

DRAFT AGREEMENT TO LEASE

**This Agreement to Lease (“Agreement”)** made at [•] on this the [•] day of [•], 20[•] by and between

**LESSOR: West Bengal Industrial Infrastructure Development Corporation**, a statutory body established under the West Bengal Industrial Infrastructure Development Corporation Act, 1974 and having its Principal Office at Block DJ, Plot No. 10, Sector II, Salt Lake City, Kolkata - 700091, having PAN AAACW3073C represented by its duly constituted attorney Kanchan Janga Integrated Infrastructure Development Private Limited of the **First Part**;

AND

**CONFIRMING PARTY / DEVELOPER / PROMOTER: Kanchan Janga Integrated Infrastructure Development Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at India Power Building (formerly DPSC Building), Block-EP, Plot No.X-1, 2 & 3, Sector V, Salt Lake City, P.O. Sech Bhawan, P.S. Electronics Complex, Kolkata - 700091, having PAN PAN AADCK6669H represented by Mr. Gautam Malik, being the Chief Executive Officer and Authorised Signatory of the **Second Part**;

AND

**ALLOTTEE/LESSEE: MR./MS. [•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by occupation – [•], by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], \*through his/her duly constituted power of attorney holder/guardian [•] (hereinafter singly/ jointly referred to as the “**Allottee/Lessee**”, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

OR

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]\*, with its registered office at [•] and having PAN No. [•] and CIN No. [•], represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the “**Allottee/Lessee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

OR

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorised *vide* resolution dated [•] (hereinafter referred to as the “**Allottee/Lessee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(\* *strike off the description which is not applicable*)

OR

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

(\* *strike off the description which is not applicable*)

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

### **Definitions**

In addition to terms separately defined in this Agreement the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

- (a) “**Act**” shall mean the West Bengal Housing Industry Regulation Act, 2017;
- (b) “**Agreement**” shall mean this agreement to lease including any schedules and annexures attached hereto or incorporated herein by reference;
- (c) “**Apartment**” shall have the meaning ascribed to such term in Recital XI of this Agreement and which is more fully and particularly described in **Third Schedule** written hereunder and delineated and demarcated in Annexure – B hereto;
- (d) “**Applicable Laws**” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project and the Larger Project;
- (e) “**Association of Allottees**” shall have the meaning ascribed to such term in Clause 37.1 of this Agreement;
- (f) “**Booking Amount**” have the meaning ascribed to such term in Clause 1.11 of this Agreement;
- (g) “**Building**” shall have the meaning ascribed to such term in Recital XI of this Agreement;
- (h) “**Carpet Area**” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;
- (i) “**Co-Lessees**” or “**Co-Occupiers**” shall mean person or persons, who has/have leasehold interest and/or are occupying a residential unit in the Project and shall include personnel of the Lessor or the Promoter or the Association of Allottee (Association) or the Maintenance Agency or any of their respective sub-contractors, who are residing or occupying a premises within the Project;
- (j) “**Common Areas, Amenities and Facilities**” shall mean the common areas (as defined under Applicable Laws) of the Project, which are more fully and particularly described in the **Fourth Schedule** hereunder written;

- (k) “**Corpus Deposit**” shall have the meaning ascribed to such term in Clause 37.5 of this Agreement;
- (l) “**Development Agreement**” shall have the meaning ascribed to such term in Recital V of this Agreement;
- (m) “**Entire Land**” shall have the meaning ascribed to such term in Recital III of this Agreement;
- (n) “**FEMA**” shall mean the Foreign Exchange Management Act, 1999;
- (o) “**Force Majeure**” shall have the meaning ascribed to such term in Clause 7.1 of this Agreement;
- (p) “**Ground Rent**” shall have the meaning ascribed to such term in Clause 38.5 of this Agreement;
- (q) “**Handover Date**” shall have the meaning ascribed to such term in Clause 37.4 of this Agreement;
- (r) “**Joint Venture Agreement**” shall have the meaning ascribed to such term in Recital III of this Agreement;
- (s) “**Larger Project**” shall have the meaning ascribed to such term in Recital III of this Agreement;
- (t) “**Lease Deed**” shall have the meaning ascribed to such term in Clause 10 of this Agreement;
- (u) “**Lease Term**” shall have the meaning ascribed to such term in Clause 1.1 of this Agreement;
- (v) “**Maintenance Agency**” shall have the meaning ascribed to such term in Clause 37.8 of this Agreement;
- (w) “**Maintenance Charges**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas and provision of facilities and amenities in the Project, including but not limited to the charges and expenses listed out in the **Fifth Schedule** written hereunder and which would have to be shared proportionately between the Co-Lessees/Co-Occupiers of the Project;
- (x) “**Mother Land**” shall have the meaning ascribed to such term in Recital I of this Agreement;
- (y) “**Outgoings**” shall have the meaning ascribed to such term in Clause 35.1.7 of this Agreement;
- (z) “**Payment Plan**” shall have the meaning ascribed to such term in Clause 1.4 of this Agreement;
- (aa) “**Possession Date**” shall have the meaning ascribed to such term in Clause 38.7 of this Agreement;
- (bb) “**Project**” shall have the meaning ascribed to such term in Recital VII of this Agreement;
- (cc) “**Project Land**” shall have the meaning ascribed to such term in Recital VII of this Agreement and which is more fully and particularly described in the **Second Schedule** written hereunder and delineated and demarcated in Annexure – A hereto;
- (dd) “**Rules**” shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under West Bengal Housing Industry Regulation Act, 2017;

- (ee) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (ff) “**Schedule**” shall mean a schedule of this Agreement;
- (gg) “**Section**” means section of the Act;
- (hh) “**Super Built Up Area**” shall mean the built up area of the Unit together with the proportionate share in the common parts, portions and areas of the Project, as may be determined by the Promoter’s architect;
- (ii) “**Total Consideration**” shall have the meaning ascribed to such term in Clause 1.2 of this Agreement; and
- (jj) “**Unit(s)**” shall mean individual transferable unit capable of separate independent use and occupation and which are part of the Project constructed and developed on the Project Land.

