

**Agreement for Sub-Lease**

This Agreement for Sub-Lease (Agreement) executed on this \_\_\_\_\_(Date) of \_\_\_\_\_ (Month), 20 \_\_\_\_\_,

**By and Between**

**EMAMI REALTY LIMITED (PAN AALCS5120P)**, a company being incorporated in accordance with the provisions of the Companies Act 1956, having its registered office situated at 13<sup>th</sup> floor, 1858/1 Rajdanga Main Road, Kasba, Kolkata- 700107 P.S. Kasba, P.O. Anandapur, represented by its Authorised Signatory namely \_\_\_\_\_ (**AADHAR NO.** \_\_\_\_\_), s/o Shri Kishan Kumar Sharma (**PAN** \_\_\_\_\_), by virtue of a Resolution of the Board of Directors dated \_\_\_\_\_, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the

**FIRST PART**

**AND**

**MR.** \_\_\_\_\_(**AADHAR NO.**\_\_\_\_\_) son of \_\_\_\_\_(**PAN**\_\_\_\_\_)residing at \_\_\_\_\_, \_\_\_\_\_, Kolkata- \_\_\_\_\_, West Bengal, India, hereinafter referred to as the **ALLOTTEE(S)** (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**

**AND**

**M/S DELTA PV PRIVATE LIMITED (PAN-----)** a company having been incorporated in accordance with the provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office situated at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata – 700107 and represented by its Director Shri ----- (PAN-----) (Aadhar No.-----) son of ----- working for gain at ----- P.S.----- P.O.----- hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART**

The **PROMOTER**, Allottee(s) and Confirming Party shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

**DEFENITIONS:**

For the purpose of this Agreement for Sub-Lease, unless the context otherwise requires, -

- 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.

**WHEREAS:**

**A)** In pursuance of a registered Deed of Lease dated 19<sup>th</sup> January, 1987, (**PRINCIPAL LEASE**) made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and West Bengal Electronics Industry Development Corporation Limited Pvt Ltd, being the Lessee therein on the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No.\_\_\_\_\_ Pages

\_\_\_\_\_, Being No. \_\_\_\_\_ for the year 1987, the Governor of the State of West Bengal had granted a Lease in favour of the said West Bengal Electronics Industry Development Corporation Limited Pvt Ltd. for a period of 999 years of 87.555621 Acres, more or less, Block-EP & GP, Sector-V, Bidhannagar, Police Station: Bidhannagar, within the jurisdiction of ADSR-Bidhannagar, District: North (24) Parganas (hereinafter referred to as the PRINCIPAL LEASE).

**B)** Eventually, under the original lease, the Sub-Lessor has been authorised to sub-divide and sub-let the demised land for the purpose of setting up of different units of Electronics Industry only.

**C)** Subsequently, the Sub-Lessee has applied to the Sub-Lessor for sub-Lease for sub-lease for the period of 90 years of one of the plots in the said industrial estate for commercially exploit the same by setting up an Electronics Industry.

**D)** Accordingly, West Bengal Electronics Industry Development Corporation Limited, being the Sub-Lessor on One Part has granted the sub-lease, being the Plot No. A1-3, admeasuring about 1 Acre of land, more or less (hereinafter referred to as the '**said land**', particularly described in the FIRST SCHEDULE, hereinafter written) in favour of M/S Delta PV Private Limited, the Sub-Lessee herein, on the Other Part, for a period of 90 years, by virtue of the Deed of Sub-Lease dated 3<sup>rd</sup> August, 2005, bearing Deed No. 5931 for the year 2005, being registered with the Office of ADSR-Bidhannagar, Salt Lake, vide Book No. 02, vol- 361, pages-291-305.

**E)** With the view to commercially exploit the said land, **M/S DELTA PV PRIVATE LIMITED** had entered into a Joint Development Agreement dated 2<sup>nd</sup> Day of March, 2021, with Emami Realty Limited (the PROMOTER herein), being registered at the office of the Addl. Registrar of Assurances-II, Kolkata in Book No. I CD Volume No. 1904-2021, Pages 119293-119333, bearing no. 190402979, for the year 2021 (hereinafter referred to as the JOINT DEVELOPMENT AGREEMENT) whereby the said PROMOTER became entitled to undertake the development of the said Semi- Commercial Segment.

**F)** Subsequently, **M/S DELTA PV PRIVATE LIMITED** hereto has also granted registered Power of Attorney, in favour of Emami Realty Limited, being registered at the office of the Addl. Registrar of Assurances-II, Kolkata in Book No. IV, CD Volume No. \_\_\_\_\_ Pages \_\_\_\_\_, bearing no. \_\_\_\_\_ for the year 2021.

