

AGREEMENT FOR LEASE

THIS AGREEMENT FOR LEASE (“Agreement”) executed on this ____ day of _____, 2020

BY AND BETWEEN

MANI SQUARE LIMITED, a Company, incorporated under Indian Companies Act, 1956, having Income Tax (PAN) Permanent Account No. AABCR3668M, having its Registered Office at No.IT-9, ninth floor, "Mani Square" 164/1, Manicktala Main Road, Kolkata 700054 represented by _____, hereinafter referred to as “the **PROMOTER/ DEVELOPER / COMPANY**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

THE GOVERNOR OF THE STATE OF WEST BENGAL, through the Special Officer, Urban Development (Town & Planning) Branch And Municipal Affairs Deptt., Govt. of West Bengal, having its office at ADDA, 1st Administrative Building, City Centre, Durgapur 713216, represented herein by _____ vide Power of Attorney dated _____ and registered with the ADSR Durgapur, West Bengal in Book IV, CD Volume No. 1, Pages 3675 to 3689 and Being No. 00365 for the year 2011, hereinafter referred to as “the **LESSOR**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

_____, hereinafter referred to as “the **ALLOTTEE / LESSEE**” of the **THIRD PART**:

The Promoter, the Lessor and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The said Lessor by a registered Memorandum of Understanding dated 29th May, 2009 registered with ADSR, Durgapur, Burdwan in Book No.I CD Volume No.9 Pages 2926 to 2946 Being No.03392 for the year 2009 (hereinafter called “the **MOU**”) had appointed oneSPS Mani Infrastructure Private Limited as the Developer and/or agent for *interalia* development and marketing of residential-cum-commercial infrastructure at **All That** 49.946 Acres or 3021.7 cottahs or 2175647.7 square feet of land be the same a little more or less situate lying at and being Lay Out Plot No. 2, Block – Sovapur, P.S. Faridpur, at present Durgapur within the Municipal jurisdiction of The Durgapur Municipal Corporation, comprised in various Dags at present L.R. Plot No. 1101 under Mouza – Sovapur – ADDA, P.S. – Faridpur now Durgapur, J. L. No.46, Khatian No.198, L.R.Khatian No. 850 (being the Said Premises / Development Parcel / said Land described in the **First Schedule** hereto) on the terms and conditions contained therein.
- C. The said MOU provided *interalia* as follows :-

1. The said SPS Mani Infrastructure Private Limited would pay to the Lessor a land premium at the rate of Rs.22,38,500/- (Rupees Twenty-Two Lacs Thirty-Eight Thousand Five Hundred) only per acre [i.e. Rs.11,18,04,121.00 (Rupees Eleven Crores Eighteen Lacs Four Thousand One Hundred and Twenty-One) only for 49.946 acres of Land] at the time of / immediately prior to the execution thereof, and in pursuance whereof the Lessor would handover 'permissive possession' of the Said Premises / Development Parcel / said Land to the said SPS Mani Infrastructure Private Limited simultaneously with the execution thereof for construction of commercial-cum-residential infrastructure meant for complete execution of the project in tune with the approved concept plan and disposal of the flats / apartments / residential plots / commercial spaces. The said SPS Mani Infrastructure Private Limited duly paid to the Lessor the said land premium for the Said Premises / Development Parcel / said Land of Rs.11,18,04,121.00 (Rupees Eleven Crores Eighteen Lacs Four Thousand One Hundred and Twenty-One) only, which the Lessor admitted and acknowledged.
2. The Lessor would handover to the said SPS Mani Infrastructure Private Limited possession of the Said Premises / Development Parcel / said Land, on as is where is basis.
3. The Lessor would provide necessary assistance within its capacity and jurisdiction in the process of sanctioning of the plans for the project and also obtaining the requisite clearances from the required authorities and would also extend the necessary help to maintain liaison with Government agencies and statutory bodies for the purpose of water supply, drainage, power supply and all other relevant matters related to the project, All costs for this purpose would be borne by the said SPS Mani Infrastructure Private Limited.
4. The said SPS Mani Infrastructure Private Limited would be entitled to develop and market the project at the Said Premises / Development Parcel / said Land to the prospective buyers who would be interested to purchase flat(s) / apartments / residential plots / plotted and constructed commercial space(s), which are to be disposed of by a tripartite lease to be executed by and between the State of West Bengal as the Lessor, the intending purchaser as the Lessee and the said SPS Mani Infrastructure Private Limited as the Developer.
5. The said SPS Mani Infrastructure Private Limited would have the sole discretion and prerogative to market the remunerative property (being the project at the Said Premises / Development Parcel / said Land) and to determine and realize the premium of the developed residential plots, bungalows, multistoried building and commercial space(s) and car parking space(s) to be disposed of and would be entitled to take such premium without any objection or claim and dispute of the State of West Bengal and all such premiums would become the absolute property of the said SPS Mani Infrastructure Private Limited.
6. The initial tenure of the lease would be of 999 years for the residential plots / units (which subsequently stood reduced to 99 years vide Order No. 6686-LP/1A-18/2012 dated 26/12/2012 of the Government of West Bengal, Land and Land Reforms Department) and 99 years for commercial plots / units and renewable as per existing norms of the State of West Bengal and that the ground rent payable by such intending purchasers / lessees to the State of West Bengal would be as follows:
 - a) Rs.10/= per cottah per annum for residential plots;
 - b) Rs.10/= per annum per 100 sq.ft. per flat for residential apartments;
 - c) Re.1/= per sq.ft. SBUA (chargeable area) per annum for commercial space(s);

7. All taxes, duties or impositions upon the Units charged by local statutory authority or any other authorities shall be payable by the Lessees (i.e. intending purchasers) from the date of handing over of possession.
 8. The Lessor would not be held responsible for any delay, defective construction etc. in the execution of the works by the said SPS Mani Infrastructure Private Limited and any disputes arising with regard to the same or on later occasions would be rectified by the said SPS Mani Infrastructure Private Limited and the said SPS Mani Infrastructure Private Limited would keep the Lessor indemnified, harmless from all such claims / damages, if any, caused to the intending purchasers of the flats.
- D. The Said Premises / Development Parcel / said Land is part of the Larger Parcel of land containing an area of 100 Acres more or less (being the **IQ City Property / Larger Premises** as hereinafter defined), out of which the said Land measuring **49.946 Acres** was earmarked as **Development Parcel** and the remaining **50.055 Acres** was earmarked as **Institutional Parcel**, which was leased out to **IQ City Foundation**.
 - E. The said SPS Mani Infrastructure Private Limited having decided to commercially exploit the said Premises / Development Parcel prepared a master plan which was duly approved by the Asansol Durgapur Development Authority (in short "**ADDA**") under the Cover of their letter number ADDA/DGP/L-716/CS-58/05-06 (Pt-II) dated 31st March 2010.
 - F. The said SPS Mani Infrastructure Private Limited having duly complied with its obligations under the said MoU, the State of West Bengal handed over permissive possession of the said Premises / Development Parcel to the said SPS Mani Infrastructure Private Limited and such fact was duly recorded in a letter dated 26.10.2010 bearing No. ADDA/DGP/L-455/CS-58 issued by the Special Officer, Urban Development (T&CP) Deptt. & Chief Executive Officer, Asansol Durgapur Development Authority to the SPS Mani Infrastructure Private Limited.
 - G. The Asansol Durgapur Development Authority has granted a registered power of attorney to the SPS Mani Infrastructure Private Limited, which is registered with the ADSR Durgapur, West Bengal in Book IV, CD Volume No. 1, Pages 3675 to 3689 and Being No. 00365 for the year 2011.
 - H. The said SPS Mani Infrastructure Private Limited was subsequently renamed as IQ City Infrastructure Private Limited and a "Fresh Certificate of Incorporation consequent on change of Name" was issued by the Registrar of Companies, West Bengal on 27th August 2013.
 - I. In terms of an Order dated 12th December 2016 passed by the Hon'ble High Court at Calcutta in C.P. No.864 of 2016 connected with Company Application No.322 of 2016 in the Hon'ble High Court at Calcutta, Original Jurisdiction [In the Matter of Sections 391(1), 393 and 394 of the Companies Act, 1956; And In the Matter of Tollygunge Estates Pvt. Ltd. and In the matter of IQ City Infrastructure Pvt. Ltd. and In the Matter of Mani Square Limited] the said IQ City Infrastructure Private Limited was with effect from the appointed date, being 1st April 2015 ordered to be transferred and amalgamated with Mani Square Limited, being the Promoter herein and hence the Promoter became seized and possessed of and obliged to All the assets and liabilities of the erstwhile IQ City Infrastructure Pvt. Ltd. including those under the Memorandum of Understanding dated 29th May, 2009. The said Order dated 12th December 2016 passed by the Hon'ble High Court has been duly filed with Registrar of Companies, West Bengal.
 - J. The Promoter has formulated scheme for development of the Said Premises / Development Parcel / said Land and maintenance and management thereof and divided the same into various Zones / Segments and developed certain Zones / Segments and agreed to allot various flats, plots etc., to the intending purchasers thereof and collected premiums and other agreed amounts from them. Commencement of development of various portions, zones, segments etc., of the