**WHEREAS:**

- I. By Notification being Jalpaiguri No.687/LA/201/R/WBIIDC - 15/2001 - 02 dated 17th April, 2002 and NO.732/LA/256 - R/WBIIDC - 19/2004 - 05 dated 8th September, 2004 published by the Government of West Bengal, the Government acquired approximately 127.125 acres of land in Mouza - Chhat Gujrimari, J.L No.9, and Mouza - Kismat Sukani, J.L. No. 10, P.S. Rajganj, District Jalpaiguri (Mother land).
- II. By a Deed of Transfer executed on 27th July, 2012, being Deed No. 03168 for the year 2012, registered with the Additional Registrar of Assurances III, Kolkata, the Governor of West Bengal transferred the Mother Land unto the Lessor herein. The possession of the Mother Land was also received by the Lessor. As per the terms of the Deed of Transfer, the Lessor is entitled to lease out the Motherland unto intending lessees for a period of 99 years with an option of renewal of the lease.
- III. The Lessor, as the sole and absolute owner of the Mother Land, by a Joint Venture Agreement (“Joint Venture Agreement”) executed on 3rd November, 2008, agreed to enter into a Joint Venture with Shristi Infrastructure Development Corporation Limited (“SIDCL”) for development of an “Integrated Industrial Hub” (“Larger Project”) on a public-private partnership basis on 124.50 acres of land (“Entire Land”) morefully described in **First Schedule** hereto and forming part of the Mother Land delineated and demarcated in green colour in plan annexed hereto as Annexure – A).
- IV. In pursuance to the Joint Venture Agreement, a joint venture company was formed between the Lessor and SIDCL, being the Promoter/Promoter Company herein.
- V. By a Development Agreement (“Development Agreement”) executed on 6<sup>th</sup> July, 2009 between the Lessor, the Promoter and SIDCL herein, the Lessor granted the exclusive rights of development, establishment, implementation and operation of the Larger Project, as well as the rights of marketing and lease of the individual plots and/or units developed on the Entire Land and receipt and appropriation of the consideration therefrom. The Development Agreement stipulated that not less than 50% of the Mother Land area should be earmarked for industrial purpose (manufacturing and services); not more than 25% of the Mother Land area should be earmarked for infrastructure creation to support processing/manufacturing activities including roads, industrial housing and rainwater harvesting; and not more than 25% of the Mother Land area should be earmarked for social infrastructure and commercial use where the Promoter shall

have the right to take up commercial and other high value projects of its choice not necessarily related to manufacturing and processing activities.

- VI. In pursuance of the said Development Agreement, the Lessor has granted a Power of Attorney dated 14<sup>th</sup> September, 2009 to the Promoter granting the necessary powers and authority for development and execution of the Larger Project herein. In terms of the Development Agreement and the Power of Attorney, the Promoter has been exclusively empowered by the Lessor to act for and behalf of the Lessor, among others, to demise the Entire Land or any part portion thereof on such consideration and terms as may be deemed fit by the Promoter , including execution of this Agreement, Deed of Lease, receiving and appropriating Lease Premium and all rents and charges payable by the Lessee and acknowledge valid receipt thereof for and on behalf of the Lessor.
- VII. The Promoter proposed development of Larger Project i.e. integrated township on Entire Land called Kanchan Janga Integrated Industrial Hub and apart from the Project as defined hereunder the Promoter proposes to develop in different phases the other plots and/or buildings and/or structures of the Kanchan Janga Integrated Industrial Hub (“**Other Components**”). In course of development of the Kanchan Janga Integrated Industrial Hub on the Entire Land the Promoter has embarked all that piece and parcel of land admeasuring 6506.790 Sq.Mt. equivalent to 70039 Sq. Ft. equivalent to 97 Katha 4 Chittack and 19 Sq. Ft. approx. (“**Project Land**”) out of the Entire land of Kanchan Janga Integrated Industrial Hub for the purpose of developing 5 numbers of Ground Plus Four storied residential buildings comprised of apartments along with necessary infrastructure, common areas, facilities and amenities (“**Project**”) for the purpose of lease unto the intending Lessee and the said project shall be known as “**Sangati Siliguri**”. Project Land is morefully **described in Second Schedule** written hereunder delineated and demarcated in red colour in plan annexed hereto as Annexure – A.
- VIII. The Promoter has obtained the sanctioned Master Layout Plan and Building Plans for the Project along with other developments from the Jalpaiguri Zilla Parishad. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Applicable Laws.
- IX. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- X. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land.
- XI. The Allottee had applied for an apartment in the Project vide application No. [•] dated [•] and has been allotted type [•], apartment no. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace having an area of [•] square feet (if any), and Super Built Up Area of [•] square feet, on [•] floor in Block No. [•] (“**Building**”), along with car parking space admeasuring approximately [•] square feet (if any) on the ground level and a pro rata leasehold interest in the Common Areas (hereinafter collectively referred to as the “**Apartment**”). The apartment no. [•] is more fully and particularly described in **Third Schedule** written hereunder and floor plan of Apartment No [•] is delineated and demarcated in red colour in plan annexed hereto as Annexure – B.
- XII. On or before execution of this Agreement, the Allottee has examined or caused to be examined the following and the Allottee has fully satisfied himself/itself as to:
  - (a) the floor plan, area and other dimensions and specifications of the Apartment;

- (b) the layout plan and sanctioned plan of the Project and the Building;
- (c) the amenities, facilities and Common Areas of the Project; and
- (d) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed with regard to the Apartment;

and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever.

- XIII. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- XIV. 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.
- XV. 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.
- XVI. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessor and the Promoter hereby agree to grant to the Allottee a lease of 99 (ninety nine) years in respect of the Apartment as specified in Recital **Error! Reference source not found.** above, and the Lessee has agreed to accept a lease of 99 (ninety nine) years in respect of the said Apartment as specified in Recital XI hereinabove.

**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 allot and cause lease to the allottee and the allottees hereby agrees to take on lease from the Lessor and the Promoter, the said Apartment as specified in Recital **Error! Reference source not found.** hereinabove, for a period of 99 (ninety nine) years from the date of execution of Leased Deed (“**Lease Term**”) with renewal option for a further period of 99 years, subject to payment of the Lease, Ground Rent and the proportionate share of the Maintenance Charges including but not limited to the common charges and expenses i.e. maintainance charges mentioned in **Fifth Schedule** and all other Outgoings now chargeable upon or which become payable hereafter, in respect of or in connection with the Said Apartment wholly and the Common Areas proportionately, to the Promoter, the Association or the Apex Body or the Maintenance Agency, as the case may be, for the entire duration of the Lease Term.
- 1.2 The total consideration for lease of the Apartment based on the Carpet Area is Rs. [•] (Rupees [•]) only (“**Total Consideration**”) The break-up of the Total Consideration is as follows:

Sl. No.	Description		Amount
1.	Type [•] Apartment No [•] Floor [•] Block [•] Apartment Carpet Area - [•] Exclusive Balcony Area - [•] Exclusive Terrace Area - [•] (if any) and Proportionate consideration for common areas		[Insert Amount]
2.	Parking Space (if any)		[Insert Amount]
3.	Preferential Location Charge and/or Floor Rise Charges		[Insert Amount]
4.	Goods and Service Tax		[Insert Amount]
5.	Common Area Maintenance charges for 12 months		[Insert Amount]
<b>Total Consideration (in INR)</b>			[Insert total consideration]

### Explanations

- (i) The Total Consideration above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Consideration above includes taxes (consisting of tax paid or payable by the Promoter by way of goods and service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project/Common Areas of 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 in writing to the Allottee, the amount payable as stated above and the Allottee shall make the 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 Consideration for the Apartment includes recovery of premium of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric

wiring, electrical connectivity (except the statutory charges as may be payable to the electricity provider) to the apartment, lift (if any), water line and plumbing, finishing **with plaster of paris/putty**, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 1.3 The Total Consideration 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, costs/charges or levies imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Seventh Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoter unless agreed upon by the Allottee.
- 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 herein in the **Eighth Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which the lease is effected) in respect of the Apartment, Building without the previous written consent of the Allottee as per the provisions of the Act.  
  
