

AGREEMENT FOR LEASE

This Agreement for Sub-lease executed on this _____ day of _____ 2018

BY AND BETWEEN

NORTH DUM DUM MUNICIPALITY, 163, M.B. Road, Birati, Kolkata – 700051, District – North 24 Parganas, hereinafter referred to as the **“Lessor”** (which term or expression shall, unless excluded by or repugnant to the subject or context include its successors-in-interest and permitted assigns) of the **FIRST PART**;

A N D

(1) _____ (PAN: _____), son/wife/daughter of _____, by nationality – Indian, by religion - _____, by occupation – _____, resident of _____ and (2) _____ (PAN: _____), son of _____, by nationality – Indian, by religion - _____, by occupation – _____, resident of _____ hereinafter referred to as the **“Sub-Lessee/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

A N D

SHREE GANESHAYA INFRA PROJECTS LIMITED (PAN: AAKCS0512J), a company duly incorporated under the Companies Act, 1956 having its registered office at Room No.613, JASMINE TOWER, 31, Shakespeare Sarani, under Post Office and Police Station - Shakespeare Sarani, Kolkata – 700017, duly represented by its Authorised Representative Mr. Sumit Dutta (PAN:BWEPD2187A), son of Late Shankar Dutta, residing at 37G, Suren Sarkar Road, Post Office & Police Station - Beliaghata, Kolkata – 700010, hereinafter referred to as the **“Promoter/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**;

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

DEFINITIONS:

(1) For the purpose of this Agreement for lease, unless the context otherwise requires-

- 1.1 **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- 1.2 **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.3 **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.4 **“Section”** means a section of the Act.
- 1.5 **Premises** : shall mean and include All That the piece or parcel of land measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situated at Dag no.85, Khatian no.51, J.L. No.11, in Mouza Jangalpur, Police Station - Airport, within the local limits of North Dum Dum Municipality Holding No. 150, Rajbari Road (Jangalpur), Ward No. 16, Additional District Sub-Registry Office – Bidhannagar, Salt Lake City under District – 24 Parganas (North), morefully and particularly described and mentioned in **Schedule ‘A’** written hereunder.
- 1.6 **Building/ Complex** : shall mean and include the building to be named as **“SGIL-SUREZA”** consisting of several shop/commercial space/flat/unit on the ground floor and residential self-contained flats/flat/units on the other floors of the G+6 storied building to be constructed at the aforesaid premises and other structures, constructed spaces including car parking spaces, being constructed or to be constructed at the said premises over the land comprised therein in accordance with the sanctioned plan of the North Dum Dum Municipality,

morefully and particularly described and mentioned in **Schedule 'B'** written hereunder.

- 1.7 **Flat/Flat/unit** : shall mean the self-contained residential flat, being No.____, on the _____ floor of the residential complex constructed at the premises, morefully and particularly mentioned and described in the **Schedule 'C'** hereunder written and wherever the context so permits shall include the lessee's proportionate undivided share in the common areas and installations as also in the land underneath the said building comprised in the said premises attributable to the said Flat/unit specifically mentioned and described in the **Schedule 'C'** hereunder written.
- 1.8 **Facilities and Amenities** : shall mean and include corridor, stairways, passage ways, lift, pump room, overhead tank, water pump, motor pumps, drainage pipe lines, septic tanks, common toilets, wash rooms, electric meters room, transformers, fire fighting system, air conditioning system in the corridor and the staircases and other facilities which may be mutually agreed upon between the parties and required for establishment, maintenance and/or management of the building, as morefully mentioned and described in the **Schedule 'D'** written hereunder.
- 1.9 **Common Areas and Installation** : shall mean the common areas installations and facilities mentioned as specified in the **Schedule-'E'** hereunder written and expressed by the lessor for common use and enjoyment of the co-occupiers and their visitors which include the driveway, paths and the designated car parking spaces on the ground floor of the said Building. It is specifically provided that the roof of the Building is reserved by the lessor who shall have absolute authority to deal with the same, raise additional floors and/or otherwise deal in any as it may deem fit and proper subject to necessary permission and approval obtained from the North Dum Dum Municipality and other appropriate authority or authorities in this regard.
- 1.10 **Common Expenses:** shall mean and include all expenses for the maintenance, management, upkeep and administration of the

common areas and installations and for rendition of services in common to the co-occupiers and all other expenses for the common purposes to be contributed, borne, paid and shared by the co-occupiers including those mentioned in the **Schedule-‘F’** hereunder written.