said Premises / Development Parcel / said Land are yet to commence, which the Promoter plans / intends to develop in future.

- K. The Promoter, alongwith the Lessee of the Institutional Parcel (i.e. **IQ City Foundation**), has also earmarked certain areas installations facilities and amenities which shall be serving and be common to the entire **IQ City Property**, being both the Said Premises / Development Parcel and the Adjoining Property / Institutional Parcel, such as roads, paths, passages, drainage sewerage, effluent treatment plant and water supply systems upto the point/s of entry to each segment, utility areas etc. (being the **Broad Infrastructure** as hereinafter defined), final details whereof shall be such as be planned and finalised by the Promoter from time to time at its discretion.
- L. Plan for development and construction at the Said Premises / Development Parcel / said Land has been sanctioned by the Durgapur Municipal Corporation from time to time full details of the sanction in pursuance whereof the development envisaged herein is being made is morefully defined in Definition No.(xxx) of Annexure "A" hereinafter.
- M. The Promoter has registered **four towers viz Myrtle Dell 1 to Myrtle Dell 4 to be built** at the **said Apartment Zone-1** under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Calcutta Greens Commercial Complex, 1st floor, 1050/2, Survey Park, Kolkata 700075 on _____ under registration No._____.
- N. The Allottee had vide application No._____ applied for allotment of the **said Unit** (as hereinafter defined) described in the **Second Schedule** hereunder written, and also hereinbelow:

All That the Residential Flat / Apartment bearing No.____ containing a built up area of ____ Square Feet (Carpet Area whereof being ____ Square Feet and chargeable area being ____ Square Feet, which is inclusive of pro rata share in the Segmental Common Portions) more or less on the ____ floor of the Tower Myrtle Dell at the said Apartment Zone-1 and shown in the Second Plan annexed hereto, duly bordered thereon in "Red".

With right to park ____medium sized motor car/s/ Two Wheeler/sin the open compound in the Apartment Zone-1, exact location whereof has been identified in the Third Plan hereto annexed and identified in "Red".

- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to cause to be leased by the Lessor and the Allottee hereby agrees to take lease of the said Unit as specified in Para-N above;
- S. The Allottee has examined and got himself fully satisfied about (i) the title of the State of West Bengal to the Said Premises / Development Parcel, (ii) rights and powers of the Promoter as a developer, (iii) all legal incidents and matters in relation to the Said Premises / Development Parcel, including those herein contained; and shall not be entitled to raise any objection thereto or make any requisition in connection therewith; (iv) The Master Plan (v) The Building Plan

The Allottee has seen and inspected the approvals permissions etc., for development at the Said Premises / Development Parcel as also the Master Plan hereinbefore mentioned and has fully satisfied himself about the validity and all other aspects thereof and shall not be entitled to raise any objection with regard thereto. The Promoter shall be at liberty to have the approvals permissions etc., and the Master Plan modified and/or altered and/or varied and/or revalidated and/or obtain sanction of fresh plan and the Allottee hereby consents to and confirms the same.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the proportionate undivided share of the Allottee in various matters, including in the Segmental Common Portions, shall be and/or is likely to stand reduced. The Allottee also consents and confirms that the Promoter shall be at liberty to have the plan to be modified and/or altered from time to time.

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 cause the Lessor to lease to the Allottee and the Allottee hereby agrees to take on lease, the Unit as specified in para N;

1.1.1 **Term :** The Lease of the said Unit shall be for a period of 99 (ninety-nine) years commencing on and from the Deemed Date of Possession / Date of Commencement of Liability or the date of execution of the Deed of Lease(hereinafter called “the **Commencement Date**”), whichever be earlier.

The Allottee acknowledges the fact that The State of West Bengal is obliged to execute and register a lease in Allottee's favour in accordance with the aboverecited Memorandum of Understanding dated 29th May 2009, as modified by the order no. 6686-LP/1A-18/2012 dated 26.12.2012 of the Government of West Bengal, Land and Land Reforms Department) and the Allottee shall take all necessary steps and actions as be required for execution and registration of such lease and the Promoter shall co-operate with the Allottee therefor.

1.1.2 **Renewal :** The lessee shall be entitled to opt for the term lease for the like period on the same terms and conditions and to such other terms and conditions as maybe imposed and included in such renewal lease deed by the Lessor.

1.2 The Total Price / consideration / premium for the said Unit based on the carpet area is **Rs._____** (Rupees _____) only (“Total Price”) as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price
(i) Residential Flat / Apartment No.____, Floor____; Carpet Area ____ Sq. Ft.; Built-up Area ____ Sq. Ft.; Chargeable Area _ Sq. Ft.;	Rs.____

(ii) ____ number and Covered / Open type Car parking;	Rs. ____
(iii) ____ number Two Wheeler parking at ____ level;	Rs. ____
GST (based on Present Rates)	Rs. ____
Total	Rs. ____

Explanation :

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the project to the Association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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 therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price above includes recovery of cost of construction of [not only the Unit but also] the Segmental Common Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the unit, lift, water line and plumbing, finishing with POP, doors, windows, fire detection and firefighting equipment in the Segmental Common Portions, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project as per **Part-II of the Third Schedule**.