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building has been completed and the occupancy certificate has been granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess



money paid by Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date of last payment when such an excess amount was paid by the Allottee, after deduction of such other tax/levy as may be applicable. If there is any increase in the Carpet Area, which is not more than 3 percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Seventh Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as specified in Clause 1.2 of this Agreement.

- 1.8 Subject to the provisions of Clauses 9.3 below, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) the Allottee shall have exclusive leasehold right over the Apartment;
  - (ii) the Allottee shall also have undivided proportionate leasehold right in the Common Areas. Since the interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Co-Lessees and/or Co-Occupiers of the Project, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate or the occupancy certificate, as the case may be, from the competent authority as provided in the Act;
  - (iii) That the computation of the Total Consideration for the Apartment includes recovery of premium of land, construction of not only the Apartment, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris/putty, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as specified in Clause 35.1.4), etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 apartment.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the said apartment along with car parking space shall be treated as a single indivisible unit for all purposes. The Parties hereby agree and acknowledge that the Project is an independent, self-contained project covering the Project Land. Save as provided herein, the Project shall not form a part of and/or be linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and maintenance of common areas of integrated township or the Larger Project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project in the manner provided in this Agreement.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the

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

- 1.11 The Allottee has paid a sum of INR [•] (Indian Rupees [•]) as the booking amount [being 10% (ten percent) of the Total Consideration] (“**Booking Amount**”) being part payment towards the Total Consideration for the Apartment to the Promoter at the time of application, the receipt of which is acknowledged by the Promoter in the memo of consideration hereunder written. The Allottee hereby agrees to pay the remaining consideration for the Apartment as prescribed in the Payment Plan, as may be demanded by the Promoter within the time and in the manner specified therein. In the event that, the Allottee delays in making payment towards any amount which is payable hereunder, he/she/it shall be liable to pay interest at the rate prescribed in the Rules from the date the amount becomes due and payable till it is actually paid.

## 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 or otherwise, through account payee cheque/ demand draft/ banker’s cheque or online payment (as applicable) in favour of ‘**Kanchan Janga Integrated Infrastructure Development Private Limited.**

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments / modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve 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 responsibilities in regard to matters specified in clause 3.1 above. The Allottee shall keep the Promoter fully indemnify 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 / remittance on behalf of any Allottee and such third party shall not have any right in the application allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the allottee only.

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

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

#### **5 TIME IS ESSENCE:**

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

#### **6 CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed to this Agreement, which have 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, floor area ratio and density norms and provisions prescribed by Applicable Laws in the State of West Bengal, and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7 POSSESION OF THE APRTMENT**

- 7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of the Alloottees or the competent authority, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on [*insert date*], unless there is delay or

failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (“**Force Majeure**”). If, however the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment.

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 (forty five) days from the date of termination without any interest or compensation. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/ it 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 completion certificate or the occupancy certificate, as the case may be, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, such possession to be taken by the Allottee within two (2) months from the date of issue of the occupancy certificate. Provided that, in the absence of local law, the lease deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges, as determined by the Promoter / association of allottees, as the case may be after the issuance of the occupancy or the completion certificate for the project. The promoter shall hand over the copy of occupancy certificate of the apartment to the allottee at the time of lease of the same.
- 7.3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2 above and subject to all outstanding amounts being paid by the Allottee, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as may be required, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in clause 7.2 along with ground rent as specified in clause 38.5.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.

- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his/her/ its 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 paid for the allotment together with deduction of such other tax/levy as may be applicable as per law at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned without any interest by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project 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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1 or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

## 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) the Promoter has the requisite rights to carry out development upon the Project Land and has the absolute, actual, physical and legal possession of the Project Land for development of the Project;
- (ii) the Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) there are no encumbrances upon the Project Land or the Project;
- (iv) there are no litigations pending before any court of law or Authority with respect to the Project Land, Project or the Apartment;
- (v) all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with the Applicable Laws in relation to the Project, Project Land, Building, Apartment and Common Areas;
- (vi) the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) the Promoter has not entered into any agreement for Lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from leasing the said Apartment 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 Apartment to the Allottee and the Common Areas to the Association or the competent authority as the case may be;
- (x) the Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) the Promoter has duly paid and shall continue to pay and discharge all undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate or the occupancy certificate, as the case may be, has been issued and possession of Apartment, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority as the case may be;
- (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 Project Land) has been received by or served upon the Promoter in respect of the Project 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) the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate and the 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 its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) the Allottee 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 lease of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty five) days of receiving the termination notice.

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

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

- (i) in case the Allottee fails to make payment for two (2) consecutive demands made by the Promoter as per the Payment Plan set out in the **Seventh Schedule** hereunder written ("**Payment Plan**"), despite having been issued notice in that regard. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate prescribed in Rules, on all unpaid amounts from the date the amount is payable by the Allottee till it is paid in full.
- (ii) In case of Default by Allottee under the conditions listed above continues for a period beyond three (3) consecutive months after first notice from the Promoter in this regard, the Promoter, at its own option, may terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and after deduction of such other tax/levy as may be applicable under law at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated.

Provided that, the Promoter shall intimate the Allottee about the such termination least 30 days prior to such termination.

## **10 LEASE OF THE SAID APARTMENT:**

The Lessor and the Promoter, on receipt of Total Consideration for the Apartment by the Promoter as per clause 1.2 under the Agreement, together with interest (if any), and all other dues and deposits etc. as per payment plan, from the Allottee, shall execute a lease deed and transfer leasehold interest in the Apartment, together with proportionate indivisible leasehold interest in the Common Areas (hereinafter referred to as the "**Lease Deed**"), within three (3) months from the date of issuance of the occupancy certificate or the completion certificate as the case may be, to the Allottee. The salient terms of the Lease Deed have been set forth in the **Ninth Schedule** hereunder written. The Allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration. Such amount shall be deposited by the Allottee(s) within the period to be specified by the Promoter. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Lease Deed in his/her/its favour till full payment of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

## **11 MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project as provided in this Agreement. The cost of such maintenance for the first year has been included in the Total Consideration payable for the Apartment.

## **12 DEFECTLIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development, is brought to the notice of the Promoter by the Allottee, within a period of five (5) years by the Allottee, from the date of handing over of possession to the Allottee, the Promoter shall be responsible to rectify such defects without further charge within 30 (thirty) days and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided in the Act.

