

Dated [•] [•] 20[•]

UTSODHAARA: TEESTA TOWNSHIP

UTSODHAARA: TEESTA RESIDENTIAL PLOTS PHASE - II

AGREEMENT FOR SUB-LEASE

BETWEEN

AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED

AND

[•]

AGREEMENT FOR SUB-LEASE

This Agreement for Sub-Lease ("AGREEMENT") executed on this [•] day of [•], 20[•]

BY AND BETWEEN

**AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED**, (CIN No.U70109WB2011PTC157834), (PANAAHCM0263D), a company incorporated under the Companies Act, 2013, having its Registered Office at 'Ecospace Business Park', Block- 4B, 6th Floor, Premises No.- IIF/11, Action Area-II-A, P.O. New Town, P.S. New Town, Kolkata – 700160, represented by it's authorized signatory , Mr.



\_\_\_\_\_, (PAN \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Promoter"/"Sub-Lessor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the ONE PART:

AND

[If the Allottee is a company]

[\*], (CIN no. [\*])(PAN[\*]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [\*], represented by its authorized signatory Mr. [\*], (PAN [\*]), (Aadhaar No. [\*]), son of [\*], residing at [\*], duly authorized vide board resolution [\*] hereinafter referred to as the "Allottee"/ "Sub-Lessee" (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 OTHER PART

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. [\*] (Aadhaar No [\*]) son/ daughter of [\*], aged about [\*] years, residing at [\*], hereinafter called the "Allottee"/ "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is a HUF]

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



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

The Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

**DEFINITIONS:**

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 Bengal 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. The Promoter has represented to the Allottee that:

- (i) The Government of West Bengal (hereinafter referred to as the "Lessor"), is seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing an area of **81.19** Acres, more or less, situate at Mouza Dabgram, J.L. No.2, Block Rajganj, Police Station : New Jalpaiguri, Post Office \_\_\_\_\_ District : Jalpaiguri, PIN \_\_\_\_\_, West Bengal (hereinafter referred to as the "Total Land");
- (ii) Bids were invited by the Department of Urban Development, Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited ("WBHIDCO") for development of a theme based township on the said Total Land by way of a Request for Proposal ("RFP") vide RFP No.2946/HIDCO/Plng/656(A)/2015 dated 17 August 2017. The theme for the proposed township has been designated as "Health and Knowledge" with a focus on "provision for senior citizens". The proposed township shall be known as 'Utsodhaara: Teesta Township' ("Township");
- (iii) Pursuant to the terms and conditions of the RFP, one Ambuja Housing & Urban Infrastructure Company Limited, having its registered office at 'Ecospace Business Park', Block- 4B, 6th Floor, Premises No.- IIF/11, Action Area-II-A, P.O. New Town, P.S. New Town, Kolkata - 700160 ("AHUICL") was identified as the 'selected bidder' and a Letter of Intent ("LOI") dated 4 May 2018 was issued in its favour by WBHIDCO;

  




- (iv) In terms of the RFP, AHUICL nominated Ambuja Neotia Teesta Development Private Limited, the Promoter herein and requested the Lessor through WBHIDCO to accept the Promoter as the Lessee, which would exercise the rights and perform the obligations of AHUICL as referred to in the LOI and to obtain a lease in its favour from the Lessor upon payment of the entire financial bid in terms of the RFP, being the premium reserved for grant of such lease;
- (v) In pursuance of the terms of the RFP and the LOI, by a Deed of Lease dated 24 June 2020, registered with the Assistant Registrar of Assurances-I, Kolkata in Book No. 1, CD Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 01894, for the year 2020, the Lessor has granted a lease of the Total Land ("Head Lease") for a period of 99 (ninety nine) years from the date of the Head Lease and handed over the vacant and peaceful possession of the Total Land to the Promoter for the purpose of development of the Township for the consideration and on the terms and conditions as mentioned therein;
- (vi) In accordance with section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 ("WBT&CP Act") read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 ("WBT&CP Rules"), the Promoter applied to the Siliguri-Jalpaiguri Development Authority ("SJDA"), a Development Authority under the WBT&CP Act for permission to develop the Township on the Total Land;
- (vii) The Township shall be developed in different phases and the phasing has been planned by the Promoter in a manner that each phase of development conforms to the terms of the RFP, LOI and the Head Lease as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws. Accordingly, a comprehensive project report in respect of the proposed development of the Township ("Detailed Project Report") and a comprehensive development plan highlighting the different development zones of the proposed Township ("Master Plan") for the Township were submitted with the SJDA for its approval;
- (viii) By a Memo No. 1242/III/Plg/854/14/P-I/SJDA, dated 1 October 2020, SJDA granted to the Promoter its permission to develop the Township in accordance with the Master Plan and Detailed Project Report submitted to them. The Project, hereinafter described, is a part of the sanctioned Master Plan relating to the proposed scheme of development of the Township;
- (ix) The approved Master Plan which includes the layout plan of the Township has been designed to create various zones with specific objectives and use in line with the theme of the Township and to cater to different needs of the community residing in the Township. The various zones of the Township are described in the Master Plan attached hereto and marked as Plan - "A";
- (x) The Promoter proposes to retain the leasehold rights and interest in 1.511 Acres of land out of the Total Land ("Retained Land" depicted in Plan - "A" hereto and thereon bordered in RED colour) leased by the Lessor under the Head Lease comprising Plot No "UIF-5", admeasuring 0.741 Acres within the zone earmarked for

  


development of Urban Infrastructural Facilities ("UIF") along with green area designated as "GR-15", admeasuring 0.77 Acres within the zone earmarked for development of Urban Infrastructural Amenities ("UIA");