- 1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession /Date of Commencement of Liability or the date of demand by the Promoter or earlier as mentioned against the relevant head, whichever be earlier, also pay the following amounts:

- i) Legal Documentation Charges fixed at Rs.50,000 (Rupees fifty thousand) only payable at or before the execution hereof;
- ii) Proportionate costs charges and expenses for creation of electrical, water and drainage infrastructure for the Apartment Zone-1, being estimated at Rs._____ for the said Unit, payable on or before the Date of Possession /Date of Commencement of Liability;
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating the Common Areas and Installations, which the Parties have mutually estimated and fixed at Rs._____.
- iv) **Rent** :The Lease Rent payable in respect of the said Unit, being _____ per annum shall be payable by the Allottee to State of West Bengal in terms of the said MoU. .
- v) Development Charge (if any) imposed by Asansol Durgapur Development Authority (ADDA);
- vi) Charges for supply of filtered water as demanded by The Durgapur Municipal Corporation (DMC) being Rs._____.
- viii) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp charges and registration fees on execution and registration of this agreement and of the lease deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

1.2.3 The Allottee shall, on or before the Date of Possession /Date of Commencement of Liability or the date of demand by the Promoter, deposit and/or keep deposited with the Promoter a sum of Rs._____ as interest free security deposit, and in the event of any default by the Allottee in making payment of the maintenance charges, municipal and other rates taxes and outgoings, electricity charges (if provided from sub-meter) within the due dates and in the manner mentioned herein, the Promoter in its sole discretion and without prejudice to the other rights and remedies available to the Promoter, shall be entitled to meet the amount/s under default out of the said deposit **And** upon the Promoter informing the Allottee of such default and of meeting such payment from/out of the said deposit, the Allottee shall make up the said deposit to its full amount within seven days of receiving such information from the Promoter.

1.2.3.1 Upon formation of the Association / Maintenance Company in terms hereof, and at the time of handing over the charge to such Association / Maintenance Company, the Promoter shall transfer the residue then remaining of such Deposit made by the Allottee after adjusting all amounts then remaining due and payable by the Allottee and the amounts thus transferred shall be held by the Association / Maintenance Company to the account of the Allottee for the purpose thereof;

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II of the Fifth Schedule** hereunder written ("**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 @____% (_____ 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 and specifications and the nature of fixtures, fittings and amenities described in **Part-I and Part-II of the Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of the instant agreement) in respect of the Unit or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contained 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 as contained in **{Recitals L & S} and Definition No.(xxx)** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall ensure that the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the unit, allotted to Allottee, the Promoter shall be entitled to demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan or before delivery pf possession, whichever is earlier. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
 - (i) The Allottee shall have exclusive interest in the Unit;
 - (ii) The Allottee shall also have undivided proportionate interest in the Segmental Common Portions. Since the share/interest of Allottee in the Segmental Common Portions is undivided and cannot be divided or separated, the Allottee shall use the Segmental Common Portions alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Segmental Common

Portions to the Association of allottees after duly obtaining the completion certificate for all Towers in **Apartment Zone-1** from the competent authority as provided in the Act. Use of Common Areas and Installations shall strictly be in accordance with the provisions of this agreement;

- (iii) That the computation of the price of the Unit includes recovery of cost of construction of [not only the Unit but also] the Segmental Common Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the unit, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the Segmental Common Portions and includes cost for providing all other facilities, amenities and specifications to be as provided within the Unit and the Project.
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his unit, as the case may be, with prior written intimation and appointment.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including 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 and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs._____ only (in short "the **Booking Amount**") as booking amount being part payment towards the Total Price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the **Payment Plan (Part-II of the Fifth Schedule)** as may be demanded by the Promoter within the time and in the manner specified therein;

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

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of "**Mani Square Limited Escrow Collection Account**" 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, 1934 and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment

acquisition/lease/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding of the Allottee against the Unit if any, in his/her name and the Allottee undertakes not to object to such adjustments / appropriations 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 Unit to the Allottee and the **Segmental Common Portions** to the Association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/UNIT**

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Unit and has accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement. **Provided That** 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 as contained in {**Recitals L & S**} and **Definition No.(xxx)** (being the definition of Plan) of the **Annexure "A"** hereto.

7. **POSSESSION OF THE UNIT**

- 7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the **Segmental Common Portions** to the association of Allottees or the competent authority, as the case may be, is the essence of the

Agreement. The Promoter, assures to hand over possession of the Unit along with ready and complete **Segmental Common Portions** with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to pandemic, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the lease deed in favour of the Allottee shall be carried out by the Promoter and the Lessor in terms of this agreement subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Unit to the Allottee nor to execute or cause to be executed any Lease Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the applicable occupancy certificate / completion certificate to the Allottee at the time of lease of the same.
- 7.2.1 It is clarified that the Promoter shall be deemed to have duly complied 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 Unit:** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit 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 Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.
- 7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs. _____ (Rupees _____ only) per Square Foot per month / day of the chargeable area of the said Unit, plus GST (if applicable), from the Deemed Date of

Possession /Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

- 7.4 **Possession by the Allottee** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the units to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Segmental Common Portions, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including Segmental Common Portion(s), to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

- 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, the Promoter herein is entitled to forfeit the Booking Amount (10% of Total Consideration), with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

- 7.6 **Compensation**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a 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 Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

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 the possession of the Unit which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

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

The Promoter and the Lessor (as applicable) hereby represents and warrants to the Allottee as follows :

- (i) That the Lessor has clear and marketable leasehold interest with respect to the said Land; the Lessor and Promoter represent that the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises / Development Parcel and shall be at liberty to create further mortgages and/or charges in respect of the said Premises / Development Parcel or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of lease / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring interest the said Unit free of all such mortgages and charges created by the Promoter. It is specifically mentioned that the Apartment Zone-1 is presently subject to charge in favour of J.M. Finance Pvt. Ltd.
- (iv) There are no litigation(s) pending before any Court of law or authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Units and common areas;
- (vi) The Promoter and the Lessor have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights and interest of the Allottee intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for assignment and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from causing sub-lease of the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Segmental Common Portions to the Association of the Allottees or the competent authority, as the case may be;
- (x) The **Apartment Zone-1** is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right and claim over the **Apartment Zone-1**;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the occupancy / completion certificate has been issued and possession of Unit or Project, as the case may be, along with, Segmental Common Portions(equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, 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 said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

9.2 In case of Default by Promoter under the conditions listed above, 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 payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or.
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the lease of the unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee 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 Unit, which shall be paid by the Promoter to the Allottee within 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 demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 (two) months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to lease of the Unit in the meantime by the Promoter and amounts having been received by the Promoter from the new transferee thereof.

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

10. **LEASE OF THE SAID UNIT**

The Promoter on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall cause the Lessor to execute a Lease deed for lease of the interest in the Unit together with proportionate indivisible share in the Segmental Common Portions within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the lease deed in favour of the Allottee shall be carried out by the Lessor within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Lease Deed in favour of the Allottee simultaneously with the delivery of possession of the Unit to the Allottee and the Promoter shall not be obliged to deliver possession of the Unit to the Allottee unless the Allottee executes and/or is ready and willing to execute the lease simultaneously with such delivery of possession.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Allottee authorizes the Promoter to withhold registration of the lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

Lessor's Confirmation: The Lessor has been made party to these presents to confirm the Allottee that the Lessor shall join in as party to the deed/s of lease or transfer that would be executed and registered by the Promoter for lease of the Unit in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The Lessor's obligation is limited to grant of lease, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Lessor have agreed to lease / transfer the proportionate undivided indivisible impartible variable share in the Segmental Common Portions attributable to the Unit for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such lease / transfer to be carried out in favour of the Association / Maintenance Company, the same shall be leased in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Segmental Common Portions and/or the Land comprised in the said **Apartment Zone-1** to be carried out in favour of the Association / Maintenance Company or else, then the deed of lease in respect of the said Unit shall be so executed and registered by the Promoter and Lessor in favour of the Allottee (i.e. sans the proportionate share in the Segmental Common Portions).