## **13 RIGHT TO ENTER THE APRTMENT FOR REPAIRS :**

The Allottee agrees that the Promoter, the Association and/or the Apex Body and/or the Maintenance Agency, shall have the right of unrestricted access to all Common Areas, parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project or integrated Township, and the Allottee agrees to permit the Promoter, the Association or the Apex Body or any Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **14 USAGE**

That the Allottee agrees and acknowledges that service areas as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to Electric Sub Station (if any), DG set rooms (if any), underground/overhead water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment (if any) etc. and other permitted uses and that the Allottee shall not be permitted to use the service areas in any other manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Promoter and/or the Maintenance Agency and/or the Association and/or the Apex Body, as the case may be, for rendering maintenance services.

## **15 COMPLIANCE WITH RESPECT TO THE APARTMENT :**

15.1 Subject to clause 12, 38.9 and 38.10, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/it own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good



and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas. The Allottee shall 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 in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure or common passages or staircase of the building in which the Apartment is situated. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessor and/or Promoter and thereafter the Association of Allottees and/or the Maintenance Agency appointed. 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 allotment of an Apartment 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 have been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment 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 Apartment.

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

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

## **20 BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of its 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 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 and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

## **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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

## **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 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 the Act or the Rules and Regulations made thereunder or the Applicable Laws 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) / Co-Lessees in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project.

**27 FURTHER ASSURANCES :**

Both Parties agree that they shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition 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 authorised signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [•] after the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement, the said Agreement shall be registered at the office of the Sub-Registrar at [•]. Hence the Agreement shall be deemed to have been executed at [•].

**29 NOTICES :**

All notices to be served on the Allottee, the Promoter and the Lessor, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Lessor by registered post at their respective addresses specified below:

\_\_\_\_\_Name of Allottee  
\_\_\_\_\_ (Address of Allottee)

M/s \_\_\_\_\_Name of Promoter  
\_\_\_\_\_ (Address of Promoter)

M/s \_\_\_\_\_Name of Lessor  
\_\_\_\_\_ (Address of Lessor)

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

**30 JOINT ALLOTTEES :**

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/it, which shall for all intents and purposes be considered to be 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 Apartment prior to the execution and registration of this Agreement for lease for such Apartment, shall not be construed to limit the rights and interests of the Allottee under this 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 Act and the Rules and Regulations made thereunder including other applicable Laws 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 with the same shall be settled under the Arbitration and Conciliation Act, 1996.

### **34 DECLARATION**

Terms and conditions as stated herein above are not in derogation of or inconsistent with the terms and conditions set out in Annexure A of the West Bengal Housing Industry Regulation Rules, 2018 or the Act and the Rules and Regulations made thereunder.

### **35 COVENANTS & RIGHTS OF THE ALLOTTEE**

- 35.1 The Allottee, with intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants and agrees with the Lessor and the Promoter as follows:
- 35.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Sixth Schedule** hereunder written;
- 35.1.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 35.1.3 that the Allottee's leasehold right at all times shall be limited to the Apartment and the Association's leasehold right at all times shall be limited to the Common Areas, and the Allottee and the Association shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Project, and the remaining part and portion of Larger Project or the integrated township shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;
- 35.1.4 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Maintenance Charges to the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, failing which the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, shall be entitled to take such action as it may deem fit;

- 35.1.5 that the Maintenance Charges shall be proportionately divided amongst the Co-Lessees and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case be, from time to time in this regard;
- 35.1.6 that the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Maintenance Charges as determined and thereafter billed by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case maybe, and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case maybe, from time to time;
- 35.1.7 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 35.1.8 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months from the date of registration of the Lease Deed and shall keep the Lessor and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Lessor and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 35.1.9 that the Allottee acknowledges and accepts that certain infrastructure, areas and facilities of the Project are being shared by the co-lessees and co-occupiers of all components of Larger Project or the integrated township, and the Allottee shall not raise any objection and impediment to the same; and the Allottee shall, and shall ensure that the Association or Maintenance Agency shall, sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for sharing of such infrastructure, areas and facilities;
- 35.1.10 that the Allottee has fully understood that the Larger Project i.e. Kanchanjanga Intigrated Industrial Hub is being constructed and/or developed in phases and the Allottee hereby agrees and undertakes that the Promoter or its nominees shall be at liberty at all times to construct the remaining parts and portions of Kanchanjanga Intigrated Industrial Hub and the Allottee shall absolutely be precluded from objecting in any manner or from causing any obstructions, obstacles, impediments, hindrances of any nature whatsoever to such constructions and/or development of the remaining parts and portions of Kanchanjanga Intigrated Industrial Hub;
- 35.1.11 that the Allottee shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the parking space only for the purpose of keeping or parking vehicles;

- 35.1.12 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run throughout the Lease Term; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- 35.1.13 the Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required in pursuance to this allotment and to do all acts, deeds and things as Promoter may require in the interest of the Co-Lessees, Co- occupiers, Project and Larger Project. In case of Joint Allotees, any document signed, accepted, acknowledged by any one of the Allottees shall be binding upon the other Allottee.
- 35.2 The Parties hereby expressly agree that this Agreement is being executed by the Lessor and the Promoter on the understanding that the aforementioned covenants shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms, declares and undertakes that considering the size and scale of the Project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Lessees and/or Co-Occupiers of the Project.

## **36 COMMUNITY HALL**

The Promoter will set up a Community Hall within the Project for use by the allottees and/or occupiers. The Community Hall shall be managed by the Promoter, Association, Maintenance Agency and/or Apex Body as the case may be either by itself or through an agency/body which shall be responsible for the upkeep, operation and running of the Community Hall. Community Hall can be booked and used by the Lessees of Apartment or occupiers of the Project on chargeable basis (subject to availability on first come first serve basis) for holding any meeting and/or private or community functions on chargeable basis. The schedule of charges will be circulated by the Promoter prior to commencement of operation of Community Hall.