**G)** For the development of the said Premises, the Promoter in the name of **M/S DELTA PV PRIVATE LIMITED** caused a map or plan to be sanctioned by Na Bidhannagar Municipal Corporation (hereinafter referred to as the said CORPORATION) vide sanction No. V/NDITA/BP-105 dated 04.03.2021. The expression "Plan" shall mean and include all

modifications and/or alterations made to the said Plan from time to time and sanctioned by the concerned authorities.

**H)** In pursuance of the said Plan, the semi-commercial segment is to comprise of one tower comprising of Basement-1, Basement-2, Ground Floor, Upper Ground Floor, 3 Podiums plus 15 Floors/storeys consisting of 180 nos. of Office spaces and 11 nos. of retail units and 205 nos. of car parking spaces and other constructed spaces (SAID BUILDING), and in addition thereto the PROMOTER became entitled to construct Double Mechanical Parking

**I)** For beneficial use and enjoyment of the said Semi-Commercial Segment, the entirety of the land forming part of the said Premises has been divided and dedicated in the manner following:-

i) \_\_\_\_\_ Square Metre of land forming part of the said **PREMISES** has been reserved and/or allocated to the **SEMI-COMMERCIAL SEGMENT**.

ii) \_\_\_\_\_ Square Metre of land forming part of the said **PREMISES** has been reserved and/or allocated for installation of Transformer and other installations.

iii) \_\_\_\_\_ Square Metre of land forming part of the said **PREMISES** from the entrance of the Premises to the entrance boundary of the semi-commercial segment shall be treated as the Driveway and shall be available for use and enjoyment of all the occupiers of the semi-commercial segment

**J)** By and under the aforesaid registered Power of Attorney, the Promoter has been authorised by **M/S DELTA PV PRIVATE LIMITED** to enter into agreements for Sub Lease in respect of the various semi-commercial units and other constructed spaces and car parking spaces forming part of the said Semi-Commercial Segment and to execute all deeds, documents and instruments as may be required from time to time.

**K)** After coming into force the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the HIRA ACT) the Promoter caused itself to be registered under the said HIRA Act with registration No. \_\_\_\_\_

**L)** The Building of the said semi-Commercial Segment has been completed and Nabadiganta Industrial Township Authority has issued Occupancy Certificate vide No. \_\_\_\_\_.

**A.** The **PROMOTER** has taken an endeavour to give a physical illustration of the application process, easements and financial assistance by formulating the following Scheme:

i) That each of the intending **ALLOTTEE(S)** will apply to the **SUB LESSOR / PROMOTER** for allotment of a particular **UNIT** in the building for setting up an

establishment connected with ITES business venture. (hereinafter referred to as the **APPLICATION FOR ALLOTMENT**).

- ii) After receipt of such Application for Allotment the same has been scrutinized by the **PROMOTER** and after satisfying itself has provisionally allotted to the **ALLOTTEE(S)** a particular **UNIT** in the said ITES OFFICE Tower.
- iii) The **ALLOTTEE(S)** after satisfying himself/herself/itself in all regards has entered into this **AGREEMENT FOR SUB LEASE** in respect of the **UNIT** intended to be acquired by the **ALLOTTEE(S)** and such Agreement will supersede all previous understandings and arrangements unless expressly reserved and the same shall be governed by the terms and conditions as contained in such an Agreement.
- iv) That each **UNIT** shall have non-exclusive easements in the Common Parts & Portions for support and for the maintenance and repair of such **UNIT**
- v) If any common element now or hereafter encroaches upon any **UNIT** or if any **UNIT** now or hereafter encroaches upon any other **UNIT** or common element, a valid easement for such encroachment and the maintenance hereof, as long as such encroachment continues, does and shall exist. Minor encroachments by any **UNIT** or common element upon any other **UNIT** or common element due to construction or partial or total destruction and subsequent rebuilding of the improvements, shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist
- vi) The **PROMOTER** , its successors and assigns shall have a non-exclusive easement in Common Parts & Portions with all of the **UNIT OWNERS** to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Parts & Portions located in any of the other **UNIT** or Common Parts & Portions which serve his **UNIT**. Each **UNIT** and Common Parts & Portions shall be subject to a non-exclusive easement in favour of the **ALLOTTEE(S)** of all the other **UNITs** and **PROMOTER** to use the pipes, ducts, cable wires, conduits, public utilities and other Common Parts & Portions surviving such other **UNITs** and located in such **UNITs**