- 1.11 **Common Purposes:** shall mean and include the purposes of managing and upkeeping the common areas and installations, rendition of common services to the co-occupiers, collection and disbursement of the common expenses and administering and dealing with the matter of common interest to the co-occupiers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flats/flat/units exclusively and the common areas and installations in common.
- 1.12 **Car Parking Space:** shall mean spaces on the ground floor of the building particularly earmarked for parking of personal car belonging to the lessee (if so allotted specifically), morefully and particularly mentioned and described in Schedule-‘C’ hereinbelow.
- 1.13 **Plans :** shall mean and include the building plan sanctioned by the North Dum Dum Municipality, being Plan No.499 OF 2011-2012 for construction of residential-cum commercial complex as aforesaid and shall be deemed to include all further plans and/or drawings amended or modified from time to time and/or such additional plans as may be sanctioned/modified from time to time including all changes thereto as deemed necessary by the Lessee/Promoter.
- 1.14 **Co-Occupier:** shall mean and include all persons who, for the time being have either taken lease of any flat/unit/space in the Residential-cum-Commercial Complex or have agreed to take on lease any flat/unit/space in the said Complex and for all unsold flat/units/space, possession whereof have not been parted with, co-occupier shall mean the Lessee/Promoter herein.
- 1.15 **Share in the said Premises:** shall mean proportionate undivided indivisible impartible share in the land underneath

the said building comprised in the said premises attributable to the said flat/unit agreed to be taken on lease hereunder by the lessee.

1.16 **Lease Commencement Date:** shall mean the date on which the lessee takes actual physical possession of the said flat/unit after fulfilling all his/her/their liabilities and obligations in terms of this deed or the date of registration of this deed of lease, whichever is earlier.

1.17 **Architects:** shall mean the Architects as may be appointed by the Lessee/Promoter from time to time for the Complex.

1.18 **Advocates:** shall mean S.K. Banerjee & Associates, Advocates of 6 Old Post Office Street, Room No.17A, Basement, Kolkata – 700001 appointed by the Lessee/Promoter, inter alia, for preparation of this agreement and the deed

(2) Words and expression used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

WHEREAS:

A. The North Dum Dum Municipality, the lessor herein, is the sole and absolute owner in respect of all that the plot of land measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situated at Dag no.85, Khatian no.51, J.L. No.11, in Mouza Jangalpur, within the local limits of North Dum Dum Municipality Holding No. 150, Rajbari Road (Jangalpur), Police Station – Airport in the District of North 24 Parganas, which is morefully and particularly described in Schedule-“A” written hereinbelow (hereinafter referred to as the ‘said premises’) and the lessor herein is absolutely and exclusively seized and possessed of and otherwise well and sufficiently entitled thereto.

- B. The lessor had decided to develop the said premises by way of constructing a residential-cum-commercial complex thereon as per and in accordance with the building plan to be sanctioned and had appointed one M/s. Kalindee Nirmans Private Limited, a company having its registered office at 2A, Ganesh Chandra Avenue, 2nd Floor, Room no.4, Commerce House, Kolkata – 700013 to develop the said premises by constructing and/or erecting residential-cum-commercial complex thereon subject to the terms and conditions as contained under the agreement dated 17th February, 2007 made, executed and entered into by and between the lessor herein and the said company.
- C. Subsequently, the said company failed and neglected to abide by and comply with the agreed terms and conditions as were recorded under the said development agreement dated 17th February, 2007 and had failed to discharge the obligations thereunder, as a result whereof, the said development agreement dated 17th February, 2007 was cancelled and/or revoked.
- D. The lessor further executed a development agreement dated 18th June, 2008 with one M/s. Skyzoom Complex Private Limited, thereunder appointing the said M/s. Skyzoom Complex Private Limited as the Promoter in respect of the said premises with power and/or authority to construct a residential-cum-commercial complex thereon as per the terms as were agreed by and between themselves. Under the said development agreement dated 18th June, 2008, the said M/s. Kalindee Nirmans Private Limited, being a confirming party thereunder, further confirmed the cancellation and/or revocation of the earlier development agreement dated 17th February, 2007 by releasing and relinquishing all its rights as acquired by virtue of the said agreement dated 17th February, 2007.
- E. In accordance with the terms of the said Development Agreement dated 18th June, 2008 and by strength of the Power of Attorney executed by the said lessor in favour of Mr. Ajay Singh, being one of the directors of the said Skyzoom Complex Pvt. Ltd., the said

Skyzoom Complex Pvt. Ltd. started developing the said premises by carrying out construction of new buildings at the said premises at its own costs and expenses as per the building plan(s) duly sanctioned by the North Dum Dum Municipality and in compliance of all requisite permissions, approvals obtained from time to time.