The Lessee shall be bound and obliged to observe fulfill and perform the terms conditions and covenants contained in the said MoU.

11. **MAINTENANCE OF THE SAID SEGMENT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Segmental Common Portions / Common Areas And Installations are contained in **Annexure "B"** hereto and all the Allottees of Units / Units 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 (not due to wear and tear) or any other obligations of the Promoter as per the agreement for lease 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 or the date of issue the completion / occupancy certificate, whichever is earlier, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE**

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

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

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency

appointed by the association of allottees. 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 said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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 Unit. It is specifically mentioned that the Apartment Zone-1 is presently subject to charge in favour of J.M. Finance Pvt. Ltd., as hereinbefore mentioned.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises / Development Parcel and shall be at liberty to create further mortgages and/or charges in respect of the said Premises / Development Parcel or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of lease / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring interest in the said Unit free of all such mortgages and charges created by the Promoter.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to unit ownership.

20. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures 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 as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the 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 said unit/building, as the case may be.

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 said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit 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 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 Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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), the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units / Units in the **Apartment Zone-1**.

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 its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar / Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

29. **NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

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 unit or building, as the case may be, prior to the execution and registration of this Agreement for Lease for such unit or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for 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 in accordance with the Act and Rules.

34. **RESTRICTIONS ON ALIENATION:** Pending execution and registration of the Deed of Lease by The State of West Bengal in Allottee's favour, the Promoter may allow transfer / nomination of the allotment hereby agreed to be made subject to the Allottee not in any manner being in default in observance of his obligations herein contained **But Subject Nevertheless To** the following terms and conditions:

- a) any such transfer shall be subject to the terms conditions agreements and covenants herein contained and on the part of the Allottee to be observed fulfilled and performed;
- b) the Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;

- c) the Allottee shall be liable for payment of such charges as may be imposed by the Promoter for such transfer, which for the time being has been fixed by the Promoter as 2% of the transfer price (being the aggregate of the Premium payable by the Allottee to the Promoter hereunder and the profit of the Allottee and also the profits of the their subsequent transferees / nominees in case of subsequent nominations / transfers), with liberty to the Promoter to change / modify the same from time to time at the sole and absolute discretion of the Promoter;
 - d) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- 34.1 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- 34.2 Transfer of the said Unit after the Promoter has caused to be executed the deed of lease of the said Unit in favour of the Allottee shall not be governed by this clause.
35. **OTHER PROVISIONS:**
- 35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Towers / Segment / Project or other parts of the said Premises / Development Parcel (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Project / Buildings and the said Premises / Development Parcel or the lease or transfer of the other Units in the said Premises / Development Parcel is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction at the said Premises / Development Parcel and/or transferring and disposing of the other units / units / saleable spaces in the Project / Buildings or the said Premises / Development Parcel then and in that event without prejudice to such other rights the Promoter and/or the Lessor may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Lessor for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.
- 35.2 Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other units / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises / Development Parcel or the Buildings thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive open to sky Terrace / Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 6 (six) months of completion of the Lease apply for and obtain at their own costs separate assessment and mutation of the said Unit in the records of the concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

- 35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.7 The Promoter shall have the right to grant to any person the exclusive right to park any vehicle in or at the parking space(s) or otherwise use and enjoy for any other purposes the side, front and back open space(s) surrounding the Towers and also the covered space(s) in the Ground Floor, and all other areas within the Said Premises / Development Parcel in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.8 Save the said Unit and the common user of the Common Areas and Installations, the Allottee shall nor have nor shall claim any right whatsoever or howsoever over and in respect of the other areas and space(s) at the said Apartment Zone-1 and/or the Said Premises / Development Parcel and/or the Adjoining Property / Institutional Parcel and the Promoter shall be absolutely entitled to use, enjoy, transfer, lease and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter alone shall be exclusively entitled to all future horizontal and vertical exploitation of the Project / said Premises, including by way of raising further storey or stories on the roof for the time being of the Towers, and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or lease transfer or dispose off the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the proportionate share of the Allottee in the **Segmental Common Portions** shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts paid / payable by the Allottee nor to claim any amount from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., if and as may be required by the Promoter.
- 35.10 The Allottee further acknowledges that the development at the said Premises / Development Parcel is a large project and will be developed in Phases / Sub-Phases spread over considerable period of time and the Allottee shall not object to the same and in any event hereby consents to the same and the Allottee shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the development or construction (notwithstanding the delivery of possession of the said Unit to the Allottee and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development or the transfer or disposal of the other areas, spaces, units etc., therein is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter is restrained from such development or construction and/or transferring or disposing of the other areas, spaces, units etc., then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter.

- 35.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roof for the time being of the Towers or any of them on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.12 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Towers or anywhere on the exterior of the Project, buildings therein or Common Areas without prior written permission of the Promoter. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircases of the Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit.
- 35.13 The Allottee shall be bound to abide by all the terms and conditions contained in the said MoU, including as regards permission to be obtained from the State of West Bengal for alienation, transfer, sub-division, assignment as therein contained;
- 35.14 The Promoter intends to form one or more Association(s) / Maintenance Company(ies) for the Said Premises / Development Parcel and/or for various zones / segments / sub-segments or any one or more of them for the purpose of taking over charge of and being responsible for maintenance management upkeep and administration of the same;
- 35.14.1 The Allottee shall sign and execute all papers, documents and applications for the purpose of formation of the Association(s) / Maintenance Company(ies) and also for becoming member thereof and proportionately pay and incur all costs fees and expenses in that behalf and do all the necessary acts deeds and things;
- 35.14.1 Upon formation of the Association(s) / Maintenance Company(ies), the Promoter intends to transfer to the Association all its rights responsibilities and obligations with regard to such maintenance management upkeep and administration, whereupon only the Association(s) / Maintenance Company(ies) shall be entitled thereto and obliged therefor;
- 35.15 As a matter of necessity, the enjoyment of the said Unit by the Allottee shall be consistent with the rights and interest of all the allottees and in using and enjoying the said Unit and the Segmental Common Portions and the Broad Infrastructure, as applicable, the Allottee shall observe fulfill comply with and perform the rules regulations bye-laws etc., as be framed and made applicable by the Promoter and/or the Association(s) / Maintenance Company(ies) from time to time, including those mentioned in **Annexure "B"** hereto, and also those by the authorities (including ADDA / State of West Bengal) and shall keep the Promoter saved harmless and indemnified against all losses or damages which may be suffered by the Promoter due to default or negligence on the part of the Lessee in respect thereof.
- 35.16 The Allottee shall regularly and punctually pay to the Promoter and/or the Association / Maintenance Company, as applicable, with effect from the Date of Possession, the following amounts expenses and outgoings:
- i) Municipal and other rates and taxes, water tax, impositions, levies, surcharges, cess and outgoings assessed on or in respect of the said Unit directly to concerned authority **Provided That** so long the said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter and/or the Association / Maintenance Company proportionate share of all such rates and taxes;