- vii) The **PROMOTER** shall have and retain for itself, its successors and assigns, an easement to maintain one or more business and sales offices at the Project Site to enable the **SUB LESSOR / PROMOTER** or its designee(s) to market and allot **UNITs**. In connection therewith, the **SUB LESSOR / PROMOTER** or its designee(s) may place signs in or around the Common Parts & Portions and may use any of the Common Parts & Portions thereof for marketing and rental purposes, in combination with or to the exclusion of all other uses. However, the **SUB LESSOR / PROMOTER** and its designee(s) shall place such signs and conduct such activities in such manner and location as to minimize any inconvenience to the other **ALLOTTEE(S)** which might be occasioned thereby. **ALLOTTEE(S)**, other than the **SUB LESSOR / PROMOTER**, are prohibited from placing signs in or around the Common Elements
- viii) The **PROMOTER** shall have and retain for itself, its successors and assigns, a non-exclusive easement over, under and above the said **ITES** Complex, as may be required for conduits, ducts, plumbing, wiring and other facilities necessary for the furnishing of utility services to the **UNIT** and the Common Elements
- ix) The **PROMOTER** further reserves for itself, its successors and assigns, the right to establish such additional easements, reservations, exceptions and exclusions as **PROMOTER**, in its sole discretion, deems necessary or appropriate and in the best of the interests of the **ALLOTTEE(S)** in order to serve the entire project
- x) The **ALLOTTEE(S)** will have the right to hold the **UNIT** for the residue of the unexpired term of the said **PRINCIPAL LEASE** and also for the renewed period subject to the terms and conditions and obligations to be performed and observed by the **ALLOTTEE(S)**
- xi) The **PROMOTER** shall be entitled to obtain financial assistance or facility from any Bank or Financial Institution and to create a charge over and in respect of the said **PREMISES** and has duly disclosed to the Allottee(s) regarding subsistence of a charge created over the project land with \_\_\_\_\_ Bank on account of obtaining Project Loan from the said Bank with an express assurance that in the event of transfer of any **UNIT**, the **SUB LESSOR / PROMOTER** shall provide the requisite “No

**Objection Certificate**” from \_\_\_\_\_Bank with regard to the said transfer if requested by the **ALLOTTEE(S)**.

**B.** The **PROMOTER** has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_under Registration No.\_\_\_\_\_

**C.** The **PROMOTER** has handed over the project related documents as asked for by the Allottee(s), which are as follows:

- (i) Photocopy of the registered Deed of Lease dated \_\_\_\_\_
- (ii) Photocopy of the Mutation Certificate issued by \_\_\_\_\_Municipality
- (iii) Photocopy of the sanctioned Plan issued by \_\_\_\_\_Municipality

**D.** The Allottee(s) prior to the execution of this Agreement has physically inspected the Project Site and also the specific Unit intended to be acquired in the sanctioned plan. Furthermore, the Allottee(s) his/her/its own expenses has/have conducted a title search with regard to the entire project land and upon being satisfied that the said landed property is free from encumbrances and having a clear marketable title became desirous of acquiring a Commercial(ITES) Unit at the Project “\_\_\_\_\_”and duly undertakes that not to take any further endeavour to investigate the title status of the project land at any time in future

**E.** The Allottee(s) is/are aware that the marketing collaterals provided by the **PROMOTER** to the Allottee(s) with regard to the Project related and/or connected materials/pictorial depictions in form of artists’ impression and are very much likely to differ with the actuals. The Allottee(s) hereby undertakes not to raise any objection with regard to any difference from the marketing collaterals in any manner whatsoever.

**F.** The Allottee(s) has/have acknowledged that in terms of the said **PRINCIPAL LEASE** the **PROMOTER** herein has undertaken to provide a **Information Technology Enabled Service (ITES) UNIT** and such **(ITES) UNIT** will be provided for in the **SAID COMPLEX** as the **PROMOTER** may in its absolute discretion thinks fit and proper.

- G.** The Allottee(s) had applied for an Unit in the Project vide application No. \_\_\_\_\_ Dated \_\_\_\_\_ and has been allotted UNIT based by continuing estimation of a saleable area of \_\_\_\_\_ Square Feet (more or less) ,Carpet area \_\_\_\_\_ Square Feet (more or less), lying and situated within the said Tower along with **no covered/open/ MLCP dependent car parking space**, as permissible under the applicable law and of pro rata share in the common areas as defined under clause (m) of Section 2 of the Act, hereinafter referred to as the “Unit” more particularly described in the **Schedule A** and the floor plan of the UNIT is annexed hereto and marked as **Schedule B**
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** 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;
- J.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K.** Acknowledged that the **ALLOTTEE(S)** has entered into this Agreement on his/her/its own volition and without any domination on the part of the **PROMOTER** ;
- L.** It is understood and acknowledged by the Allottee(s) that the said tower is sharing facilities/utilities as mentioned in **Schedule ‘E’** hereunder and expenses to be incurred for the items mentioned in Schedule ‘E’ hereunder will be shared with Facility maintenance company(FMC) and or the Commercial Association or society of Allottee(s) at such rate to be determined by the **PROMOTER** and subsequently by the FMC and or the said Association or society after its formation and any amount to be incurred for replacement or modernisation of the items as mentioned in **Schedule ‘E’** are also to be shared as decided by from time to time.
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the **PROMOTER** hereby agrees to sub-lease and the Allottee(s) hereby agrees to acquire the UNIT as specified in para **O**.