- (xi) The Promoter may either develop by itself or cause the development of a state-of-the-art social club having commercial, entertainment, indoor and outdoor (open-to-sky) sports facilities ("Club") on the Retained Land. It is expressly and unequivocally clarified herein that the proposed Club, if developed on the Retained Land, shall be managed and operated by the Promoter or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter;
- (xii) The Township shall be made accessible by the Promoter from the Naukaghata Road at Naukaghata crossing through an entry point ("Township Existing Entry Point" as depicted in Plan - "A" hereto and thereon marked in YELLOW colour). The Promoter may also, at its sole discretion, explore avenues to arrange for an additional entry point to the Township from the Asian Highway "AH-02" through a small stretch of land which is presently owned by the SJDA ("Township Alternate Entry Point" as depicted in Plan - "A" hereto and thereon marked in BROWN color), subject to the acquisition of rights in respect of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard;
- (xiii) As per the Master Plan, the total land area earmarked/reserved for construction/development of the Residential Zone, (being one of the several zones proposed to be developed in the Township as per the Master Plan) is 27.10 Acres. This is approximately 33.38 % (Thirty three point three eight percent) of the Total Land and depicted in Plan- "A" hereto and thereon bordered in BLUE colour ("Residential Zone Land"). The Residential Zone Land will comprise of - (i) clusters of developed plots of different shapes and sizes to be allotted for construction thereupon of independent bungalows by the allottees on an earmarked area of land measuring 13.12 Acres ("Plotted Residential Land"), (ii) Group Housing with residential apartments on two earmarked plots of land measuring 4.63 Acres, (iii) Economically Weaker Section Group Housing with residential apartments therein on an earmarked area of land measuring 4.87 Acres and (iv) clusters of developed plots of different shapes and sizes/constructed midrise buildings/rowhouses/independent bungalows on one or combination of plots on an earmarked area of land measuring 4.48 Acres;
- (xiv) The Plotted Residential Land shall be developed by the Promoter in a phase-wise manner and shall be sub-leased by the Promoter to prospective allottees for construction of independent bungalows thereon by the allottees in strict accordance with the terms of the RFP, LOI, Head Lease, Master Plan as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws.

B. Out of the Plotted Residential Land, a clearly demarcated land area of 5.348 Acres ("Project Land" as depicted in Plan - "A" annexed hereto and bordered thereon in GREEN colour), has

  




been identified by the Promoter for the purpose of developing a real estate project comprising 76 (Seventy Six) clearly demarcated developed plots of land having an aggregate land area of 4.144 Acres along with certain UIA components of the Township over an aggregate land area of 1.205 Acres, christened as "**Utsodhaara: Teesta Residential Plots Phase-II**" ("**Project**").

- C. The remaining portion of the Total Land after excluding the Project Land (hereinafter referred to as the "**Adjoining Property**") which includes the Retained Land) is excluded from the purview and ambit of these presents and shall continue to be held and possessed by the Promoter solely exclusively and absolutely with right to use, enjoy and develop as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same. It is expressly agreed understood and clarified that both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single Master Plan and layout plan has been sanctioned for both the properties. Accordingly, the lease hold rights of the allottees / sub-lessees of plots etc., in or on the land shall remain restricted to their respective plots only.
- D. The Promoter has obtained the final layout plan for the Project (which is comprised in the integrated development plan under the sanctioned Master Plan of the Township) from SJDA. The Promoter agrees and undertakes that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- E. The SJDA vide approval dated 07-10-2020 bearing No. 1276/III/Plg/854/14/P-I/SJDA has granted the commencement certificate to develop the Township, which approval also is applicable to the Project.
- F. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority ("**Authority**") at [●] on [●] under Registration No. [●].
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- H. The Allottee had applied for the sub-lease of a Plot in the Project, vide Application No. [●], dated [●] and has been allotted the Plot bearing No. [●] measuring [●] sq. mtrs (equivalent to [●] Kattahs) for construction of independent building thereon at the Allottee's own cost and expenses (hereinafter referred to as the "**Plot**", more particularly described in **Schedule-"A"** hereto and delineated in RED border on **Plan** annexed under **Schedule-"B"** hereto **Together With** the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project and the Promoter in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Part-A of Schedule- D**" hereto) **Together With** the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees of the Project, all other allottees of other project(s) and/or different phases of development in the Adjoining

  


Property within the Township and the Promoter (hereinafter collectively referred to as the "Shared Common Facilities/Township Level Common Facilities" and more particularly described in Part-B of Schedule- D hereto and depicted in the Master Plan of the Township annexed hereto and marked as Plan-"A").

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. 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.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to grant sub-lease and the Allottee hereby agrees to take sub-lease of the Plot as specified in paragraph H of the recitals.
- M. The Allottee has caused necessary due diligence and satisfied himself/itself about the rights and interest of the Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Township and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to grant a Sub-Lease to the Allottee, and the Allottee hereby agrees to take on Sub-Lease of the Plot as specified in paragraph H of the recitals;
- 1.2 The total sub-leasing consideration for the Plot is Rs. [•] (Rupees [•]) only ("Total Price"), the break-up and description of which is as provided herein below:

Plot no. [•]	Rate of Plot per Kattah (in Rupees)
<b>Break-up of Total Price:</b>	
Cost Head	Price (in Rupees)





Sub-Lease Premium	[•]
Taxes	[•]
Preferred Location Charges (PLC)	NIL
Interim Maintenance Charges [as per clause 35.3(o)(ii)]	NIL
Interim Shared Common Facilities Maintenance Charges [as per clause 35.3(o)(ii)]	[•]
Documentation charge [as per clause 1.2(iv)]	[•]
Restoration Deposit [as per Clause 35.1 (u)]	[•]
<b>Total Costs (in Rupees)</b>	

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes taxes (consisting of taxes paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied in connection with the development of the Plot and the construction of the Common Areas, Shared Common Facilities/Township Level Common Facilities up to the date of handing over the possession of the Plot to the Allottee and the Common Areas and/or the Shared Common Facilities/Township Level Common Facilities to the agency to be notified by the Lessor in terms of the Head Lease ("Notified Agency", which will be construed as the "competent authority" as per the Act) in terms of the Head Lease.

Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in Schedule-C. In

*Suman Chandra*  




addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Premium in respect of the Plot includes recovery of sub-leasing consideration of the Plot, construction of not only the Plot but also the Common Areas, Shared Common Facilities/Township Level Common Facilities, internal development charges, external development charges, taxes, cost of providing up to the Plot, electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system (except cost of operating the system for taking the garbage to the garbage compactor and taking it out), installation of street lighting and organized open space, if any, including landscaping in the common areas of the Project, maintenance charges as per Clause 11 and 35.3 (o) etc. and includes cost of all other facilities and amenities, if any, to be provided in the Plot and the Project and also the Documentation Charges and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 hereinabove.

(v) The Maintenance Charges although forming part of the Total Price of the Plot, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas and Shared Common Facilities/Township Level Common Facilities mentioned in **Schedule- "D"** hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter ("**Maintenance Company**") till the taking over of the maintenance of the same by the Notified Agency, in terms of this Agreement and the Head Lease. Simultaneously with the taking over of the maintenance of the Common Areas and Shared Common Facilities/Township Level Common Facilities by the Notified Agency, the Promoter shall handover the prorata period based unused Maintenance Charges, to the Notified Agency subject to appropriate deductions as provided under this Agreement and accounted thereof. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Common Areas and the Shared Common Facilities/Township Level Common Facilities to the competent authority/the Notified Agency, as the case may be.;

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the SJDA/Competent Authority and/or any other increase in charges which may be levied or imposed by SJDA/ Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

  


Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the 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' (hereinafter referred to as the "PAYMENT PLAN").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter and agreed by the Allottee at the rate of [x] % ([x] percent) 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.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which lease is effected) in respect of the Plot or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

**Provided That** with respect to the development on the Adjoining Property, nothing herein contained shall derogate or affect the Promoter's rights and entitlements with regard to the matters connected to the layout plan and/or Master Plan and the additions alterations thereof.

- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the right to the Plot as mentioned below:
  - (i) The Allottee shall hold, possess, and enjoy the Plot as a Sub-Lessee under the Promoter for the residual period of the lease commencing on and from the date of grant of sub-lease by way of a registered Sub-Lease Deed pursuant to this Agreement.;
  - (ii) The Allottee shall also have irrevocable right to use the Common Areas, if any, which pertains to the Project. The Allottee shall use the Common Areas, if any, along with other allottees/occupants of the Project, maintenance staff etc. without causing any inconvenience and hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Notified Agency after obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Common Areas to the competent authority as provided in the Act; and
  - (iii) The Allottee shall have the irrevocable right to use Shared Common Facilities in common with allottees of other project(s) and/or phases developed in the

  




Township. Since the irrevocable usage right of the Allottee in the Shared Common Facilities/Township Level Common Facilities is not exclusive, the Allottee shall use the Shared Common Facilities/Township Level Common Facilities, along with other occupants of the Township, maintenance staff etc. without causing any inconvenience and hindrance to them. It is clarified that in terms of the stipulations contained in the Head Lease, the Promoter shall hand over the Shared Common Facilities/Township Level Common Facilities to the Notified Agency.

- (iv) That the computation of the Total Price in respect of the Plot includes recovery of sub-leasing consideration of the Plot, construction of the Common Areas, Shared Common Facilities/Township Level Common Facilities, internal development charges, if any, external development charges, taxes, cost of providing up to the Plot the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, solid waste management system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges etc. as per Clause 11 and 35.3(o) (ii) and includes cost of all other facilities and amenities, if any, provided within the Plot and the Project and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above .
- (v) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot, as the case may be, with prior written intimation and appointment. The Allottee shall comply with all requisite safety measures during such site visit and inspection.

1.8 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible plot for all purposes. It is agreed that the Project is an independent, self-contained Project covering a portion of the Project Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's common facilities and amenities shall be available for use and enjoyment of the Allottees of the Project, in the manner set-out in paragraph H of the recitals above of the Agreement and nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the Adjoining Property, the Master Plan and the additions or alterations thereof.

1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of

  




the Plot, 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 therefor by such authority or person.

- 1.10 The Allottee has paid a sum of Rs. [•] (Rupees [•] only) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Plot as prescribed in the Payment Plan mentioned in **Schedule-C** as may be demanded by the Promoter within the time and in the manner specified therein:

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

## 2. MODE OF PAYMENT:

Subject to the terms of this Agreement and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule-C** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **"TEESTA RESIDENTIAL Ph-II COLLECTION"** payable at Kolkata.

## 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/sale/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 its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall 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 Clause 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 the Allottee and such third party shall not have any right in the application/allotment of the Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

  
Kolkata



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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the Common Areas, to the Notified Agency, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Common Areas to the competent authority under the Act.

**6. CONSTRUCTION OF THE PROJECT/PLOT:**

- (i) The Allottee has seen the proposed Master Plan of the Township including of the Project comprising of the Plot and proposed, specifications, amenities and facilities in respect of the Plot and accepted the payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said Master Plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan approved by the SJDA and shall also strictly abide by the provisions of West Bengal Town and Country Planning (Development of Township Projects) Act/Rules, 2008 and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided That with respect to the development on the Adjoining Property, nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof.

Provided further that it is agreed that the Project is independent, self-contained Project and shall not be a part of any other project or zone to be developed on the Adjoining Property and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of Integration of Infrastructure for the benefit of the Allottee. It is clarified that the Project's dedicated facilities and amenities, if any, shall be available only for use and enjoyment of the Allottees of the Project and under no circumstances shall be shared with the project to be developed on the Adjoining Property.

**7. POSSESSION OF THE PLOT:**



### 7.1 Schedule for possession of the Plot:

The Promoter agrees and understands that timely delivery of the possession of the Plot to the Allottee and the Common Areas of the Project to the Notified Agency, as the case may be, and the Shared Common Facilities/Township Level Common Facilities consisting of basic infrastructure facilities of the Township like driveways, Roads, Street lighting, Power Supply and Distribution System and other facilities as described in the DPR to the agency(ies) notified by the Lessor, i.e. the Notified Agency is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas, if any, of the Project on 31.12.2023, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting 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 agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Plot.

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 become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST 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 GST.

- 7.2 **Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority under the Act for the Project shall offer in writing the possession of the Plot to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate. Provided that in the absence of local law, the Deed of Sub-lease in favour of the allottee shall be carried out by the Promoter within 3 (three) months from the date of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company or the Notified Agency, as the case may be, after the issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project. The Promoter shall handover a copy of such certificate, as the case may be, of the Plot at the time of transfer by way of sub-lease of the same.

*Smar Chandra*  




It is clarified that the Promoter shall duly comply with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in clause 7.1 above.

**7.3 Failure of Allottee to take possession of the Plot:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement.

**7.4 Possession by the Allottee:**

After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover necessary documents and plans, including Common Areas, if any, to the Notified Agency as per local laws:

Provided that in case of absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, if any, to the Notified Agency within 30 days after obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project.

**7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve a 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec. 19 (6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is - SBI (1 year MCLR) + 2 %) ("Cancellation Charges") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts collected as GST 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 GST.

**7.6 Compensation:**

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 of 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 Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; 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 Allottee, 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 Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. It is clarified that all amounts collected as GST 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 GST.

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

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

Subject to disclosure in Schedule "F", the Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Promoter has marketable leasehold right with respect to the Project Land; and has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing 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 Project Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Plot and the Common Areas, if any;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the sub-leasehold interest of the Allottee agreed to be created herein, may prejudicially be affected;

  




- (vii) The Promoter has not entered into any agreement for sub-lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land and the Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring by way of sub-lease the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sub-Lease Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas, if any, to the Notified Agency. However, it is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Common Areas to the competent authority under the Act;
- (x) The Project Land is not the subject 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 Project Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project has been issued and the possession of the Plot along with the Common Area, if any, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Notified Agency, as the case may be.
- (xii) 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 Project Land and/or the Project.
- (xiii) Notwithstanding the fact that the Promoter shall develop, construct, and implement the Township in a phase-wise manner, the Project shall at all times be construed as an independent stand-alone self-contained Project on the Project Land. Further, the Project shall not be linked or combined with the other phases being/to be developed within the Township, save and except, for integration of the infrastructural facilities for the benefit of allottees. Accordingly, the allottees of the Project shall be entitled to the Irrevocable right to use the Shared Common Facilities/ Township Level Common Facilities in common with the lawful owners/occupants of the Township.