- ii) Electricity charges for electricity consumed in or relating to the said Unit and until separate electric meter is obtained by the Allottee for the said Unit, the Promoter and/or the Association / Maintenance Company may, subject to availability, provide reasonable quantum of power in the said Unit from its own existing sources and the Allottee shall pay electricity charges to the Promoter and/or the Association / Maintenance Company based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Promoter and/or the Association / Maintenance Company shall be liable to pay the same to WBSEB but after adding thereto the amount / quantum thereof on account of loss of electricity due to amortization, transmission etc. and other reasons / heads.
- iii) Charges for enjoying and/or availing power in excess of _____ Watt per square foot of the built up area of the said Unit, if (subject to availability) provided to the Allottee by the Promoter and/or the Association / Maintenance Company from the common generator to be installed and the same shall be payable to the Promoter and/or the Association / Maintenance Company;
- iv) Proportionate share of all Common Expenses payable to the Promoter and/or the Association / Maintenance Company from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Promoter and/or the Association / Maintenance Company, a minimum of maintenance charges calculated @Rs. _____ (Rupees _____) only per square foot per month of the Chargeable Area of the said Unit; The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the Association / Maintenance Company at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
It is clarified that out of the aforesaid rate of maintenance charges, the amount attributable to the Broad Infrastructure shall be paid by the Promoter and/or the Association / Maintenance Company to the Infrastructure Body directly and the Allottee shall not be liable to pay for the same separately.
- v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes duties impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEB from its consumers for the delay payment of its bills).

35.16.1 While calculating the area corresponding to the Allottee's proportionate undivided area in the Segmental Common Portions under clauses 35.16(iv) hereinabove, the Promoter has taken into account (i) the built-up area of the said Flat No. _____ (ii) the built-up area of all the other Flats (both completed and yet to be completed) in the said **Apartment Zone-1**, (iii) the area of all the Segmental Common Portions, other than the top (ultimate) roof of the Towers in **Apartment Zone-1**. **It is expressly agreed** that the Certificate of the Architect issued by Project Architects and duly forwarded to the Allottee is final and binding upon the parties hereto.

35.16.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter or the Association / Maintenance Company, as applicable. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the Allottee's Unit or in the letter box in the concerned Tower earmarked for the Allottee's Unit.

35.17 In the event of the Allottee failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, common expenses or any other amount payable by the Allottee under this agreement and/or in observing and performing the rules regulations bye-laws etc., with regard to maintenance management upkeep and administration, then without prejudice to the other remedies available against the Allottee, the Allottee shall be liable to pay to

the Promoter and/or the Association / Maintenance Company interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Promoter and/or the Association / Maintenance Company shall be entitled to:

- (i) disconnect the supply of power to the said Unit (if provided through sub-meter);
- (ii) disconnect / block the supply of water to the said Unit;
- (iii) withhold and stop all other utilities and facilities to the Allottee and their family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iv) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
- (vi) take such other action as they may deem fit and proper;

- 35.17.1 The unpaid amounts as aforesaid, as well as accrued interest thereon, shall remain a charge / lien on the said Unit and the Promoter and/or the Association / Maintenance Company shall be entitled to recover the same from the sale / transfer proceeds realised from assignment / transfer / sub-lease by the Allottee of the said Unit.
- 35.18 The Allottee shall have no connection whatsoever with the allottees / transferees of the other units / units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.19 The properties and rights hereby agreed to be allotted to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.20 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for lease / transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.21 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Segmental Common Portions or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Lessor, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Lessor shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Lessor fully indemnified with regard thereto;
- 35.22 The Allottee shall be and remain responsible for and indemnify the Lessor and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the **Apartment Zone-1** or any other part of the said Premises / Development Parcel or any

other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Lessor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Lessor and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 35.23 The entirety of the development at the said IQ City Property, which includes the Said Premises / Development Parcel and the Adjoining Property / Institutional Parcel, shall bear the name “**IQ City**”, unless changed by the Promoter. The various segments / sub-segments comprised in the said Premises / Development Parcel shall bear such name/s as be decided by the Promoter in its absolute discretion.

- 35.24 The Promoter shall be at liberty to cause to be changed the occupancy nature in respect of any unit and to own use enjoy and/or transfer the same as per such sanctioned occupancy nature without any hindrance obstruction objection or claim by the Allottee.

- 35.25 Save and except the said Unit, the Allottee shall have no claim whatsoever or have any right whatsoever or howsoever over and in respect of other units or space(s) or area(s) [including parking space(s)] in the Said Premises / Development Parcel or any Zone / segment / sub-segment, and the Promoter shall be absolutely entitled to use, enjoy, and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee shall not obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and space(s) belonging to the Promoter exclusively.

- 35.26 The Promoter shall always be entitled to set up or allow any person or body to set up at any time mechanised or masonry parking on any part of the land/open space of the Said Premises / Development Parcel or any Zone / Segment / Sub-Segment and to use, enjoy, hold, transfer, let out, lease out, transfer or otherwise dispose of the same to any person or persons in whole or in parts and on such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Promoter may deem fit and proper.

- 35.27 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE : (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LESSOR:

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted by:

Advocate,
High Court, Calcutta

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Premises / Development Parcel - being the
Development Parcel measuring 49.946 acres)

ALL THOSE several pieces and parcels of contiguous land containing an aggregate area of 49.946 Acres or 3021.7 Cottahs (equivalent to 2175647.7 Sq ft.) (be the same a little more or less) situate lying at and comprised in Plot Nos. 247 (part), 248 (Part) 249 (Part), 252(Part), 253, 254(Part), 255(Part), 256(Part), 257(Part), 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 264/2360 (Full) 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 338(Part), 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355(Part), 358(Part), 361(Part), 362(Part), 363, 364(Part), 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383(Part), 389(Part), 390(Part), 391(Part), 430(Part), 431(Part), 557(Part) and 558 all within Mouza Sovapur J.L. No. 46, Khatian No. 198, P.S. Faridpur (Durgapur) District Burdwan, West Bengal, and butted and bounded as follows:

on the North	:	By land of IQ City Foundation (formerly known as SPS Synergy Foundation);
on the South	:	By Canal;
on the East	:	By vacant land;
on the West	:	By canal and metal road;

THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)

ALL THAT the Residential Flat bearing No. _____ on the _____ Floor in the _____ Block containing a Built-Up Area of _____ Square Feet (Chargeable Area being _____ Square Feet) more or less at the **Apartment Zone-1** and delineated in the **Second Plan** annexed hereto duly bordered thereon in **“RED”**.

With right to park ____ medium sized **motor car/s** in the covered space / open compound at the **Apartment Zone-1**, exact location whereof has been identified in the **Third Plan** hereto annexed and identified in **“Red”**.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I
(Segmental Common Portions of Apartment Zone-1)

- (a) Entrance and exit gates of the Apartment Zone-1;
- (b) Paths passages and driveways in the Apartment Zone-1, other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- (c) Entrance Lobby for each of the Towers within the Apartment Zone-1.
- (d) Ultimate roof(s) of the each of the Towers within the Apartment Zone-1, to be used in common by the Allottees of the respective Towers.
- (e) Reserved space for parking of motor cars for visitors to the Allottees.
- (f) Staircases of the Towers and Fire Refuge Platforms;
- (g) Landscaped Garden, if any, within the Sub-segment.
- (h) Lifts alongwith lift shafts and the lobby in front of it on typical floors and Lift machine room.
- (i) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Apartment Zone-1, for operation of lifts and pump and for supply of power in the Units to the extent of agreed quantum during power failure.
- (j) The staircases, lobby and landings the lifts and separate electric meter/s and room for its installation in the ground floor of each Tower.