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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the **PROMOTER** agrees to sub-lease to the Allottee(s) and the Allottee(s) hereby agrees to acquire the UNIT NO. \_\_\_\_\_ as specified in para **O**.

1.2 The total consideration value for the UNIT based by continuing estimation an area of \_\_\_\_\_ Square Feet (more or less) carpet area \_\_\_\_\_ Square Feet (more or less) is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (“Total Price”), shown in the table below:-

|                           |                                   |
|---------------------------|-----------------------------------|
| Block/Building /Tower No. | Rate of Apartment per Square Feet |
| Apartment No.             |                                   |
| Type                      |                                   |
| Floor                     |                                   |
|                           |                                   |
| Total Price               |                                   |

1.2.1 The balance consideration amount shall be paid by the Allottee(s) in favour of the **PROMOTER** in manner as set out in **Schedule ‘C’** hereunder written

1.2.2 The total consideration is subject to the provisions of Goods And Service Tax (GST) Act, 2017 (as amended time to time) the Allottee(s) hereby agree(s) to pay any additional amount due to the enhancement of the percentage of the present rate of GST

1.2.3 The total consideration is subject to deduction of Tax Deducted at Source (TDS) in pursuance to the provisions of Section 194 IA of the Income Tax Act

Explanation:

- (i) The total consideration value includes the booking amount paid by the Allottee(s) to the **PROMOTER** towards the UNIT;
  - a. The **SUB LESSOR / PROMOTER** shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the **PROMOTER** within the time and in the manner specified therein. In addition, the **PROMOTER** shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (ii) The Total Price of the UNIT includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the UNIT, lift, water line and plumbing, fire detection and firefighting equipment in the common areas, etc. and includes costs for providing all other facilities, amenities and specifications to be provided within the UNIT and the Project. The total Price is exclusive of the Extra Charges & Deposits as morefully and particularly described in **Schedule 'C' (II)** of this Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay due to increase on amount of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **PROMOTER** undertakes and agrees that while raising a demand on the Allottee(s) 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(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 It is agreed that the **PROMOTER** shall not make any additions and alteration in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and facilities have been described herein at **Schedule ‘D’** and **Schedule ‘E’** in respect of the UNIT without previous consent of and or intimation to of the Allottee(s) as per the provisions of the Act.
- 1.6 Subject to para 9.3 the **PROMOTER** agrees and acknowledges, the Allottee(s) shall have the right to the UNIT as mentioned below:
  - (i) The Allottee(s) shall have exclusive leasehold right of the UNIT;
  - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee(s) in the Common Area is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Area along with the other sub-lessee/s, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the **PROMOTER** shall hand over the common areas to the FMC appointed by the Sub-lessor/Promoter, commercial association or Society of Allottee(s) after duly obtaining the Occupancy Certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the consideration value of the UNIT includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the UNIT, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes costs for providing all other facilities, amenities and specifications to be

provided within the UNIT and the Project save and except the charges/cost as morefully and particularly mentioned in para 1.4 herein above;

The Allottee(s) shall also be liable to pay such Extra Development Charges which are specifically detailed in **Schedule C Part (II)** hereunder;

1.7 It is made clear by the **PROMOTER** and the Allottee(s) agree(s) that the UNIT along with\_\_\_\_\_no open/covered/ **MLCP dependent car parking space** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form any part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure or the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.8 The **PROMOTER** agrees to pay all outgoings before transferring the physical possession of the UNIT to the Allottee(s) (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, as well as mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the competent authorities, banks and financial institutions, which are related to the project). If the **PROMOTER** fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring UNIT to the Allottee(s), the **PROMOTER** agrees to be liable, even after the transfer of the property, to pay such outgoing 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.

1.9 The Allottee(s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) being part payment towards the total consideration value of the UNIT at the time of application the receipt of which the **PROMOTER** hereby acknowledges and the Allottee(s) hereby agree(s) to pay the remaining consideration value of the said UNIT as prescribed in the Payment Plan [**Schedule**

C] as may be demanded by the **PROMOTER** within the time and in the manner specified therein. Provided that if the Allottee(s) delay(s) in payment towards any amount he/she/it shall be liable to pay interest at the rate prescribed in the Rules i.e. State Bank of India MCLR plus two percent per annum, from the date of default.

1.10 The Allottee(s) duly undertakes that he/she/its' being a Unit holder of the Commercial and or Office segment of the Project "\_\_\_\_\_ " shall not to create any nuisance or annoyance to the other occupiers of the project.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement, the Allottee(s) shall make all payments, on written demand by the **PROMOTER**, within the stipulated time as mentioned in the Payment Plan as per **Schedule C** herein below [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **DELTA PV PRIVATE LIMITED- ESCROW ACCOUNT**"] payable at Kolkata.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITANCES:**

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

for any action under 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(s) shall keep the **PROMOTER** fully indemnified and harmless in this regard. Whenever there is a change in the corresponding status/address of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the **PROMOTER** immediately and comply with the 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(s) and such third party shall not have any right in the application/allotment of the said UNIT applied herein in any way and the **PROMOTER** shall be issuing the payment receipts in favour of the Allottee(s) only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee(s) authorises **PROMOTER** to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Allottee(s) against the UNIT, if any, in his/her/its name and the Allottee(s) not to object/demand/direct the **PROMOTER** to adjust his payments in any manner.