**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) The Promoter fails to provide ready to handover possession of the Plot to the Allottee within the time period specified in Clause 7.1 or fails to



complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to handover possession' shall mean that the Plot is ready with the provisions as described in paragraph H of the recitals above and for which the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority for the Project;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

It is clarified that all amounts collected as GST 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 GST.

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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot which shall be paid by the Promoter to the Allottee within 45 (forty-five days) of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive 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 as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition 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 Plot in favour

  




of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Plot (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Plot or Project Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

**10. DEED OF SUB-LEASE OF THE PLOT:**

The Promoter, on receipt of Total Price of the Plot as mentioned in 1.2 above from the Allottee, shall execute a Deed of Sub-Lease and transfer to the Allottee the leasehold right and interest by way of sub-lease of the Plot together with Irrevocable right to use the Common Areas, if any, and the irrevocable right to use the Shared Common Facilities within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project, to the Allottee:

Provided that in the absence of local law, the Sub-Lease Deed in favour of Allottee shall be carried out by the Promoter within 3 months from the date issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Deed of Sub-Lease in his/her favour till payment the stamp duty and registration charges to the Promoter is made by the Allottee.

It is clarified that the Sub-Lease Deed shall be drafted by the solicitors/advocates of the Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

**11. MAINTENANCE OF THE PLOT/PROJECT:**

In terms of the stipulations contained in the Head Lease, the Promoter shall inform the Notified Agency and the Notified Agency shall take over the management and maintenance of the Common Area and the Shared Common Facilities/Township Level Common Facilities. The Promoter shall be responsible to provide and maintain through the Maintenance Company the essential services of the Project till the taking over of the maintenance of the Project by the Notified Agency. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Common Areas to the competent authority





under the Act. The cost of such maintenance charges have been mentioned in the break-up of the Total Price of the Plot.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and the Shared Common Facilities are contained in Clause 35 under Additional Terms and all the Allottees of Plots shall be bound and obliged to comply with the same.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall handover the possession of the Plot on completion of the Project to the Allottee by way of issuance of a letter ("**Letter of Handover**") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

**13. RIGHT TO ENTER THE PLOT FOR REPAIRS:**

The Promoter/Maintenance Company/Notified Agency shall have rights of unrestricted access of all Common Areas, if any, of the Project for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company and/or Notified Agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

**Use of Service Areas:** The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Notified Agency/Maintenance Company/Promoter for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE PLOT:**





- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost and shall not do or suffer to be done anything in or to the Plot, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its demarcation, provisions of sewers, drains, pipes, electricity supply, waste management and any other 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. is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face of the Plot or anywhere on the exterior of the Project, buildings therein or Common Areas, if any, of the Project. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages of the Project.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Notified Agency, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. **ADDITIONAL CONSTRUCTION:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Plot, 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 Plot.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Town and Country (Planning and Development) Act, 1979 and the Rules made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and

  
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delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

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

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule-C] 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 provision.

**25. SEVERABILITY:**

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

  
Saman Chandra



confirm to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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 EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at [•]

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:

Allottee:

[•] Name of the Allottee,  
[•] [Allottee Address]

Promoter:

M/s Ambuja Neotia Teesta Development Pvt. Ltd.  
Ground Floor, Block-4B, Ecospace Business Park,  
Action Area-IIA, New Town,  
Kolkata-700160

It shall be 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.

*Suman Choudhary*  


30. **JOINT ALLOTTEES:**

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

31. **SAVINGS:**

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

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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

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

34. **ADDITIONAL TERMS:**

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

34.1 **RESTRICTIONS ON ALIENATION:**

The allottee may assign this agreement any time before the registration of the Deed of Sub-Lease, subject to the following conditions;

- i) The profile of the assignee is accepted by the Promoter.
- ii) An assignment fee equivalent to [●] % ([●] percent) of the Premium together with applicable taxes, if any, payable thereon has been paid to the Promoter. The Promoter shall consent to such assignment only upon being paid the fee / charge as aforesaid;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign this Agreement has already been paid to the Promoter.

  




- iv) Any such assignment or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the Allottee to be observed, fulfilled and performed;
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / assignment/alienation shall be payable by the Allottee or its transferee.

35. **MISCELLANEOUS:**

35.1 **THE ALLOTTEE DOTH HEREBY AGREE WITH THE PROMOTER as follows:**

- a) To pay annual sub-lease rent of Rs [\*] (Rupees [\*] only) plus applicable taxes in respect of the Plot. This payment of sub-lease rent (post handing over of the Plot) shall not be withheld under any circumstances, including due to any Force Majeure conditions as defined herein.
- b) To pay and discharge all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings, lease rent (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or during the term of the sub lease shall be imposed or charged upon the Plot and/or the building/bungalow to be constructed thereon and which may be assessed, charged or imposed upon either on the Sub Lessor or the Allottee/ Sub Lessee or occupier thereof whether in respect of the Plot or the building/bungalow to be erected thereon after the delivery of the possession of the developed Plot to the Allottee, in accordance with the provisions of relevant laws.
- c) To comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Plot and the building to be erected thereon including but not limited to the sanctioned Master Plan and DPR, the terms of the RFP, and Head Lease and the Land Use Development and Control Plan (LUDCP) of the SJDA and the Building Rules of the concerned local authority and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Promoter saved harmless and indemnified for all losses claims and demands which the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- d) To comply with and/or follow quality assurance plan and follow standard operating procedure while constructing the building on the Plot and to ensure that the construction is carried out in accordance with the stipulation of the National Building Code and relevant Indian Standard Codes applicable for structures and services and to complete construction thereof within **14 July 2028** in accordance with the period stipulated under the Head Lease in this regard **PROVIDED HOWEVER** that the Promoter may extend the timeline by another 2 (two) years in case of exceptional circumstances subject to the Promoter itself obtaining such extension under the Head Lease from the Lessor **FURTHER PROVIDED HOWEVER** that upon failure of the Allottee to comply with such covenant to commence and complete construction of the building on the Plot within the time originally fixed or as may be extended by the Promoter, the sub-lease shall be liable to be terminated

  


by the Promoter or the Lessor, as the case may be, and the Promoter or the Lessor, as the case may be, shall be fully entitled to re-enter in to or upon the Plot and obtain possession thereof.