- F. Subsequently, pursuant to the order dated 25th November, 2010 passed by the Hon'ble High Court at Calcutta under Company Application No. 878 of 2010 connected with Company Petition No.196 of 2009, connected with Company Application No.286 of 2009 under Section 391(2) and 394 of the Companies Act, 1956, the said company namely, M/s. Skyzoom Complex Pvt. Ltd. alongwith various other companies stood amalgamated and transferred alongwith all assets and liabilities unto Shree Ganeshaya Infraprojects Ltd. with effect from 1st April, 2008.
- G. As a result of the above, the rights and liabilities of the Promoter under the said development agreement dated 18th June, 2008 stood transferred in favour of the company, namely, Shree Ganeshaya Infra Projects Ltd. and accordingly Shree Ganeshaya Infra Projects Ltd. (the Promoter herein) has acquired the rights of the Promoter in respect of the said premises.
- H. By virtue of the said development agreement dated 18th June, 2008 and the subsequent order dated 25th November, 2010 passed by the Hon'ble High Court at Calcutta in C.A. No. 878 of 2010, the Promoter herein started constructing and erecting a multistoried residential complex consisting of several self-contained flats/flat/units at and over the said premises to be leased out in favour of interested parties on long term basis for their exclusive use and utilization thereof.
- I. Subsequently the said North Dum Dum Municipality, the lessor herein and the said Shree Ganeshaya Infra Projects Limited, the Promoter herein, have decided to make and execute an agreement

for construction of multistoried building at the said premises on the same consideration and on the same terms as recorded in the development agreement made and/or executed on 18th of June, 2008 by and between the North Dum Dum Municipality and the said M/s. Skyzoom Complex Private Limited and accordingly an agreement for construction of multistoried building has been made and/or executed on 17th of June, 2014 by and between the said North Dum Dum Municipality, the lessor herein and the said Shree Ganeshaya Infra Projects Limited, the Promoter herein, inter alia, recording the terms and conditions as particularly mentioned therein and the same has been registered on 19th of June, 2014 with the office of the District Sub-Registrar –II, North 24 Parganas and recorded in Book No.I, CD Volume No.8, Pages from 5704 to 5722, being no. 03728 for the year 2014.

- J. Subsequently by a registered power of attorney made and/or executed on 19th June, 2014 the said North Dum Dum Municipality duly appointed and/or nominated the said Shree Ganeshaya Infra Projects Limited as its constituted attorney for the purpose of construction of the multistoried building on the said property with the power and/or authority as morefully mentioned and described in the said Power of Attorney dated 19th June, June, 2014. The said Power of Attorney dated 19th June, June, 2014 has been registered with the District Sub-Registrar-II North 24 Parganas and recorded in Book No.1 volume No. 8 pages 5742 to 5754 being no.03730 for the year 2014.
- K. Pursuant to the aforesaid agreement for construction of multistoried building and the power of attorney granted by the North Dum Dum Municipality, the lessor herein in favour of the Shree Ganeshaya Infraprojects Limited the Promoter herein, the Promoter herein proceeded with the construction of the multistoried buildings at the said premises as per and in accordance with the building plan duly sanctioned by the North Dum Dum Municipality.

- L. Under the said agreement dated 17th June, 2014, it was, inter alia, agreed by and between the owner (being the lessor herein) and the Promoter that the complex constructed on undivided, proportionate 65% of the plot of land comprised in the said premises shall have demarcated area having separate way of ingress and egress with separate lift and staircase, which shall comprise the Promoter's allocation in the said complex to be constructed and shall be disposed of and/or transferred by the Promoter to the intending parties. It is further recorded under the said agreement dated 17th June, 2014, inter alia, that the owner (the lessor herein) shall be entitled to the constructed area on the remaining undivided and proportionate 35% area of the plot of land comprised in the said premises which shall also have similar facilities of separate ingress and egress alongwith separate lift and staircase and the same shall constitute the Lessee's allocation. However, it was further mentioned in the said agreement dated 17th June, 2014, that notwithstanding the separate complexes forming the respective allocated areas of the parties therein, the occupiers/transferees of the allocated areas of the Lessee's allocation shall be entitled to all the common facilities and/or amenities as might be provided for in the Promoter's allocation and vice versa.
- M. 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 Said Land on which the Phase of the Phase of the Project is to be constructed have been completed.
- N. The has granted the Commencement Certificate to develop the Phase of the Project vide approval dated bearing registration no.....
- O. The lessee, Shree Ganeshaya Infraprojects Limited the Promoter herein, the Promoter herein proceeded with the construction of the multistoried buildings at the said premises as per and in accordance with the building plan duly sanctioned by the North