#### **5. POSSESSION OF THE UNIT**

5.1 Schedule for possession of the said UNIT – The **PROMOTER** agrees and understands that timely delivery of possession of the UNIT to the Allottee(s) and the common areas to the commercial association or society of the Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The **PROMOTER** assures to hand over possession of the UNIT along with ready and complete common areas with all specifications, amenities and facilities of the project in place on/by the month of \_\_\_\_\_ with the grace period of 6 months or any other extended date granted by the competent authority, save and except there is delay or failure due to war, flood, drought, fire, cyclone,

earthquake, any other calamity caused by nature or any other factor beyond the control of the **PROMOTER** affecting the regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees and consents that the **PROMOTER** shall be entitled to the extension of time for delivery of possession of the UNIT.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the **PROMOTER** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **PROMOTER** shall refund to the Allottee(s) the entire amount received by the **PROMOTER** from the allotment within 45 days from that date. The **PROMOTER** shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) 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.

5.2. **Procedure for taking possession** –After obtaining the Completion Certificate the **PROMOTER** shall intimate the Allottee(s) for possession with a 15 days’ notice and The Allottee(s), on receipt of the intimation for possession of the UNIT, is liable to pay the maintenance charges as determined by the **PROMOTER** /FMC and or commercial association or society of Allottee(s) and also the Municipal Taxes post apportionment of Units done by \_\_\_\_\_Municipality. The **PROMOTER** shall hand over the possession letter for the UNIT upon compliance of possession documentation formalities as may be laid down by the Sub-Lessor/Promoter, to the Allottee(s).

5.3. **Failure of Allottee(s) to take Possession of UNIT** – Upon receiving a written intimation from the **PROMOTER** as per para 5.2, the Allottee(s) shall take possession of the UNIT from the **PROMOTER** by executing necessary indemnities, understandings and such other documentation as prescribed by the Sub-Lessor/Promoter and or in this Agreement and the **PROMOTER** shall give

possession of the UNIT to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 5.2 such Allottee/Purchaser shall be liable to pay to the **PROMOTER** the holding charges at the rate of Rs. \_\_\_/- per month per sq. ft. of UNIT area for the period beyond 2 months till actual date of possession on account of supervision/holding charges, in addition to that, the Allottee(s) shall continue to be liable to pay maintenance charges and all other applicable rates and taxes as specified in para 7.3

**5.4. Cancellation by the Allottee(s)** – The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act;

Provided that where the Allottee(s) proposes to cancel / withdraw from the project without any fault of the **PROMOTER**, the **PROMOTER** herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the **PROMOTER** to the Allottee(s) within 45 days of such cancellation without payment of any interest.

5.4.1. It hereby agreed between the parties hereto that upon receipt of the above mentioned refund amount by way of cheque whether encashed or not by the Allottee(s) shall be construed as the payment of full and final refund of the cancellation amount by the **PROMOTER** and there shall be no further refund liability on the **PROMOTER** in any manner whatsoever. That subject to termination of this Agreement and receipt of the statutory refund the Allottee(s) shall have no right, title, interest, claim, demand or whatsoever dispute of any nature either against the **PROMOTER** or against the subject Unit of this Agreement and in furtherance to the same the **PROMOTER** reserves the unilateral right to execute and register the Deed of Cancellation, without the Allottee(s) being a signatory thereto and the Allottee(s) shall not raise any objection or dispute for the same. That upon registration of the Deed of Cancellation the **PROMOTER** shall have the express power and authority to re-allot the Unit under this Agreement in favour of any Party of its choice without any reference/recourse to such



Allottee(s). The Allottee(s)'s claim shall only be restricted to the statutory refund amount.

5.5. **Compensation** – The **PROMOTER** shall compensate the Allottee(s) 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.

Except for occurrence of a Force Majeure event, if the **PROMOTER** fails to complete or is unable to give possession of the UNIT

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a **PROMOTER** 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 Allottee(s), in case the Allottee(s) 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 UNIT, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, within forty-five days of it becoming due;

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the **PROMOTER** shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the UNIT, within forty-five days of it becoming due.