## **37 FORMATION OF ASSOCIATION**

37.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective lessees of units in the Project to form an association (“**Association/Association of Allottees**”) which can be a joint association in common with other adjoining phases, and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Association shall be bound to form a common maintenance body with all similar associations of all blocks/ buildings in the Other Components of the Larger Project for supervision of maintenance of the facilities common for occupants of the Larger Project (“**Apex Body**”). The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of leasehold interest in the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- 37.2 In the event a Unit is held by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 37.3 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 or the Maintenance Agency upon the issuance of the completion certificate or the occupancy certificate, as the case may be, of the Project as provided in this Agreement. The cost of such maintenance has been included in the Total Consideration payable for the Apartment.
- 37.4 Upon formation of the Association, obtaining of the occupancy certificate and handing over of physical possession of the apartments to all the Allottees, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “**Handover Date**”). On and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association and /or Apex Body shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Promoter, the Lessor and the Maintenance Agency fully safe, harmless and indemnified in respect thereof.
- 37.5 The Allottee agrees and undertakes to deposit INR [●] (Indian Rupees [●]) as a non-interest bearing security deposit with the Promoter, which deposit shall be pooled into a corpus deposit (“**Corpus Deposit**”). The Allottee further agrees and acknowledges that such Corpus Deposit shall be handed over to the Association and/or Apex Body by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Lessees of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association /Apex Body on behalf of and on account of the Allottee and the several Co-Lessees of the Project *inter alia* as a sinking fund. The Allottee undertakes to make good and pay to the Association /Apex Body all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Promoter to the Association /Apex Body and the Allottee and the Association and/or Apex Body shall jointly and severally keep the Promoter indemnified for the same.
- 37.6 In case of failure of the Allottee to pay the Maintenance Charges on or before the due date, the Allottee authorises the Promoter or the Association or the Apex Body, as the

case may be, to adjust such outstanding amounts from the Corpus Deposit. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Corpus Deposit to the Association/ Apex Body. On any such adjustments being made from the Corpus Deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association/Apex Body with respect thereto.

- 37.7 The Promoter and/or the Association and/or Apex Body, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Promoter and/or Association and/or the Apex Body, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 37.8 The Allottee hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the other facilities, amenities and services being provided in the Project, and the collection of the maintenance, management charges, etc. from the lessees/occupiers of the apartments comprised in the Project, shall be carried out by a professionally qualified property management company (“**Maintenance Agency**”). The Allottee, hereby agrees to execute a tripartite agreement with the Maintenance Agency and the Association and / or Apex Body, as may be intimated by the Promoter.
- 37.9 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building, the Project and/or Larger Project i.e. Kanchanjanga Integrated Industrial Hub by the Promoter or the Association or the Maintenance Agency or the Apex Body, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations.
- 37.10 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Lessees and/or Co-Occupiers in the Project.
- 37.11 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be.
- 37.12 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association or the Apex Body or the Maintenance Agency is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association or the Apex Body or the Maintenance



Agency, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts along with interest at the rate of of State Bank of India MCLR plus 2 percent.

### 38. MISCELANEOUS

- 38.1 Nothing contained in this Agreement is intended to be nor shall be construed as a lease, grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim, save and except in respect of the Apartment hereby agreed to be leased to him/her/it, and all open spaces, parking spaces, lobbies, staircases, terraces and recreational spaces shall remain the property of the Lessor/Promoter until the same is transferred as hereinbefore mentioned.
- 38.2 Prior to registration of the Lease Deed for the Apartment, no assignment, sublease or alienation of interest in the Apartment in full or in part, shall be permitted or recognized by the Promoter or the Lessor except upon payment of a transfer fee @ 5% (five percent) of the Total Consideration or the consideration for such transfer, whichever is higher plus applicable taxes, to the Promoter, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Apartment. Such transfer shall be subject to due diligence, approval and written acceptance of the profile of the intended transferee by the Promoter before the transfer request can be processed. Provided further that no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee or in case of joint allottees transfer by the one allottee in favour of the other allottee. It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original allottee. Such transfer shall be on the execution and registration of an agreement to lease by the transferee, the Promoter and the Lessor, the costs for which shall be borne by the transferee.
- For the avoidance of doubt, it is hereby clarified that, after execution and registration of a Lease Deed for the Apartment and during the Lease Term, the Allottee shall only be entitled to transfer his/her/its leasehold right and interest in the said Apartment in such manner as provided in the said Lease Deed.
- 38.3 It is hereby clarified that stamp duty, registration fee and mutation charges shall not be included in the Total Consideration and the same shall be paid by the Allottee as per actuals. Further, at the time of handover of possession of the Apartment, the Allottee shall pay to the Promoter a documentation charge/legal fee of Rs. 7,500/- for upto two bedroom unit and Rs. 10,000/- for three bedroom unit.
- 38.4 On dishonour of a cheque on any ground whatsoever, the payment for such amount shall be made by the Allottee by a demand draft/ pay order and the Allottee shall be liable to pay to the Promoter a charge of INR 500 (Indian Rupees five hundred) for every such dishonour.
- 38.5 In addition to the Total Consideration, the Allottee shall also pay ground rent calculated at the rate of Re 1.50 (One Rupee and fifty paise) per square feet of the Carpet Area of the Apartment (“**Ground Rent**”) for the entire Lease Term payable from the year of possession or the execution of Lease Deed whichever is earlier. At the time of

possession, the Allottee shall pay in advance the ground rent for three years to the Promoter. The Allottee hereby agrees and acknowledges that the rate at which the said ground rent is payable shall be subject to revision in accordance with the policies of the Lessor and/or Promoter from time to time. In the event of default in payment of the Ground Rent or any part thereof for a period of 60 (sixty) days from the date the same is due, the Promoter/ Lessor may, at its sole discretion, terminate the Lease after giving the Lessee a time of 60 (sixty) days to rectify such breach. After the expiry of the said 60 (Sixty) days, if the Lessee has still failed to rectify the breach, the Promoter/Lessor shall further issue a notice to the Lessee calling upon the Lessee to remedy the breach. In the event that the Lessee fails to rectify the breach within 15 (fifteen) days of receiving the notice from the Lessor or the Promoter then the Promoter/ Lessor, in addition to or in the alternative to any other remedy that may be available to it at its discretion, be at liberty to terminate the Lease. The Promoter/Lessor may opt to condone the delay provided the Lessee pays the Ground Rent along with interest at the rate imposed by the Lessor/ Promoter per annum from the date of default till the date of payment.

- 38.6 The Promoter shall not entertain any request for modification in the internal layouts, fittings/ floorings etc. of the Apartment or in the exterior facade of the Building. No reimbursement or deduction in consideration of the Apartment shall be made by the Promoter in case the Allottee is desirous (with prior written approval of the Promoter) of doing any work/ installing different fittings /floorings etc. within the Apartment, at its own cost and expense. Further, the Allottee shall not make any permanent or temporary construction in the Apartment without obtaining the prior written permission of the Promoter.
- 38.7 The actual date on which the Allottee takes possession of the Apartment, or, the 60<sup>th</sup> day from the date of notice by the Promoter to take possession, whichever is earlier, shall hereinafter be referred to as the “**Possession Date**”.
- 38.8 It is further clarified that physical possession of the Apartment shall be withheld till all dues are cleared by the Allottee in respect of the Apartment, at the cost of the Allottee.
- 38.9 In case the Allottee fails to take possession of the Apartment within the time period specified in this agreement, the allottee shall pay to the Promoter 0.5% (zero decimal five percent) of the consideration for each month of delay in taking possession as holding charges.
- 38.10 With reference to defect liability as specified in clause 12 herein above it is agreed that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- 39.11 Notwithstanding anything stated hereinabove, the Promoter shall not be liable for defects pertaining to the following:

- (a) Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers (if any)) which carry manufacturer's guarantees for a limited period;
  - (b) Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;
  - (c) Allowable structural and other deformations including expansion quotient; and
  - (d) Works such as painting, which are subject to wear and tear.
- 38.12 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.
- 38.13 Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever, the Allottee shall execute such documentation, as may be reasonably requested by the Promoter, at the Allottee's cost and expense.
- 38.14 the Lessee shall pay Lease Premium/consideration and all rents and charges as agreed herein to the Promoter from time to time and on such payment the Lessee shall be deemed to have discharged its obligations towards such payments.
- 38.15 It is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee due to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

## **FIRST SCHEDULE**

### **ENTIRE LAND**

All That piece and parcel of land situated in Mouza Chhat Gujrimari, J.L. No. 9 and Kismatsukani, J.L. No. 10, P.S. Rajganj, Dist: Jalpaiguri, within Panikauri Gram Panchayat containing an area of 124.50 acres delineated and demarcated in green colour in plan annexed hereto as Annexure – A comprised in the following plots:

1. Mouza: Chhat Gujrimari, Sheet no. 6(R.S.) J.L. No.9  
P.S. Rajganj, Dist. Jalpaiguri  
**R.S. Plots in full** : 2, 184, 185 to 188, 190 to 194 and 196  
**R.S. Plots in parts:** 1, 3 to 6, 197, 200, 203, 204, 206 and 207
2. Mouza: Chhat Gujrimari, Sheet No.7(R.S.), J.L. No.9  
P.S. Rajganj, Dist. Jalpaiguri  
**R.S. Plots in full** : 42, 43 and 44  
**R.S. Plots in parts:** 41, 84, 85, 86

3. Mouza: Kismat Sukani, Sheet no.5 (L.R), J.L. No.10  
P.S. Rajganj, Dist. Jalpaiguri  
**L.R. Plots in full** : 244, 260 to 262, 266 to 278, 391 to 397, 399 to 418, 419 to 425, 426 to 428, 429 to 431, 432, 433, 434 to 462 & 466.  
**L.R. Plots in parts:** 240, 241, 243, 245, 251 to 253, 257 to 259, 263, 265, 282, 398, 465, 467, 468
4. Mouza: Kismat Sukani, Sheet No. 3(R.S) J.L. No. 10  
P.S. Rajganj, Dist. Jalpaiguri  
**R.S. Plots in full** : 618, 670, 674, 675, 676, 725 to 727, 731 to 733, 741, 745 to 751, 753 to 755, 757 to 765, 767, 770 to 773, 776 to 798, 802, 803, 805 to 811, 812, 813, 836 to 846, 978 to 985, 990 to 997, 1006 to 1010, 1015 to 1029, 1031 to 1033, 1050, 1051, 1241, 1258 to 1260, 1262 to 1264, 1270, 1271, 1290 to 1292, 1294, 1298, 1303, 1305, 1306, 1308 to 1320, 1324, 1325, 1327 to 1330, 1337 to 1341, 1430 to 1432, 1435, 1440, 1443 to 1462  
**R.S. Plots in parts** : 671 to 673, 677 681, 690, 691, 724, 728, 729, 730, 740, 742 to 744, 752, 756, 766, 768, 769, 774, 775, 804, 998, 1030, 1261, 1265, 1267, 1304, 1321, 1322, 1323, 1326.  
**Total area : 124.50 Acres**  
Butted and bounded by:-  
**NORTH BY** : Private Land  
**SOUTH BY** : W.B.S.E.D.C.L substation & Siliguri - Sikarpur Road  
**EAST BY** : Private Land  
**WEST BY** : Private Land

## **SECOND SCHEDULE**

### **PROJECT LAND**

All that piece and parcel of land admeasuring 6506.790 Sq.Mt equivalent to 70039 Sq. Ft. equivalent to 97 Katha 4 Chittack and 19 Sq. Ft. approx. out of the Entire Land described in First Schedule delineated and demarcated in red colour in plan annexed hereto as Annexure – A and butted and bounded as follows:

- ON THE NORTH** : Driveway.
- ON THE SOUTH** : Land of Kanchanjanga Integrated Industrial Hub for future development.
- ON THE EAST** : Internal Arterial Road.
- ON THE WEST** : Land of Kanchanjanga Integrated Industrial Hub for future development.

### **THIRD SCHEDULE**

#### **APARTMENT**

**ALL THAT** Apartment No. [•] on [•] floor of the Block No. [•] having Carpet Area of [•] square feet, exclusive balcony having an area of [•] square feet and exclusive terrace area of [•] square feet (if any) and Super Built Up Area of [•] square feet, comprising of [•] Bedroom, [•] Kitchen, [•] Bathroom, living cum dining, and [•], together with a *pro rata* leasehold interest in the Common Areas as described in the **Fourth Schedule** to this Agreement. The floor plan of the said apartment is delineated and demarcated in red colour in plan annexed hereto as Annexure – B.

#### **PARKING SPACE**

[[•] four-wheeler/two-wheeler parking space] admeasuring approximately [•] square feet at the [•].

### **FOURTH SCHEDULE**

#### **COMMON AREAS, FACILITIES AND AMENITIES**

1. The Project land.
2. Entrance lobby of the respective Block/building.
3. All elevators and staircases of the respective Block/Building.
4. All stair and lift corridors/lobbies for each floor of the respective Block/Building.
5. Electrical wiring and fittings of the common areas of the respective Block/Building.
6. Overhead/underground water tanks/reservoir of the Block/Building or Project
7. All common water pipes of the Block/Building or Project.
8. All common roads/drive ways within the Project.
9. Entrance gate of the Project.
10. Common drains and sewers.
11. Boundary Line / wall of the Project.
12. Common Street Lights within Project.
13. Common Water Distribution Network of the respective block/building within the Project.
14. Common Community Hall.
15. Common landscaping and green areas within project.

### **FIFTH SCHEDULE**

#### **MAINTENANCE CHARGES**

The expenses of the Common areas will be proportionately shared by the lessee(s) of Apartments within the Project as follows:

1. The expenses for maintenance, operation, and renovation of infrastructures of Common Areas of the Project.
2. The expenses shall, inter-alia, include the following:
  - 2.1 Maintenance: All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the common infrastructures and Common

Areas of the Project, plantation of trees, maintaining the garden and supplying of round the clock water.

- 2.2 Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association or the Apex Body or the Maintenance Agency as the case may be, for managing, maintenance and security of the Common Areas, facilities, amenities and utilities of the Project.
- 2.3 Operational: All expenses for running and operating, including electricity charges of the utilities and facilities of the Common Areas which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- 2.4 Rates, taxes and outgoings: All rates, levies, taxes, lease rents or fees that are to be paid by the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
- 2.5 Others: Any other expenses incurred by the Promoter or the Association or the Apex Body or the Maintenance Agency as the case may be, in respect of common areas, common portions, common amenities or facilities not specifically mentioned herein including, but not restricted to, litigation expenses.