- (k) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
- (l) Underground water reservoir.
- (m) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Towers and from there to the drains and sewers forming part of the Broad Infrastructure.
- (n) Security Room for darwan/ security guard, if provided.
- (o) Common toilets in the Ground Floor of the Towers, if any.
- (p) Garbage Chute evacuating in the Garbage Room, if provided.
- (q) Requisite arrangement of Intercom/ EPABX with connections to each individual Unit from the reception of the Tower, as be provided by the Promoter.
- (r) Boundary Walls of the Apartment Zone-1 at some places and dividing green shrub wall at some places.

PART-II

(Specifications of construction of the Said Unit & Segmental Common Portions)

THE FOURTH SCHEDULE ABOVE REFERRED TO: **(Common Expenses for Apartment Zone-1 to include the following)**

1. The costs and expenses on actual basis relating to the Broad Infrastructure, which shall be distributed between all Zones / Segments and shall be borne and paid by and/or recovered from the Allottees / Holders of Units comprised in each Zone / Segments, as the Promoter may in its absolute discretion decide;
2. The costs and expenses on actual basis relating to **Apartment Zone-1** which shall be borne and paid by and/or recovered from the Allottees / Holders of Units comprised in **Apartment Zone-1**;
3. Some of the expenses within **Apartment Zone-1** may be common to any one or more Towers comprised therein, which shall be borne and paid by and/or recovered from the Allottees / Holders of Units comprised in such Tower/s.
4. An amount equivalent to 10% of the costs and expenses on actual basis incurred in relation to the Broad Infrastructure and the Segmental Common Portions as the management fees/expenses.
5. The costs and expenses referred to hereinabove shall include, but not be limited, to the following:
 - a) **Maintenance:** All costs and expenses of maintaining repairing repainting redecorating renewing renovating upgrading cleaning etc., of the Common Areas and Installations (being the Broad Infrastructure and the Segmental Common Portions / Sub-Segmental Common Portions), including the Towers and the top roofs thereof (only to the extent of leakage and drainage to the upper floors). The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises / Segments / Sub-Segments.
 - b) **Operational:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (being the Broad Infrastructure and the Segmental Common Portions / Sub-Segmental Common Portions) and also the costs of repairing, renovating and replacing the same, including expenses on account of Asset Management Contracts.
 - c) **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed for managing maintaining cleaning securing etc., of the Common Areas and Installations (being the Broad Infrastructure and the Segmental Common Portions / Sub-Segmental Common Portions), including security personnel, electricians,

- maintenance persons, caretakers, plumbers, administration personnel, accountants, clerks, gardeners, sweepers, liftmen etc.
- d) **Taxes:** Municipal and all other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises / Segments / Sub-Segments (save those assessed separately in respect of Units individually).
- e) **Insurance:** Insurance premium for insurance of the Common Areas and Installations (being the Broad Infrastructure and the Segmental Common Portions / Sub-Segmental Common Portions) and the Towers / Buildings at the said Premises against earthquake, damages, fire, lightning, mob, violence, civil commotion etc., (and all other risks, if and as insured).
- f) **Common Utilities:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
- g) **Corpus :** Corpus for Infrastructure Maintenance.
- h) **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
- i) **Others:** All other expenses and/or outgoings not specifically mentioned herein, including but not limited to litigation expenses, in connection with the said Premises / Development Parcel and also those as are incurred in connection with and/or incidental to managing maintaining cleaning securing etc., of the Common Areas and Installations (being the Broad Infrastructure and the Segmental Common Portions / Sub-Segmental Common Portions).

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

The **Consideration/ Premium** payable by the Allottee to the Promoter for lease of the said Unit shall be as follows:-

Head	Price
(i) Residential Flat / Apartment No.____, Floor____; Carpet Area ____ Sq. Ft.; Built-up Area ____ Sq. Ft.; Chargeable Area _ Sq. Ft.;	Rs.____
(ii) ____ number and Covered / Open type Car parking;	Rs.____
(iii) ____ number Two Wheeler parking at ____ level;	Rs.____
GST (based on Present Rates)	Rs.____
Total	Rs.____

Note : GST is based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II

(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of “**Mani Square Limited Escrow Collection Account**” or by online payment (as applicable) as follows:

PAYMENT SCHEDULE:

Note: The milestones mentioned in item Nos. _____ to _____ are interchangeable and may not be completed in same sequence.

Annexure "A"

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **IQ City Property / Larger Premises** shall mean the land said to contain an area of 100 Acres more or less situate lying at and comprised in various Dags, presently recorded in Khatian No.198, in Mouza Sovapur, J.L.No.46, P.S. Durgapur (formerly Faridpur) Registration Office City Centre, Durgapur, District Burdwan, West Bengal, **being the aggregate of the said Premises / Development Parcel and the Adjoining Property / Institutional Parcel;**
- vi) **Said Premises / Development Parcel / said Land** shall mean the divided and demarcated portion of the said IQ City Property containing an area of **49.946 Acres** more or less, morefully and particularly mentioned and described in the **First Schedule** hereunder written, intended to be developed by the Promoter in Phases / Sub-Phases;
- vii) **Adjoining Property / Institutional Parcel** shall mean the remaining divided and demarcated portion of the said IQ City Property containing an area of **50.055 Acres** more or less;
- viii) **IQ City Foundation / Foundation** shall mean **IQ City Foundation** (formerly **SPS Synergy Foundation**), a Society registered under the West Bengal Societies Registration Act, 1961 having its Registered Office at 164/1 Manicktala Main Road, Kolkata 700054, **being the lessee in respect of the Adjoining Property / Institutional Parcel** in terms of the Deed of Lease dated 18th August 2008 made between the Governor of the State of West Bengal as the Lessor and SPS Synergy Foundation(as IQ City Foundation was then known) as the Lessee and registered with ADSR, Durgapur, Burdwan in Book No. I, CD Volume No.15 Pages 1023 to 1037 Being No.06000 for the year 2008;
- ix) **Zones / Segments** shall mean the various zones / segments within the Said Premises / Development Parcel as be planned by the Promoter from time to time. The Promoter reserves the right to change, alter or modify the scheme of zoning / segmentisation / sub-segmentisation and/or planning as the Promoter may deem fit and proper from time to time in its sole and absolute discretion without any reference to the Allottee and the Allottee shall not object to the same and the Allottee hereby consents to the same.

Notwithstanding anything elsewhere to the contrary herein contained, it is agreed that this agreement relates to allotment to the Allottee of a Flat in the **Apartment Zone-1** at a portion of the Said Premises / Development Parcel, and the Allottee shall not have any right or interest nor shall claim any right or interest whatsoever or howsoever over and in respect of any other areas / portions / segments / sub-segments in the Said Premises / Development Parcel and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in

any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper.

- x) **Apartment Zone-1 / Project** shall mean **Two** divided and demarcated portions of the Said Premises / Development Parcel measuring _____ Acres and _____ Acres respectively, aggregating to _____ Acres, as shown in the plan annexed hereto being **Annexure “A”**, in **“Blue”** borders, whereat twenty-one numbers of multi-storeyed residential buildings / towers have been presently planned by the Promoter. **Both** of the said portions forming the Apartment Zone-1 are and shall always be considered a single zone and the Common Portions of each portion shall be used and enjoyed by the allottees of all the said portions of the **Apartment Zone-1** in common with each other.