## **6. REPRESENTATIONS AND WARRANTIES OF THE SUB LESSOR / PROMOTER :**

The **SUB LESSOR / PROMOTER** hereby represents and warrants to the Allottee(s) as follows:

- (i) The **PROMOTER** has a clear and marketable title with respect to the said Land and the requisite rights to carry out development upon 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;
- (iii) There are no encumbrances upon the said Land or the Project, save and except the Project Loan availed by the **PROMOTER** whereby creating a charge over the project land, this creation of charge will not create any embargo for the Allottee(s) availing for any loan from Banks and other Financial Institutions by creating a charge on their respective allotted UNIT for which \_\_\_\_\_ Bank shall most willingly provide/issue the requisite No Objection document for the aforesaid purpose;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the UNIT;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and UNIT are valid and subsisting and have been obtained by following due process of law which includes the Environmental Clearance and Consent to establish by the competent authorities and also the Occupancy Certificate from \_\_\_\_\_ Municipality. Further, the **PROMOTER** has been, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and UNIT and common areas.
- (vi) The **PROMOTER** has right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The **PROMOTER** has not entered into any development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said UNIT which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The **PROMOTER** confirms that the **PROMOTER** is not restricted in any manner whatsoever from sub-leasing the leasehold right over the said UNIT to the Allottee(s) in the manner contemplated in this Agreement in respect of the terms and conditions contained in the said **PRINCIPAL LEASE**;
- (ix) On or before of execution of the conveyance deed, and or upon receipt of the completion/occupancy certificate ,as the case may be, the **PROMOTER** shall/already have handover/handed over lawful, vacant, peaceful, physical possession of the UNIT

to the Allottee(s) and the common areas to the commercial association or society of Allottee(s) or the competent authority, as the case may be;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The **PROMOTER** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Occupancy Certificate has been issued and possession of UNIT along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s), the commercial association or society of Allottee(s) or the competent authority, as the case may be;

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **PROMOTER** in respect of the said Land and/or the Project.

## **7. EVENTS OF DEFAULTS AND CONSEQUENCES:**

7.1. 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 in possession of the UNIT to the Allottee(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the UNIT shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and Occupancy Certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the **PROMOTER**'s business as a **PROMOTER** on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

7.2 in case of Default by **PROMOTER** under the conditions listed above, Allottee(s) is entitled to the following:

(i) Stop making further payments to **PROMOTER** as demanded by the **PROMOTER**.

If the Allottee(s) stops making payments, the **PROMOTER** shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which the case the **PROMOTER** shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the allotment of the UNIT, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

7.3. The Allottee(s) shall be considered under a condition of Default, on the occurrence of any of the following events:

(i) In case the Allottee(s) fails to make payments for any demands made by the **PROMOTER** as per the Payment Plan, being **Schedule – C** of this Agreement, the Allottee(s) shall be liable to pay interest to the **PROMOTER** on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond 2 (two) consecutive months after notice from the **PROMOTER** in this regard, the **PROMOTER** may cancel the allotment of the UNIT in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting the Booking Amount together with interest accrued thereon on account of delayed payment and also together with the any incidental expenses incurred by the Sub-Lessor/Promoter and also together with the applicable taxes paid and or payable.

Thereafter, this agreement shall stand terminated; Provided that the **PROMOTER** shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

#### **8. CONVEYANCE OF THE SAID UNIT:**

The **PROMOTER** on receipt of Total consideration value of the UNIT as per para 1.2 under the Agreement from the Allottee(s), shall execute a deed of sub lease and convey the title of the UNIT together with proportionate indivisible share in the common Areas to the Allottee(s) with immediate effect upon handing over possession of the Unit:

The parties acknowledge that it is necessary to cause this Agreement to be registered in accordance with the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the WBHIRA Act 2017) and as such the Allottee(s) has/have assumed the responsibility of causing this agreement to be registered and the **PROMOTER** undertakes to remain present to admit the execution thereof.

The Allottee(s) shall be fully liable to make payment of the stamp duty, registration charges and other incidental expenses in connection thereof and in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the **PROMOTER** to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the **PROMOTER**. Furthermore, due the failure on the part of the Allottee(s) to cause this agreement to be registered consequent to which the **PROMOTER** is saddled with and/or exposed to any liability then and in that event the Purchaser shall be fully liable and responsible and shall keep the **PROMOTER** and its Directors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

#### **9. MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:**

The SUB LESSOR / **PROMOTER** shall be responsible to provide and maintain essential services in the project by its own and or by appointing, at its choice, a **Facility Management Company (FMC)**.The proportionate applicable monthly maintenance charges to be

**determined by the Sub-Lessor** and or by such FMC and same shall be paid by the Allottee on regular basis, upon its demand, till the taking over of the maintenance of the project by the commercial association or society of Allottee(s) upon the issuance of the Occupancy Certificate of the project.