Dum Dum Municipality bearing No., dated The Promoter/Lessee 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 laws as applicable.

- P. The Promoter has registered the Phase of the Phase of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no._____.
- Q. The Allottee/Sub-lessee had applied for issuance of a lease in respect of a residential unit in the Phase of the Phase of the Project wide application no._____ dated _____ and has been allotted Unit no.____ having carpet area of _____ (___) square feet on ___ floor, Block No.____ of “.....” at Mouza-....., R.S. Khatian No....., Dag No....., P.S., P.O. Under, District-..... along with covered parking space no.____ admeasuring ___ (___) square feet in the ____, as permissible under the applicable law and of prorata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the “unit” more particularly described in Schedule A and the floor plan or the Unit is annexed hereto and marked as Schedule B).
- R. At or before execution of these presents the Allottee/Sub-lessee(s) has/have fully satisfied himself/herself/themselves and has/have agreed not to raise any objection, question regarding the validity and legality as to the:
- i) Title of the Lessees/Promoter;
 - ii) The terms and conditions contained and recorded in the said Development Agreement;
 - iii) The plan sanctioned by the North Dum Dum Municipality;
 - iv) The right and authority of the Promoter to enter into this agreement.

- S. The Allottee/Sub-lessee(s) further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services comprised in the building, making payment of the maintenance charges regularly and punctually is an essential pre-condition.
- T.** The Said Land is earmarked for the purpose of building a [commercial/residential/project, comprising of G+4 storied apartment buildings comprising of various flats, units and car parking spaces and the said project shall be known as ‘ _____ ’ (“Project”);
- U.** 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 Said Land on which Project is to be constructed have been completed;
- V.** The North Dum Dum Municipality has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;
- W.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the apartment building, from North Dum Dum Municipality. 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 laws as applicable;
- X.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____;
- Y.** The Allottee/Sub-lessee had applied for issuance of lease in respect of an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet on _____ floor in no. _____ in Holding No. 150, Rajbari Road (Jangalpur), Police Station – Airport in the District of North 24 Parganas (“Building”) along with garage/covered parking no. _____ admeasuring

_____ square feet in the _____[Side of the Building], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- Z.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- AA.** 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;
- BB.** 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;
- CC.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/Sub-lessee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified 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 lease out to the Allottee/Sub-lessee and the Allottee/Sub-lessee hereby agrees to accept such lease, the Apartment as specified hereinabove.

1.2 The Total Premium for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price")) (Give break up and description):

Building no. ____ Apartment no. _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	

AND

Covered parking space-1	Price for 1
Covered parking space-2	Price for 2
Total Price (in rupees)	

Explanation:

- (i) The Total Premium includes the booking amount paid by the Allottee/Sub-lessee to the Promoter towards the Apartment];
- (ii) The Total Premium includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST), 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/Sub-lessee and the project to the association of Allottee/Sub-lessees 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/Sub-

lessee 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/Sub-lessee;

(iii) The Promoter shall periodically intimate in writing to the Allottee/Sub-lessee, the amount payable as stated in (i) above and the Allottee/Sub-lessee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/Sub-lessee 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 Premium of Apartment includes recovery of price 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 paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 10 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 Premium is escalation-free, save and except increases which the Allottee/Sub-lessee 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/Sub-lessee for increase in

development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Sub-lessee, 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/Sub-lessee.