- e) To construct two underground tanks and two overhead tanks on the building to be constructed on the Plot such that the Allottee can be supplied with potable and non-potable water. The Allottee shall mandatorily use two different piping systems to connect their potable and non-potable outlets and to install water tanks sensors.
- f) To use fresh water from borewell only for potable usage and install two water supply pipes to facilitate the separation of potable and non-potable outlets.
- g) To be responsible for its Diesel Set Generator ("DG Set") back up power to implement effective monitoring system for parameter of the DG Set. There will not be any DG Set back up power for the Project/Township. It will be the responsibility of the Allottee to implement effective monitoring system for other parameters of the DG.
- h) To strictly observe the daily timings in conformity with the applicable laws or as may be prescribed by the Promoter for the purposes of carrying out or causing the construction to be carried out within the Plot, at its own costs and liabilities, keeping the Promoter saved harmless and indemnified in this regard.
- i) To obtain at its own cost all permissions and licenses/ approvals from Governmental Authorities and other Statutory bodies which may be necessary to make, construct, erect, hold, use and/or enjoy the developed Plot and/or all building(s) constructed thereon and operate and maintain the Plot/Building in accordance with the terms of the Sub-Lease, Head Lease and Applicable Laws.
- j) To observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Promoter saved harmless and indemnified in this regard.
- k) To keep the Plot and the building(s) thereon in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the Plot and the building thereon or of the nearby properties at any time.
- k) To use low flow fixtures for saving water.
- l) To maintain and keep the Plot and building thereon in good and habitable condition.
- m) To carry out regular maintenance and replacement of fire protection, security, electrical wirings, installations and appliances in the Plot/building.
- n) To allow the Promoter, its agents and servants, or the Notified Agency with 24 hours' prior notice in writing (except for emergencies when no such notice would be required) to enter into and upon the Plot and the Building and all structures





thereon and view the state and condition hereof and to give or leave notice of any defect in such condition which the Allottee shall be liable to make good within 15 days after such notice has been given or left.

- o) To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Plot and/or the building and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Plot and/or the building thereon, on the expiry or sooner determination of this Sub-Lease Deed, the Allottee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of the Sub-Lease.
- p) To execute to the satisfaction of the Promoter, all works and observe and perform all such rules and conditions which shall appear to the Promoter or to the appropriate authorities of the State to be necessary or desirable in order to keep the Plot and the building thereon in good sanitary order and condition.
- q) To take steps to ensure that no third party may encroach in to or upon any portion of the Plot or the building(s) to be erected thereon.
- r) To pay the applicable development fee to the Promoter or such other Governmental Authority as may be prescribed under Applicable Law.
- s) To allow any person authorized by the Promoter or the Maintenance Company or the Notified Agency, to inspect, repair and clean sewer lines and/or manholes or to do any other works in connection therewith, within the Plot/building thereon without any obstruction or hindrance by the Allottee or by any of its men and agents.
- t) As and when the Allottee constructs a building on the Plot to purchase and maintain, at its cost and expense, such insurance as are necessary, including but not limited to the following: [if applicable]
  - (i) Builder's all risk insurance;
  - (ii) Loss, damage or destruction of the development facilities and services, at replacement value;
  - (iii) Comprehensive third-party liability insurance including injury or death to personnel of the Lessor and others who may enter the Site;
  - (iv) Workmen's compensation insurance;
  - (v) Storage cum erection insurance; and
  - (vi) Any other insurance that may be necessary to protect the Allottee, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as defined in the Head Lease) those are insurable.

  


The Allottee shall, from time to time, provide to the Promoter or the Notified Agency, as the case may be, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Allottee in accordance with this Agreement.

The Allottee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to the Promoter or the Notified Agency, as the case may be. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Promoter in writing. If at any time the Allottee fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Promoter or the Notified Agency, may at its option, purchase and maintain such insurance and all sums incurred by the Promoter or the Notified Agency, therefore, shall be reimbursed by the Allottee forthwith on demand, failure of which shall amount to event of default on the part of the Allottee.

- (u) The Allottee shall deposit a sum of Rs [●] (Rupees [●] only) ("Restoration Deposit") with the Promoter and hereby expressly authorizes the Promoter to utilize and deduct therefrom the entire actual cost of repair and/or replacement in the event any damage is caused to any part or portion of the Common Areas and/or the Shared Common Facilities/Township Level Common Facilities at any time during the development of the Plot and/or construction of the structures thereon by the Allottee for any reason whatsoever including but not limited to dumping and movement of construction materials/vehicles. Such Restoration Deposit shall be retained by the Promoter till the completion of construction of structures by the Allottee on the Plot and the balance amount, if any, remaining after appropriate adjustments/deductions therefrom in terms hereof shall be refunded with interest at the then prevailing SBI (1 year) MCLR rate per annum to the Allottee from the date of receipt of the sum till refund, if any. It is hereby clarified that in the event such Restoration Deposit is not sufficient to cover the actual cost of repair and/or replacement as contemplated herein, the Allottee shall remain fully liable to bear and pay the differential cost of repair and/or replacement or reimburse the differential cost thereof at actuals, as the Promoter may direct at its sole discretion and keep the Promoter saved harmless and indemnified for all losses claims and demands which the Promoter may suffer or be put to by reason of any breach of this covenant.
- (v) To clear, upon the completion of the construction of Building/Bungalow on the Plot, debris and remove unused materials, machinery and equipment that are not required and clear such area of the Plot. It is expressly provided herein that the Allottee shall be barred from using any part or portion of the Common Areas and/or the Shared Common Facilities/Township Level Common Facilities for storing construction goods or materials at any time during the development of the Plot and/or construction of the structures thereon by the Allottee/ and to keep the Promoter saved, harmless and indemnified for all losses, claims and demands which the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

  