Of the twenty-one numbers of multi-storeyed residential buildings / towers presently planned by the Promoter at the said the Apartment Zone-1, seventeen numbers of towers are complete and/or nearing completion and for the remaining four numbers of towers, the Promoter now intends to commence construction.

- xi) **Broad Infrastructure** shall mean all those areas installations facilities and amenities which shall be serving and be common to the entire **IQ City Property**, being both the Said Premises / Development Parcel and the Adjoining Property / Institutional Parcel, such as roads, paths, passages, drainage sewerage, effluent treatment plant and water supply systems upto the point/s of entry to each segment, utility areas etc., details whereof shall be such as be planned and finalised by the Promoter from time to time at its discretion.

The Allottee shall not have any proportionate share in the said Broad Infrastructure, but merely the right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto. The Promoter alongwith the said IQ City Foundation intends to create a body for taking over charge and managing maintaining upkeeping and administering the said Broad Infrastructure, the costs whereof shall be attributable to and/or shared by the owners and/or occupiers of both the Said Premises / Development Parcel and the Adjoining Property / Institutional Parcel, and the cost attributable to the Said Premises / Development Parcel shall be shared by each Zone / Segment as be decided by the Promoter from time to time;

- xii) **Segmental Common Portions** shall mean the common areas installations facilities and amenities within each segment / sub-segment as expressed or intended by the Promoter from time to time for use and enjoyment by the occupants / holders of each such segment / sub-segment only, as applicable, unless otherwise expressed by the Promoter from time to time and/or at the time of completion of the project at the Said Premises / Development Parcel. The common areas installations facilities and amenities within the said **Apartment Zone-1** for the time being are described in **Part-I of the Third Schedule** hereto, with liberty to the Promoter to change, alter or modify the same as the Promoter may deem fit and proper from time to time in its sole and absolute discretion without any reference to the Allottee and the Allottee shall not object to the same and the Allottee hereby consents to the same.

It is clarified that such Segmental Common Portions/ Sub-Segmental Common Portions shall not include the open and covered parking space(s) in the said Zones / Segments / Sub-Segments or other areas / spaces intended by the Promoter not to be common areas, and the same are reserved unto the Promoter with the Promoter having the absolute right to deal with the same. The costs and expenses for managing maintaining upkeeping and administering the said Segmental Common Portions / Sub-Segmental Common Portions shall be shared by the allottees of units of each segment / sub-segment proportionately;

- xiii) **Common Areas And Installations** shall mean both the Broad Infrastructure and the Segmental Common Portions;
- xiv) **Common Expenses** in relation of each Zone / Segment / Sub-Segment shall mean and include (i) all expenses on actual basis for the maintenance management upkeep administration repairs replacement etc., of such Zone's / Segment's Segmental Common Portion / Sub-Segmental Common Portions; (ii) a proportionate share of the expenses on actual basis required for maintenance management upkeep administration repairs replacement etc., of the Broad Infrastructure; and (iii) 10% of the above expenses as the management fees/expenses to oversee the above expenses in (i) and (ii) above (including those mentioned in the **Fourth Schedule** hereto). Such expenses shall include, but shall not merely be limited to, (a) maintenance, operation, repairs, replacement, reconstruction etc., of the common areas installations facilities and amenities, (b) electricity charges, insurance charges, asset management contract charges, rates and taxes etc., (c) salary, emoluments and other financial payments to staff and employees engaged for the purpose, (d) administrative cost (including litigation expenses) of the person / body in charge of such maintenance management upkeep administration repairs replacement etc. The Promoter shall in its absolute discretion be entitled to fix the rates of maintenance charges for various Zones / Segments / Sub-Segments on the aforesaid basis, which the allottees of such Zones / Segments (including the Allottee herein) shall be deemed to have consented to upon taking allotment of their respective units;
- xv) **Units** shall mean and include independent and self-contained flat(s), apartments, shops, offices, showrooms, retail space(s) / outlets and/or other constructed space(s) within each Zone / Segment, as per plan and scheme of the Promoter;
- xvi) **Said Unit** shall mean **All That** the Flat No. _____ on the _____ floor in the Tower _____ in the **Apartment Zone-1** in the Said Premises / Development Parcel fully described in the **Second Schedule** herein.
- xvii) **ALLOTTEES /UNIT-HOLDERS** according to the context shall mean all the allottees / lessees who from time to time have taken on lease or have agreed to take lease from the Promoter and taken possession of any Unit in the Apartment Zone-1.
- xix) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / allottees for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xx) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;
- xxi) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Unit and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars **PROVIDED THAT** if any wall or column or pillar be common between two Units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- xxii) **CHARGEABLE AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Segmental

Common Portion of the Zone / Segment in which the same be situate. It is clarified that Chargeable Area has been given only for reference sake.

- xxiii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:
- “Where it refers to the share of the Allottee herein in the Common Expenses and the Segmental Common Portions in the said **Apartment Zone-1**, the same shall be the proportion in which the area of the said Unit may bear to the area of all the units in the **Apartment Zone-1**.”
- xxiv) **Infrastructure Body** shall mean any body / person, be it a company, firm, society, association etc., as may be formed by the Promoter alongwith the said IQ City Foundation for taking over charge and managing maintaining upkeeping and administering the said Broad Infrastructure;
- xxv) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the allottees, that may be formed by the Promoter for each of the **Zones / Segments and/or Sub-Segments** separately or any two or more of them (as be found feasible by the Promoter) having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xxvi) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxvii) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxviii) **ARCHITECTS** shall mean Messrs. _____ or such other Architect or Architects as may be appointed by the Promoter from time to time for the Project;
- xxix) **ADVOCATES** shall mean _____ or such other Advocates as may be appointed by the Promoter from time to time for the Project;
- xxx) **PLAN** shall mean the Plan for development and construction at the Said Premises / Development Parcel for the time being sanctioned by the Durgapur Municipal Corporation vide Building / Development Plan No. CB/136/10 of 2010-2011 dated 21st December 2010 (in short “the **Plan**”), as amended / modified / revalidated by _____, and shall include modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Segmental Common Portions shall be and/or is likely to stand reduced.

- xxxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxxii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxxiii) The expression **ALLOTTEE /LESSEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

As a matter of necessity, the enjoyment of the respective Units by the Allottees thereof shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective Units and the Segmental Common Portions / Common Areas and Installations, the Allottees bind themselves and covenant as follows:

- (a) to co-operate with the Promoter and the Infrastructure Body (upon its formation and taking over charge relating to the Broad Infrastructure) and the Facility Manager if appointed by the Promoter and the Association / Maintenance Company (upon its formation and taking over charge relating to the Common Areas and Installations or the Segmental Common Portions / Sub-Segmental Common Portions) for management maintenance upkeep administration of the said Premises and/or the Segments / Sub-Segments and other matters of common interest. **Solely for the purpose of this Annexure** and with the intention of avoiding repetition and for the sake of brevity, the Promoter and/or the Infrastructure Body and/or the Facility Manager if appointed by the Promoter and/or the Association / Maintenance Company, as applicable, are hereinafter referred to as “the **Maintenance In-charge**” and reference to the Maintenance In-charge shall be a reference to the Promoter and/or the Infrastructure Body and/or the Facility Manager and/or the Association / Maintenance Company, as applicable, to the extent of their respective rights and duties.
- (b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the **Apartment Zone-1** / said Premises and/or the Segmental Common Portions / Common Areas and Installations as may be made applicable by the Promoter and/or the Maintenance In-charge from time to time;
- (c) to allow the Promoter and/or the Maintenance In-charge and their authorised representatives with or without workmen to enter into and upon Units at all reasonable times for construction and for want of repairs and maintenance and to view and examine the state and condition thereof and make good all defects decays and want of repair in their Units within seven days of giving of a notice in writing by the Promoter and/or the Maintenance In-charge to the respective Allottees thereabout;
- (d) to use their respective Units only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work or commercial machine work etc.,).
- (e) unless the right of parking is expressly granted, the Allottees shall not park any motor car or any other vehicle at any place in the said Premises / Segments / Sub-Segments (including at the open spaces thereat) **AND** if the parking right is so expressly granted then to use the parking space/s solely for the purpose of parking of medium sized motor car/s and precisely within the demarcated parking space/s so agreed to be granted and to ensure that (i) no part of the motor car/s therein is parked cross or exceeds the limit of demarcation of such parking space/s and (ii) only one motor car is parked in one parking space. The parking space shall never be enclosed by any wall or fencing or like and shall never be blocked by keeping any other article/goods.
- (f) not to use the ultimate roof of the Towers or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees, it being clarified that generally the roof/s shall remain closed and inaccessible except for emergencies / exigencies / repairs and maintenance.
- (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective Units of men and materials and passage of utilities and facilities.

- (h) to keep the common areas free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any common areas.
- (i) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises / Segments / Sub-Segments save their respective Units and also not to claim any right of pre-emption in the event of transfer of other Units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Towers save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of their respective Units. It is hereby expressly made clear that in no event the Allottees shall open out any additional window or make any wall-cut or use any other apparatus protruding outside the exterior of their respective Units.
- (k) not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Towers or the other Units against loss or damage by fire or other risks may be rendered void or voidable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Promoter and/or the Maintenance In-charge and to repay to the Promoter and/or the Maintenance In-charge on demand all sums paid by the Promoter and/or the Maintenance In-charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Promoter and/or the Maintenance In-charge.
- (l) not to alter the outer elevation of the Towers or the said Premises / Segments / Sub-Segments or any part thereof nor decorate the exterior of the Towers or the said Premises / Segments / Sub-Segments (including balcony and windows) otherwise than in the manner agreed by the Promoter / Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the or the said Premises / Segments / Sub-Segments / Towers nor into lavatories, cisterns, water or soil pipes serving the said Premises / Segments / Sub-Segments / Towers nor allow or permit any other allottee to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Premises / Segments / Sub-Segments / Tower.
- (o) to keep their respective Units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said Premises / Segments / Sub-Segments / Tower in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Premises / Segments / Sub-Segments / Towers and not to do or cause to be done anything in or around their respective Units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective Units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective Units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking space, if the right of parking is granted, independent of their respective Units nor vice versa, with the only exception being that the Allottees shall be entitled to let out transfer or part with possession of the parking space

independent of their respective Units to any other allottee in the same Sub-Segment and none else and under no circumstances to any outsider.

- (q) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective Units.
- (r) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Premises / Segments / Sub-Segments including those under the laws relating to Fire and Fire Services and rules made thereunder and shall indemnify and keep the Promoter and the Maintenance In-Charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of Allottees or any of them.
- (s) maintain at their own costs, their respective Units in the same good condition state and order in which the same be delivered to the Allottees and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Service Act and the rules made there under) of the Government, The Asansol Durgapur Development Authority, Local Development Authority, WBSEB, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective Units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises / Segments / Sub-Segments and to make such additions and alterations in or about or relating to their respective Units and/or the said Premises / Segments / Sub-Segments as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Maintenance In-charge in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the respective Allottees.
- (t) To apply for and obtain at their own cost separate apportionment / assessment and mutation of their respective Units, as may be permissible, in the records of concerned authorities.
- (u) Not to make or permit to be made any alterations in or additions to the said Premises / Segments / Sub-Segments or any part thereof or the common fixtures, fittings and decorations therein and without prejudice to the generality of the foregoing not to install or construct any internal partitions save with the prior written approval of the Promoter and even thereafter in a lawful manner, upon such terms and conditions as the Promoter and the relevant authorities deem fit, such consent and approval to be sought at the Allottee's own cost and if the Promoter shall give such written consent and relevant authorities shall give such approval, to carry out at the Allottees' own respective expense such alterations or additions with such materials and in such manner and at such times and by such contractors as shall be approved by the Promoter and the Allottees shall at their own expense obtain all necessary planning approval and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-law applicable thereto and shall comply with the conditions thereof.
- (v) Carry out all electrical works by a licensed electrical contractor to be employed and paid by the respective Allottees who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. All such works shall be carried out by the Allottees in a lawful manner.

- (w) All debris and waste materials of whatever nature resulting from any works in their respective Units shall be disposed by the Allottees in the manner prescribed by the Promoter and/or the Maintenance In-charge failing which the Promoter and/or the Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Promoter and/or the Maintenance In-charge in this respect shall be paid by the respective Allottees to the Promoter and/or the Maintenance In-charge on demand.
- (x) To keep their respective Units and every part thereof clean and hygienic and tidy and at a standard acceptable to the Promoter and/or the Maintenance In-charge and to keep all pipes drains basins sinks and water closets if any in the unit clean and unblocked / unclogged. Any cleaner employed by the Allottees for the purposes hereof shall be at the sole expense and responsibility of the Allottees.
- (y) To abide by all terms conditions and covenants of their respective Allotment Letters and the Lease to be granted pursuant thereto, to the extent the same are required to be observed fulfilled and performed by the respective Allottees.
- (z) The Allottees shall not throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the said Premises / Segments / Sub-Segments but into proper bins receptacles or containers only.
- (aa) In the event of any default by the Allottees or any of them, the Promoter and/or the Maintenance In-charge may carry out such remedial measures as they think necessary and all costs and expenses incurred thereby shall be paid by the concerned Allottee to the Promoter and/or the Maintenance In-charge forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses were so incurred by the Promoter and/or the Maintenance In-charge until the date they are paid, shall be recoverable from such Allottee as if they were rent in arrears.
- (bb) To keep their respective Units securely fastened and locked at all times when they remain unattended and not to keep any animal or reptile in the Units.
- (cc) Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to their respective Units or to any part of the said Premises / Segments / Sub-Segments.
- (dd) Not to cover or obstruct any ventilating shafts or air-inlets or outlets.
- (ee) Not to erect or install on the windows of their respective Units or on any glass panel any sign device furnishing ornament or object which is visible from outside their respective Units and which, in the opinion of the Promoter, is incongruous or unsightly or may detract from the general appearance of the said Premises / Segments / Sub-Segments / Towers.
- (ff) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of their respective Units or any part of the said Premises / Segments / Sub-Segments / Towers any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter and at the Allottee's own cost and expense.
- (gg) Not to place or take into the lifts, without the prior approval of the Promoter and/or the Maintenance In-charge, any heavy baggage, furniture, heavy articles or other goods.
- (hh) Not to do any act deed or thing whereby the rights of any of the other allottees / occupiers of the said Premises / Segments / Sub-Segments / Towers / Adjoining Property / Institutional Parcel is interfered or obstructed and shall do all acts deed and things for the purpose of maintaining decency of the said Premises / Segments / Sub-Segments / Towers.

- (ii) to observe such other covenants as be deemed reasonable by the Promoter from time to time for the common purposes.