In addition to above said maintenance charges the lessee/allottee shall separately pay his/her/its proportionate share of charge for insurance of the common areas of the project as per demand made by the Promoter, Association or the Apex Body or the Maintenance Agency as the case may be.

#### **SIXTH SCHEDULE**

#### **TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes of services including but not limited to DG set rooms (if any), underground or overhead water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment (if any) etc. and other permitted uses and that the Allottee shall not be permitted to use the service areas in any other manner whatsoever, and the same shall be reserved for use by the Promoter and/or the Maintenance Agency and/or the Association and/ or the Apex Body, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Lessees and Co-Occupiers of the Project, the Lessor, the Promoter, the Maintenance Agency and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building, Project and the Larger Project and shall abide by the directions and decisions of the Lessor, the Promoter, the Maintenance Agency and/or the Association and/or the Apex Body, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project and/or Larger Project;

3. That the Allottee shall abide by and observe at all times the regulations framed by the Lessor, the Promoter, the Maintenance Agency and/or the Association and/or the Apex Body, as the case may be, from time to time for peaceful use and enjoyment, maintenance and management of the said Apartment and/or the Project and/or Larger Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable condition and shall 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;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the Lease Deed for the Apartment, or the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Lessor or the concerned local authority and/or other public authority, as the case may be;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall 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;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the Lessor and/or the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment

without the prior written permission of the Lessor, the Promoter, the Maintenance Agency and/or the Association;

12. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the Apartment is situated, other than in the area earmarked for such purpose;
13. That the Allottee shall pay to the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
14. That the Allottee shall bear and pay increases in local taxes, water charges and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is leased;
15. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Lessor, the Promoter and other Co-Lessees and/or Co-Occupiers of the Project;
16. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Lessees and/or Co-Occupiers of the Project;
17. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Lessees and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw string, wires, cables or pipes from, to or through any part or portion of the Project, the Project Land and outside walls of the Building/Block save and except in the manner indicated by the Lessor, the Promoter or the Association or the Apex Body or the Maintenance Agency, as the case may be;
18. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
19. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
20. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
21. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or the Apex Body or the Maintenance Agency or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
22. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
23. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;



24. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Lessees and/or Co-Occupiers of the Project;
25. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
26. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Lessees and/or Co-Occupiers of the Project;
27. That the Allottee shall not keep in the earmarked parking space anything other than cars or two-wheeler or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store articles therein;
28. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Lessee, Co-Lessees and Co-Occupiers of the Project;
29. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
30. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
31. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
32. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
33. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment or parking space, if any, and the Common Areas;
34. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
35. That the Allottee shall not install or keep or run any generator in the Apartment and the parking space, if any;
36. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
37. That the Allottee shall not use the elevators in case of fire;
38. That the Allottee agrees and acknowledges that the Lessor, the Promoter, the Maintenance Agency and the Association and or the Apex Body shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;

39. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, the Maintenance Agency and/or the Association or the Apex Body, as the case may be;
40. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
41. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;
42. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
43. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the possession and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
44. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

## **SEVENTH SCHEDULE**

### **PAYMENT PLAN**

#### **DOWN PAYMENT PLAN**

<b><u>STAGE</u></b>	<b><u>PAYMENT</u></b>
Application Money (being Booking Amount)	10 % of the Total Price.
Within 45 days of registration of Agreement for Sale	90% of the Total Price.
On Possession	Legal & documentation charges and Corpus Deposit

#### **INSTALLMENT PAYMENT PLAN**

<b><u>STAGE</u></b>	<b><u>PAYMENT</u></b>
Application Money (being Booking Amount)	10 % of the Total Price.
On completion of foundation	15% of the Total Price.
On casting of Ground floor roof	15% of the Total Price.
On casting of 2 <sup>nd</sup> floor roof	15% of the Total Price.

On casting of 4 <sup>th</sup> floor roof	15% of the Total Price.
On completion of brick work and internal wiring	15% of the Total Price.
On Possession	15% of the Total Sale Price.
+ Legal & documentation charges and corpus deposit.	

### **EIGHTH SCHEDULE**

#### **(SPECIFICATIONS FOR THE APARTMENT)**

<b>STRUCTURE</b>	Earthquake resistant R.C.C. framed Construction	
<b>WALLS</b>	External Walls 200 mm	
	Internal Walls 100 mm	
<b>WALLS</b>	Internal	Plaster of Paris / Putty
<b>FINISHING</b>	Corridor, Lobby	Two coats of acrylic plastic paint
	External	Painting – Two coats of weather shield paint.
<b>ROOM</b>	Floor	Vitrified Tiles
	Doors	Laminated/ painted flush door
	Window	Aluminium windows
<b>KITCHEN</b>	Floor	Anti-skid ceramic tiles
	Dado	Glazed ceramic tiles upto 2 ft height above kitchen counter
	Counter	Granite of required shade
	Sink	Stainless steel sink with drain board
<b>TOILET</b>	Floor	Anti-skid ceramic tiles
	Dado	Glazed ceramic tiles
	WC	European type – White
	Wash Basin	Ceramic
	Hardware Fittings	Fittings of reputed brand
	Doors	Laminated/ painted flush door

	Window	Aluminium windows
	Electricals	Concealed wiring with PVC conduits and modular switches of reputed brand
<b>COMMON AREAS</b>	Lobby	Vitrified tiles / stone
	Staircase, corridors	Tiles / Kota
	Car parking	Paved/ Concrete flooring
	Lift	Automatic lift of reputed brand in all the buildings

### **NINTH SCHEDULE**

#### **SALIENT TERMS OF LEASE DEED**

1. The Lease shall be for a period of 99 years from the date of execution of Lease Deed. The Lease may be renewed for a further period of 99 on the same terms and conditions and upon such other terms and conditions as may be deemed fit by the Promoter / Lessor and upon renewal, a fresh lease deed shall be executed.
2. The Lessee shall pay a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) only to the Promoter/Lessor as the Annual Ground/ Lease Rent in advance against the demise of the Apartment as has been agreed upon along with applicable Goods and Service Tax. The said annual Ground / Lease Rent shall be payable by the Lessee in three yearly term, in advance amounting to Rs. \_\_\_\_/- . The Ground Rent shall be subject to an upward revision from time to time as may be decided by the Promoter/ Lessor.
3. The Lessee shall pay the requisite electricity, water charges and charges for other utilities as per the consumption and on the rates as fixed by the statutory or other appropriate authorities. The Lessee shall apply for an individual meter connection. Further the Lessee shall pay for the connectivity charges and other services as may be determined by the Promoter.
4. On and from the Possession Date, and irrespective of whether the Lessee has taken the actual possession of the Apartment or not, the Lessee shall be liable to bear and pay its share of the maintenance charges monthly in advance for the usage and enjoyment of the Common Areas, Facilities and Amenities to the Promoter/Association/Apex Body/Maintenance Agency appointed by the Promoter as the case may be for the management and maintenance of the Common Areas, Facilities and Amenities.
5. The Lessee shall use the Apartment for residential purposes only and usage of the same for any other purpose shall be deemed to be a breach of its covenants herein.