- (w) Not to use or allow the Plot or any construction thereon for any illegal or immoral purposes or for any noisy or offensive trade or business.
- (x) Not to amalgamate the Plot or any part thereof with any other plot or plots of land without the prior written permission of the Promoter.
- y) Not to remove any earth from the Plot for any purpose other than for the purpose for which the Plot is Sub-leased, which earth should be used for re-filing of trenches excavated for construction and not to cause any damage or depreciation to the Plot.
- z) Not to bring in or store or allow to be brought in or stored in the Plot building constructed thereon or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Plot and/or the structures to be constructed thereon and not do or allow to be done on the building anything that may deteriorate the value of the building or the Plot or the Project or injure the same in anyway, except in accordance with law.
- aa) Not to allow the Plot and/or the building thereon or any construction thereon to be used in a manner which is not in conformity of any of the provisions of this Agreement.
- bb) Not to assign and/or transfer its right or Interest in the Plot or any part thereof and the building/bungalow to be constructed thereon (except by way of Sub-Lease, Sub-letting, or any other mode of transfer not amounting to a complete assignment of the Allottee's right, title and interest in the Plot and/or the building thereon) without previous approval in writing of the Promoter and the Lessor. A transfer or assignment which is restricted hereby, shall also include transfer or assignment by way of amalgamation, re-construction or any other mode or manner by which the lease hold interest of the Allottee is transferred to any other person, without the approval in writing of the Promoter. Provided However That the Allottee shall have the right to mortgage or charge its lease hold interest in favour of Scheduled Banks/Financial Institutions. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Allottee to the Promoter.
- cc) Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the Plot.
- dd) Not at any time during the term of the Sub-Lease, to open or work or dig any quarries for clay, gravel or sand, in upon or under the Plot and the Allottee agrees that the Lessor has the right to all minerals in the Plot together with such rights of way and any other reasonable facilities as be requisite for mining, gathering and carrying away such minerals. It is clarified herein that water to the Plots shall be supplied in two metered ferrule connections, that is to say, one for potable water and one for non-potable water. The Allottee shall use fresh water from borewell only for potable usage and install two water supply pipes. The Allottee must also provide for rainwater harvesting for the roof water.



- ee) Not to make the Promoter liable nor any liability be contracted in the name of the Promoter for any obligation of the Allottee in connection with the Plot / bungalow/building thereon.
- ff) Not to keep or leave at any time during the term of the sub-lease the Plot and/or any building(s) erected thereon unused, unattended or locked for a period of more than 10 (ten) months.
- gg) Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the Plot/building thereon or for any other similar cause or nature, happening for reasons beyond the Promoter's control.
- hh) Not to do or cause to be done in or upon the Plot or any part thereof or in the building(s) that may be erected thereon, any act, thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the Plot/building thereon or to the owners or occupiers of any portion of the Adjoining Property or neighboring land or premises.
- ii) Not to expose the Promoter, its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Allottee as set out in the clause 35.1 hereof which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep the Promoter, its officers and directors/employees always indemnified from all the aforesaid liabilities.
- jj) The engagement of a third party by the Allottee and the engagement of any independent consultant including, engineers and architects to assist the Allottee/Sub-Lessee in connection with the performance of the Allottee's rights/duties shall in no way limit or relieve the Allottee of its obligations under this Agreement.
- kk) At the expiry of the term hereby granted or sooner determination thereof, the Allottee shall make over vacant and peaceful possession of the Plot to the Promoter together with all buildings and constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures existing at the time of expiry of lease or sooner determination thereof.
- (ll) The Adjoining Property including the Retained Land is excluded from the scope, purview and ambit of these presents and shall continue to be held and possessed by the Promoter solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall neither have any share, right, title, interest of any manner whatsoever or howsoever therein nor have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto.
- (mm) Both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single

  




Master Plan and layout plan has been sanctioned for both the properties. Accordingly, the leasehold rights and interest of the allottees in respect of the various plots comprised in the Project Land shall at all times remain strictly restricted to their respective allotted plots only.

- (nn) The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of sub-lease in respect of the Plot in favour of the Allottee. The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds of sub-lease for the purposes of separately conveying the Common Areas of the Project and the Shared Common Facilities of the Township to the Notified Agency as per the terms of the Head Lease or the competent authority under the Act, as may be applicable.

**35.2 THE PROMOTER HEREBY AGREES WITH THE ALLOTTEE as follows:**

- (a) The Allottee, paying the said rates and taxes, lease rent and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the Plot and the bungalow/building to be constructed thereon during the term of the Sub lease to be created without any interruption, hindrance, disturbance or obstruction by the Promoter or any person claiming through, under or in trust for the Promoter.
- (b) That the Allottee shall, with the prior permission in writing from the Promoter, be entitled to sub-let, sub-lease or otherwise deal with or dispose of plot, constructed spaces in the building to be erected on the Plot not amounting to any assignment of entirety of Allottee's interest in the Plot on terms and conditions not contrary to or inconsistent with the terms of these presents, **PROVIDED HOWEVER** that the Allottee shall always keep the Promoter saved, harmless and indemnified from and against any losses claims or demands which the Promoter may suffer or be put to by reason of any such sub-letting or use.
- (c) The terms and conditions of the sub-lease shall inter-alia include the following
- (i) All amounts payable by the Allottee/Sub-Lessee are meant for the Promoter alone and the Head Lessor shall take no responsibility in this regard.
- (ii) The Head Lessor shall not be liable in any way to the Allottee/Sub-Lessee for entering into the agreement, for payment of money to the Promoter or on any other head or account whatsoever.
- (iii) Subject to the terms and conditions as laid down in the Head Lease, the Allottee/Sub-Lessee shall not be entitled to any possessory right or to be given possession of the Common Areas, if any, and the Common Areas/Shared Common Facilities/ Township Level Common Facilities or any part thereof. The Common Areas/Shared Common Facilities/ Township Level Common Facilities will be managed and maintained by the Promoter/Maintenance Company or the Notified Agency, as the case may

Suman Chandra  


be. The Allottee, would pay the applicable charges for maintenance of the Common Areas and the Shared Common Facilities/ Township Level Common Facilities in the manner as may be advised by the Promoter/Maintenance Company or the Notified Agency, as the case may be. An advance on this account has been paid by the Allottee as part of the Total Price as detailed in Clause 1.2 above. However, if the advance on that account is exhausted/ utilized in maintaining the Common Areas and the Shared Common Facilities/Township Level Common Facilities, the Allottee would pay the amount as billed to them on reasonable basis.