**10. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the PROMOTER as per the agreement for sub-lease relating to such development is brought to the notice of the PROMOTER within a period of 5 (Five) years from the date of obtaining the Occupancy Certificate granted by the Competent Authority and the PROMOTER will only be liable if the same has not been occasioned/caused by any act deed or thing done or permitted to be done by the Allottee(s) and certified so by the Architect for the time being, it shall be the duty of the PROMOTER to rectify such defects without further charge, within 30 (thirty) days, and in the event of PROMOTER 's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**11. RIGHT TO ENTER THE APERTMENT FOR REPAIRS:**

The PROMOTER /maintenance agency/ commercial association or society of Allottee(s) shall have rights of unrestricted access of all common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the PROMOTER , said Association of Allottee(s) and/or maintenance agency to enter into the 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.

**12. USAGE:**

Use of Services Areas: The Allottee(s) shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces and such other service areas shall be reserved for use by the commercial association or society of Allottee(s) formed by the Allottee(s) for rendering maintenance services. The service areas located within “ \_\_\_\_\_ ” shall be earmarked for purpose of parking spaces and services

including but not limited to electric sub-station, transformer, DG Set rooms, and underground water tanks. Pump rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

The UNIT shall be exclusively used for commercial purpose only and strictly not for any other purpose.

### **13. COMPLIANCE WITH RESPECT TO THE UNIT:**

13.1 Subject to para 12 above, the Allottee(s) shall after taking possession, be solely responsible to maintain the UNIT at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the 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 additions to the UNIT and keep the UNIT, its wall 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.

13.2. The Allottee(s) further undertakes, assures and guarantees that he/she would not put up any sign-board/nameplate, neon light, publicity or advertisement material etc. on the face/façade of the Building or anywhere or the exterior of the Project, buildings therein or Common areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the UNIT or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall including the outer and load bearing wall of the Building.

13.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the PROMOTER and thereafter by the society of Allottee(s) and/or maintenance agency appointed by commercial association or society of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

### **14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

15. **ADDITIONAL CONSTRUCTIONS:**

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

16. **SUB LESSOR / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the PROMOTER executes this Agreement, he shall not mortgage or create a charge on the UNIT/Building and if any such mortgage or charge is already 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(s) who has taken or agreed to take such UNIT/Building.

17. **UNIT OWNERSHIP ACT OR THE RELEVANT STATE ACT :**

The SUB LESSOR / PROMOTER has assured the Allottee(s) that the said Association or society of the Allottee in the project entirely will be in accordance with the provisions of the relevant and or applicable Ownership Act in the State of West Bengal (as amended time to time) and also in compliance to the provisions of various laws/regulations as applicable.

18. **BINDING EFFECT:**

Forwarding the Agreement to the Allottee(s) by the PROMOTER does not create a binding obligation of the part of the PROMOTER or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as mentioned in the demand notices and secondly, appears for registration of the same before the concerned Additional District Sub-Registrar, \_\_\_\_\_ as and when intimated by the PROMOTER . If the



Allottee(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER , then the PROMOTER shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application for the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:**

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

20. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent and or intimation between the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):**

It is clearly understood and so agreed by and between the Parties herein that the Allottee(s) shall not be entitled to transfer, assign or convey all his/her/its right, title, interest on the UNIT without prior written consent of the PROMOTER . In such event Allottee(s) agree(s) and undertake(s) to pay to the PROMOTER an amount calculated @ Rs.\_\_\_\_\_ per Square Feet as facilitation/administrative/transfer charges in this regard which shall be exclusive of applicable GST. It is further clearly understood and so agreed by and between the parties hereto and that all the provisions contained herein and obligations arising hereunder in respect of the UNIT and the Project shall equally be

applicable to and enforceable against and by any subsequent incumbent of the UNIT, in case of transfer as the said obligation go along with the UNIT for all intents and purposes.

**22. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

**23. 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 purposes of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain and to be enforceable as applicable at the time of execution of this Agreement.

**24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

**25. FUTHER ASSURENCES:**

25.1 Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such actions, in additions to the instruments and actions specifically provided 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.

25.2 The Allottee(s) agree(s) that he/she/it shall from time to time shall sign all relevant applications, papers, documents and do all the acts, deed and things in; pursuance to the transaction as the PROMOTER may require for safeguarding the interest of the other Allottees of the Project including the present Allottee(s)

**26. PLACE OF EXECUTION:**

The execution of this agreement shall be completed only upon its execution by the SUB LESSOR / 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(s), in Kolkata after the Agreement is duly executed by the Allottee(s) and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_, District: \_\_\_\_\_.

**27. NOTICES:**

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

**Name of Allottee(s)**

**MR. / Mrs.**

Allottee(s) Address

\_\_\_\_\_, **India**

Name of the **PROMOTER**

**EMAMI REALTY LIMITED**

Address of the PROMOTER

**Acropolis, 13<sup>th</sup> floor, 1858/1 Rajdanga Main Road, Kasba, Kolkata – 700 107**

It shall be the duty of the Allottee(s) 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(s), as the case may be.