6. The Lessee shall bear and pay the Ground Rent, Lease Premium, the Maintenance Charges within the due dates of payments thereof, time for the payments whereof shall be the essence of Lease.
7. The Lessee shall not claim any title in respect of any part or portion of the Apartment or the common areas and shall further not claim any interest or right in any other portion of the Project Land, save the Apartment as stated in the Agreement to Lease or the Deed of Lease, subject to the fulfillment of all its covenants herein.
8. The Lessee shall not obstruct or object to the exercise of any of the rights of the Lessor/Promoter/Transferors hereunder and/or Association and/or and / or Apex Body or the Maintenance Agency.
9. The Lessee shall have no right to encumber said Apartment by way of mortgage, creation of charge, lien or otherwise. However the Lessee can create encumbrance on its leasehold interest structures on the said Apartment with prior written permission of the Promoter. The Promoter shall have every right to refuse its consent or impose such conditions on the Lessee in the event that the Lessee has committed a default or breach of the conditions herein, but the consent shall not be unreasonably refused.
10. The Lessee shall not be entitled to assign, sub-let, license or transfer its rights or obligations or part with the possession of the Apartment or otherwise transfer the benefit of the whole or any part of this Lease in favour of any person without prior written consent of the Promoter/ Lessor. The Promoter/ Lessor shall have every right to refuse its consent or impose such conditions on the Lessee in the event that the Lessee has committed a default or breach of the conditions herein. Further, such assignment, sub-lease, license or transfer shall be in strict conformity to the terms and conditions hereunder.
11. In the event that the Promoter/ Lessor consents for the transfer, sub-lease, license or assignment of the leasehold right, the Lessee shall be liable to pay to the Promoter/ Lessor, without any demur or objection, such requisite transfer fees, as is fixed by the Promoter/ Lessor.
12. The Lessee shall pay for electricity, water and other utilities consumed in or relating to the Apartment and for the Common Areas, Facilities and Amenities within the time frame fixed by the Promoter or the Association or the or the Maintenance Agency for the payment of the same.
13. The Lessee shall be bound to accept the share of rates attributable to the Lessee for all matters, including those for usage and enjoyment of the Common Areas, Facilities and Amenities as may be determined by the Promoter or the Association and / or Apex Body or the Maintenance Agency.
14. The Lessee shall be bound by all the terms and conditions contained in the Allotment Letter and this Agreement for Lease including those related to the proper usage and enjoyment of the Apartment.
15. The Lessee shall be liable to comply with the statutory provisions and laws as applicable. The

Lessee alone shall be responsible for any fines/penalties which may be imposed by the Government or Statutory Authority or any other authority on the Lessee for its non compliance of any statutory requirement or irregular or unlawful acts within the Apartment and shall keep the Promoter indemnified against any fine/ penalty that may be caused out of the default on the part of the Lessee to comply any statutory requirements mentioned above.

16. The Lessee upon receipt of notice shall permit the Promoter/ Lessor or the Association and / or Apex Body or the Maintenance Agency or any other person authorized to enter upon the Apartment for the purpose of viewing and inspecting the state and condition of the Apartment and for effecting repairs and maintenance of any common pipelines, wires, drains or do any further work in connection thereof and the Lessee shall not be entitled to raise any objection or cause any hindrance to the same.
17. The Lessee shall abide by all rules and regulations regarding the usage of the Common Areas, Facilities and Amenities as may be laid down by the Promoter/ Lessor or the Association and / or Apex Body or the Maintenance Agency from time to time.
18. The Lessee hereby acknowledges and covenants that the electricity distribution network and all electric lines and connections in the Common Areas, Facilities and Amenities and also the Said Apartment are presently maintained and managed by the Promoter or the Maintenance Agency. The Promoter or the Association and / or Apex Body or the Maintenance Agency shall be fully entitled to transfer the electricity distribution network and all electric lines and connections to any statutory or appropriate authority or the electricity provider which shall then be responsible for maintenance and management of the same. The rates and charges for usage shall then be fixed by such statutory or appropriate authority or electricity provider which the Lessee shall pay without any demur or objection.
19. The Common Area, Facilities and Amenities cannot, on any ground whatsoever, be partitioned or divided by the Lessee.
20. If the breach of the Lessee is delay in payment of the Ground Rent and/or other charges payable herein for a period of 60 (sixty) days from the date the same is due, the Promoter/ Lessor may, at its sole discretion, terminate this Lease as stated above or opt to condone the delay provided the Lessee pays interest at the rate imposed by the Lessor/ Promoter per annum for the entire period of delay in making the payment.
21. In the event that the Lessee commits a breach of its covenants of the Lease Deed, the Promoter/ Lessor shall give the Lessee a time of 60 (sixty) days to rectify such breach. After the expiry of the said 60 (Sixty) days, if the Lessee has still failed to rectify the breach, the Promoter/Lessor shall further issue a notice to the Lessee calling upon the Lessee to remedy the breach. In the event that the Lessee fails to rectify the breach within 15 (fifteen) days of receiving the notice from the Lessor or the Promoter then the Promoter/ Lessor, in addition to or in the alternative to any other remedy that may be available to him at his discretion, be at liberty to terminate the

Lease. In the event of such termination, in addition the Lessor or the Promoter shall have the right to recover liquidated damages from the Lessee for acting in contravention of its covenants herein.

22. All sums due and payable to the Promoter/ Lessor herein by the Lessee shall be recoverable as a public demand under the Bengal Public Demand Recovery Act, 1913. These terms are in addition to the terms, conditions, covenants, stipulations, obligations and restrictions to be observed by the allottees as referred to in Sixth Schedule.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**Executed and delivered on behalf of the Lessor by its constituted attorney at [•]:**

**Executed and delivered on behalf of the Promoter at [•]:**

**Executed and Delivered by the Allottee/Lessee(s) at [•]**

**All in the presence of:**

**1.**

**2.**



**ANNEXURE – A**

**PLAN OF THE ENTIRE LAND AND PROJECT LAND**

**ANNEXURE – B**

**FLOOR PLAN OF APARTMENT**

**MEMO OF CONSIDERATION**

Received Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_) towards part of total consideration for lease of the Apartment as per the terms of this Agreement.

\_\_\_\_\_  
**Promoter**

**In presence of**

**1.**

**2.**