- (iv) The terms and conditions not specifically mentioned herein but stipulated in the Head Lease and applicable on the Promoter/ Sub Lessor herein mutatis mutandis shall apply to the Allottee/Sub-Lessee. All right, title and interest over the said Plot/building thereon shall after expiry or sooner determination of the Head Lease shall vest in the Head Lessor without any claim or demand for compensation or otherwise by the Allottee.
- (v) The Allottee agrees and undertakes that the Sub-lease in his favour shall be co-terminus with the Head Lease.
- (vi) Any violation of the terms and conditions of the Head Lease by the Allottee/Sub-Lessee will entitle termination of the Sub-Lease Deed in his favour.
- (vii) The Allottee/Sub-Lessee hereby indemnifies the Head Lessor in respect of any claim against the Head Lessor by any Statutory/other Authority or any other party with regard to the violation of the Lease Deed.
- (viii) The Allottee/Sub-Lessee agrees and undertakes that all the payment obligations of the Allottee/Sub-Lessee including the annual sub-lease rent, maintenance charges, taxes etc. shall not be denied, suspended and/or abated under any circumstances, including in case of occurrence of Force Majeure event unless it is in accordance with the provisions of Section 108 (B) (e) of the Transfer of Property Act, 1872.
- (ix) The Allottee shall be entitled to create a Security Interest in respect of its rights under the sub-lease in favour of Scheduled Banks/Financial Institutions without however in any manner creating or foisting any liability on the Promoter/Head Lessor. The Allottee can mortgage the leasehold interest only (and not the demised land itself) on the demised land, whether in full or in part. Apart from confirming to such lending institutions that the Allottee would have such right to create a security interest in respect of its rights hereunder including the Sub-Lease Deed(s), the Promoter would have no financial obligation towards the Scheduled Banks/ Financial Institutions. The Allottee shall always keep the Promoter / Lessor saved, harmless and indemnified from and against any losses, claims or demands which the Promoter/Lessor may suffer or be put to by reason of certain of such Security Interest. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Allottee to the Promoter.

  




- (x) Such other terms and conditions which are customary, including the right of re-entry/termination of the Promoter, and are prescribed in the Sub-Lease Deed.

**35.3 THE PROMOTER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER as follows:**

- (a) That any relaxation and indulgence granted by the Promoter to the Allottee shall not in any way prejudice the rights of the Promoter under the Deed of Sub-Lease.
- (b) It is hereby clarified that in view of the fact that there is a single sanctioned Master Plan which proposes the development of the Township comprising the Project along with several other phases, the competent authority, may issue a partial or temporary completion certificate or occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed as the "completion certificate" or the "occupancy certificate" for the Project in accordance with the Master Plan, as per the requirement of the various provisions of the Act.
- (c) That the failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Agreement for Sub-Lease and/or the Deed of Sub-Lease to be granted or the rights and obligations of the parties hereto. The Allottee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.
- (d) After the delivery of possession of the Plot to the Allottee and after execution and registration of the Deed of Sub-lease in his favour, the Allottee shall be entitled to construct his building thereon. The total FAR area of the building will not exceed [5] sq. mts. which has been earmarked for the Plot by the Promoter. The Allottee would also not construct the building beyond the dotted line as shown in the RED dotted colour on Plan-B annexed hereto. The height of the building to be constructed would not exceed [5] meters and the map/plan for the building should be prepared/ sanctioned must follow the above restrictions. The Allottee in constructing the Bungalow shall strictly abide by the Rules and Bye-laws of the concerned local authority and the construction norms and guidelines provided by the Promoter. The construction of the building in all respect must be completed by the Allottee over the Plot within **14 July, 2028**.

The Allottee understands acknowledges and agrees that while plots up to 1000 square meters in area shall be provided with connections for storm-water from the Township bulk services, for larger plots (area greater than 1000 square metre) shall have to install rainwater harvesting pit in their respective plots. The balance runoff from driveways shall be taken for discharge on storm water drain of the Township.

*Suman Chandra*  


- (e) The Allottee, in addition to payment of the Maintenance Charges as specified in Clause 11 above shall also pay the Guarding Charges as described in Clause 35.3(f) below.
- (f) In case the Allottee fails or neglects to take possession of his Plot as and when called upon by the Promoter or where physical delivery has been withheld by the Promoter on grounds stated elsewhere in this Agreement the Allottee will be liable to pay **Guarding Charges** at the rate of Rs. 1000/- (Rupees One thousand only) per Kottah per month for his Plot from the date of notice for possession till the actual date on which the physical possession of the Plot is taken by the Allottee.
- (g) The Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for common use and enjoyment by the Allottee in common with the Promoter (for the unallotted plots) all the other allottees/lawful occupants of other plots comprised in the Project, and are more fully and particularly described in **Part "A" of Schedule "D"**.
- (h) The allottees of the Project shall be entitled to the Irrevocable right to use the Shared Common Facilities/Township Level Common Facilities, which due to the scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees of the Project in common with the Promoter (for the unallotted or retained plots/apartments/units/spaces) and the allottees/lawful occupants of the others projects/phases of the Township.
- (j) It is expressly clarified herein that the Promoter shall be fully entitled to the Irrevocable right of use in respect of the Shared Common Facilities/Township Level Common Facilities in common with the allottees/lawful occupants of the Project and the allottees/lawful occupants of all other remaining phases of the Township.
- (k) The Allottee expressly understands that the Promoter may either develop by itself or cause the development of a Club on the Retained Land which shall at all times continue to be held and possessed by the Promoter solely, exclusively and absolutely, subject to the terms of the Head Lease and shall not be integrated or combined with or form a part of any of the proposed phases to be developed by the Promoter within the Township.
- (l) The Allottee expressly agrees that the proposed Club may be developed or caused to be developed by the Promoter in such manner, with such facilities and within such period as the Promoter may deem fit and proper in its absolute discretion, to cater to not only the residents of the Township but also the local populace residing outside the township. The proposed Club, if developed, shall be operated and managed by the Promoter or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter. The Allottee further understands and agrees that if such Club is developed and launched by the Promoter, the Allottee's membership to such Club shall be governed by the terms of a separate agreement entered by and between the Promoter or its nominated agency and the Allottee and shall be subject to the observance of such

  




rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Promoter or its nominated agency may decide at its sole discretion from time to time. It is hereby clarified that such separate agreement for membership shall not be considered as a part of this Agreement and/or Project in any manner whatsoever.