**28. JOINT ALLOTTEE(S):**

That in case there are Joint Allottee(s), all communications shall be sent by the **PROMOTER** to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).

**29. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s) in respect of the UNIT, plot or building, as the case may be, prior to the execution and registration of this Agreement for sub-lease of such UNIT, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for sub-lease or under the Act or the rules or the regulations made thereunder.

**30. GOVERNING LAW:**

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

**31. DISPUTE RESOLUTION:**

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

**SCHEDULE 'A'**

**ALL THAT** the **UNIT No.** \_\_\_\_\_ on the \_\_\_\_\_<sup>th</sup> Floor of the Building forming part of the said **(ITES)** Office Complex to be known as \_\_\_\_\_ **TOWER** containing by ad measurement a Super Built-up area of \_\_\_\_\_ sq. ft. (more or less) (Carpet Area \_\_\_\_\_ sq. ft. more or less) together with **One MLCP dependent car parking space (cemented flooring)** at MLCP within the project “\_\_\_\_\_”, being butted and bounded by

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

**SCHEDULE 'B' – FLOOR PLAN OF THE UNIT**

**(Floor plan of the respective unit allotted under this Agreement is to be inserted)**

## SCHEDULE 'C' – PAYMENT PLAN

### Part I.

(MODE OF PAYMENT OF CONSIDERATION AMOUNT)

UNIT VALUE: - Rs. \_\_\_\_\_/-

#### **Time Based- Payment Plan:**

| Sl. No. | Event   | Amount to be paid   |
|---------|---|---|
|         | Advance   | Rs. ____ Lakhs  |
| 1       | On Booking  | 9% of Unit Value after adjusting the application money of Rs. _____ /-    |
| 2       | 30 days from the date of application                          | 6% of Unit Value  |
| 3       | Within 60 days from the date of application                   | 20% of Unit Value   |
| 4       | Within 90 Days from the date of application                   | 20% of Unit Value   |
| 5       | Within 120 Days from the date of application                  | 15% of Unit Value   |
| 6       | Within 150 Days from the date of application                  | 15% Of Unit Value   |
| 7       | Within 180 Days for offer of allotment/on offer of Possession | 15% Unit Value + 100% of Legal Charges + 100% of Extra Charges & Deposits |

- **In the event possession is taken over by the Allottee(s), entire payment should be cleared**

**Part II.**

**Extra Development Charges :-**

|   |
|---|
| (A). Legal charges – Rs. _____/- per unit   |
| (B). Utility charges such as DG Connection, electricity, etc. – Rs. _____/- per sqft                  |
| (C). Sinking funds – Rs. _____/- per sqft   |
| (D). Interest Free Municipal Tax Deposit (IFMD) – Rs. _____/- per sqft                                |
| (E). Interest Free Maintenance Security (IFMS) – Rs. _____/- per sqft                                 |
| (F). Stamp duty, Registration Charges, Incidental Expenses, Govt. Taxes and levies, any other charges |



**SCHEDULE 'D' – SPECIFICATIONS (WHICH ARE PART OF THE UNIT/PLOT)**

**Specification of Finishing Items**

|  |                  |  |
|--|------------------|--|
| <b>Building</b>                        | External Walls   | Combination of Glass façade/ external grade paint/ Architectural Fins  |
| <b>Retail area (ground)</b>            | Flooring         | Cemented Floor (Bare Shell)  |
|  | Wall             | Cement plaster   |
| <b>Office Area(s) (Typical Floors)</b> | Flooring         | Cemented Floor (Bare Shell)  |
|  | Wall             | Cement Plaster   |
| <b>Common Area</b>                     |                  |  |
| <b>Corridors &amp; Lift Lobby</b>      | Flooring<br>Wall | Tiles 600 x 600 mm<br>Painted finish and gypsum putty  |
| <b>Lift Facia</b>                      |                  | Composite marble on ground floor. All other floors granite.  |
| <b>Toilets</b>                         | Floor and wall   | Tiles  |
| <b>Electrical</b>                      |                  | Single Point Power supply from Breaker switch located at each floor Metering Cubicle, located in the common passage. |
| <b>DG Backup</b>                       |                  | -DG Backup _____ for Retail Spaces including extra cost  |
| <b>Restaurant</b>                      |                  | Restaurant- _____ KVA  |
| <b>Elevators</b>                       |                  | -Four 4 passenger lift (Two from Basement till last floor and two from basement to roof top)                         |

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**SUB LESSOR / PROMOTER:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

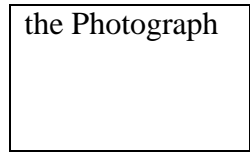
Address \_\_\_\_\_

|  |
|--|
| Please affix<br>Photographs<br>and sign across<br>the Photograph |
|--|

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

|  |
|--|
| Please affix<br>Photographs<br>and sign across |
|--|

**Allottee(s):** (including joint buyers)



Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_