- (m) The Allottee expressly understands that while the Township shall be made accessible by the Promoter from the Township Existing Entry Point, the Promoter may also, at its sole discretion, explore avenues to arrange for Township Alternate Entry Point subject to the successful purchase of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard. The Allottee unequivocally agrees that nothing contained in this Agreement shall be construed as a binding obligation on the part of the Promoter to develop of the Township Alternate Entry Point and the Allottee shall neither have any objection or protest with regard to the situation or timing of development thereof nor any claim or demand of any nature whatsoever with regard to the non-development of the same on any grounds whatsoever.
- (n) In relation to Clause 12 hereinabove, the Allottee expressly understands agrees and acknowledges that since the Project comprises of developed plots instead of constructed apartments as leasable units, the liability of the Promoter in relation to the rectification of any structural defects for a period of 5 (five) years as mentioned in Clause 12 above, is wholly inapplicable and therefore excluded by necessary implication.
- (o) In addition, to whatever has been agreed in the clause 11 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas and Shared Common Facilities/Township Level Common Facilities:
  - (i) The Common Areas and the Shared Common Facilities/Township Level Common Facilities shall be handed over to the Notified Agency in terms of the Head Lease. However, it is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Promoter shall be fully entitled to handover the Common Areas to the competent authority as per the Act.
  - (ii) In the event the Notified Agency is not identified/declared/notified by the Lessor in terms of the Head Lease or any delay in the taking over of the Common Areas and/or the Shared Common Facilities/Township Level Common Facilities by the Notified Agency under the Head Lease or the competent authority as per the Act for reasons not attributable to the Promoter within the statutorily prescribed period or in terms of the Head Lease, then the Promoter, in order to ensure the benefit of the Project and the allottees, either on its own or through Maintenance Company shall continue to maintain and manage the Common Areas and the Shared Common Facilities/Township Level Common Facilities at the costs and expenses of the allottees but for a period not exceeding 3 (three) years from the date of completion of the Project in conformity with the provisions of



the Act ("Interim Maintenance Period"). The Allottee, will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period for the maintenance of both the Common Areas ("Interim Maintenance Charges") and the Shared Common Facilities/Township Level Common Facilities ("Interim Shared Common Facilities Maintenance Charges"), which amounts are separately included in the Total Price and shall be collectively referred to as the "Maintenance Charges". The Interim Maintenance Charges and the Interim Shared Common Facilities Maintenance Charges is part of the Total Price as detailed in Clause 1.2 above. It is further clarified herein that if required, a separate agreement/s will be entered into by and between the Parties containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas and/or the Shared Common Facilities/Township Level Common Facilities for any period beyond the Interim Maintenance Period, if applicable. Such agreement/s, if executed by the Parties herein in pursuance of the terms of this Agreement, shall at all times be construed as an integral part of this Agreement.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and the Shared Common Facilities/ Township Level Common Facilities shall during the Interim Maintenance Period, be framed by the Promoter/Maintenance Company with such restrictions and stipulations as may be necessary for proper upkeep, security, management, maintenance and general administration of the Project as well as the Township.

- (iii) In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till handing over of the Common Areas and the Shared Common Facilities/Township Level Common Facilities to the Notified Agency. On handing the maintenance of the Common Areas and Areas and the Shared Common Facilities/Township Level Common Facilities to the Notified Agency, all documents relating to Insurance shall be handed over to the Notified Agency.
- (iv) The Allottee, on or before taking possession in terms of this Agreement, shall pay the Maintenance Charges. It is clarified that the Promoter reserves the right to utilize such Maintenance Charges to adjust any recoverable dues from the Allottee. The Maintenance Charges after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Notified Agency, at the time of handing over the management and maintenance of the Common Areas and the Shared Common Facilities/Township Level Common Facilities. The Maintenance Charges may be increased/ decreased by the Notified Agency at their sole discretion.
- (v) Failure to pay Maintenance Charges after expiry of the Interim Maintenance Period, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottees and will make the Allottees liable to pay interest at [ ] % [ ]

  




percent) per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

- (p) Taxes: All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

#### SCHEDULE- "A"

##### [DESCRIPTION OF PLOT]

ALL THAT the Plot No. [•] measuring [•] Square Meter equivalent to [•] Kattahs, in the **Utsodhaara: Teesta Residential Plots Phase-II** as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project and butted and bounded as follows:

East: [•]

West: [•]

North: [•]

South: [•]

#### SCHEDULE - 'B'

##### [PLAN OF THE PLOT]

Plot No. [•] is shown in 'RED' border on Plan - "B" annexed hereto also showing the Green dotted line earmarking the building foot-print.

#### SCHEDULE - 'C'

##### [PAYMENT PLAN]

<u>Particulars</u>	<u>Amount/ Percentage</u>
Booking Money Part -I	5,00,000/-
Booking Money Final	10% (Less Booking Amount Part-I)

*Suman Chandra*  


Within 45 days of Execution of Agr For Sub Lease	10%
On Plot demarcation	20%
On completion of water supply pipelines from the source till the Plot	30%
On completion of electrical cabling till the Plot	10%
On completion of road upto the Plot	10%
On or before handover/possession	10% (plus other charges/deposits as mentioned in paragraph 1.2)
TOTAL:	100%

**SCHEDULE-D**

**Part - "A"**

**[COMMON AREAS]**

This is a plotted development, therefore, save and except the individual plots there are no common area in the Project.

**Part - "B"**

**[SHARED COMMON FACILITIES / TOWNSHIP LEVEL COMMON FACILITIES]**

1. Arterial road(s) and driveways
2. Water supply network within the Township with borewell
3. Electric cable network within the Township with necessary substation & transformer(s)
4. Storm water drainage network within the Township
5. Sewerage network within the Township with necessary Sewerage Treatment Plant(s)
6. Garbage Compactor for solid waste disposal
7. Street Lighting
8. Recreational areas (except plot GR-15 & the Club on plot no. UIF-5, being the Retained Land)
9. Access road from the Township boundary line to the entry and exit gate of the Township as depicted in Plan "A" hereto.

**SCHEDULE - 'E'**

**Part - "A"**

*Sarwan Chandra*  




[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PLOT]

SL. NO.	PARTICULARS
1	Plot demarcation
2	Electricity connection up to the plot
3	Water supply connection up to the plot
4	Storm water and sewage drainage connection from the plot

Part - "B"

[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

SL No.	PARTICULARS
1	Internal driveways and access roads inside the Project which is part of the Township road network
2	Water supply line inside the Project which is part of the Township water supply network
3	Electric cable routing inside the Project which is part of the Township electric supply network
4	Storm water drainage route inside the Project which is part of the Township storm water drainage network
5	Sewage network inside the Project which is part of the Township sewage network
6	Street-lights
7	Developed Green Area(s), if any, within the Project

SCHEDULE-F

[DISCLOSURE ON ENCUMBRANCES]

SL No.	PARTICULARS
1	<u>Currently there is an encumbrance in the form of Equitable Mortgage created by the Promoter on the Total Land in favour of Tata Capital Financial Services Ltd.</u>

  
Sanjay Chandra  
Registrar of Companies  
Kolkata

**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Agreement for Sub Lease at [ ] in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED ALLOTTEE  
IN THE PRESENCE OF:**

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED PROMOTER  
IN THE PRESENCE OF:**

*Samir Chandra*  