1.4 The Allottee/Sub-lessee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Sub-lessee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Sub-lessee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which lease is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/Sub-lessee 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/Sub-lessee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/Sub-lessee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Premium 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/Sub-lessee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Sub-lessee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee/Sub-lessee, the Promoter may demand that from the Allottee/Sub-lessee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8 Subject the Promoter agrees and acknowledges, the Allottee/Sub-lessee shall have the right to the Apartment as mentioned below:

- (i) The Allottee/Sub-lessee shall have the leasehold right in the Apartment;
- (ii) The Allottee/Sub-lessee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/Sub-lessee in the Common Areas is undivided and cannot be divided or separated, the Allottee/Sub-lessee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottee/Sub-lessees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iv) That the computation of the Premium of the Apartment includes recovery of Premium of land, construction of the Apartment, 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 paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
- (iv) The Allottee/Sub-lessee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee/Sub-lessee agrees that the Apartment along with ___ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Sub-lessee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Sub-lessees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/Sub-lessees, which it has collected from the Allottee/Sub-lessees, 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/Sub-lessees or any liability, mortgage loan and interest

thereon before transferring the apartment to the Allottee/Sub-lessees, 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/Sub-lessee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Premium in respect of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/Sub-lessee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee/Sub-lessee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/Sub-lessee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee/Sub-lessee, if resident outside India, shall be sole 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/Sub-lessee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. **LEASE:**

4.1 The Lessor hereby lets out and grants lease and the Lessee/Promoter confirms such grant in respect of All That the said Flat/unit, morefully and particularly mentioned and described in SCHEDULE-C hereunder written TOGETHERWITH the share in the said premises i.e. the undivided proportionate share in the land

underneath the said building in the said premises TOGETHERWITH the proportionate undivided indivisible share in the common areas and installations morefully and particularly mentioned and described in SCHEDULE-D hereunder written TOGETHERWITH right to ingress to and egress from the said flat/unit AND ALSO TOGETHERWITH the right of car parking in the covered/uncovered car parking space, if so specifically and expressly mentioned and described in the stated SCHEDULE-C and the lessee agrees to take on lease the same on and subject to the terms and conditions contained herein at and for and in lieu of the rent to be paid to the Lessor as premium and other payables to be paid to the Lessee/Promoter and mentioned hereinbelow to be paid by the lessee to the lessor in the manner as stated hereunder.

- 4.2 The Lessee shall have the power to sub-let the said Flat/unit or to assign the leasehold interest therein for the remaining term of lease in favour of any person of his choice and discretion without being required to obtain consent of the Lessee/Promoter in that respect after taking possession of the said flat/unit. The lessee shall not be required to pay any excess or extra amount to the Lessee/Promoter for such intended transfer of his leasehold rights in respect of the said flat/unit in favour of the transferee, provided such transfer is made after taking possession of the said Flat/unit.

5. TENURE OF LEASE AND RENEWAL

- 5.1 The initial Lease Period shall be for a period of 99 (ninety nine) years from the Lease Commencement Date as defined hereinabove.
- 5.2 The Lessee shall (subject to the conduct of the Lessee with respect to this Lease Deed) have the option to renew the initial Lease Period for further term of 99 (ninety nine) years on mutually agreed terms.

6. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/Sub-lessee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/Sub-lessee against the Unit, if any, in his/her name and the Allottee/Sub-lessee undertakes not to

object/demand/direct the Promoter to adjust his payments in any manner.

7. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Phase of the Project as disclosed at the time of registration of the Phase of the Project with the Authority and towards handing over the Unit to the Allottee/Sub-lessee and the common areas to the association of Allottee/Sub-lessees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee/Sub-lessee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

8. CONSTRUCTION OF THE PHASE OF THE PROJECT/UNIT:

The Allottee/Sub-lessee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedules [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Phase of the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Housing Industry Regulation Rules, 2018 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.

9. POSSESSION OF THE UNIT:

- 9.1 **Schedule for possession** of the said Unit. The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee/Sub-lessee and the common areas to the Association of Allottee/Sub-lessee or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Phase of the Project in place on not later than 48 months 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 real estate Phase of the Project (“Force Majeure” as mentioned in Cl.7.1 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the Phase of the Project is delayed due to the Force Majeure conditions then the Allottee/Sub-lessee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.
- 9.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee/Sub-lessee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee/Sub-lessee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Sub-lessee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottee/Sub-lessees, as the case may be after the issuance of the Completion Certificate for the Phase of the Project. The Promoter shall hand over the Occupancy Certificate of the Unit, as the case may be, to the Allottee/Sub-lessee at the time of Lease of the same.

- 9.3 **Failure of Allottee/Sub-lessee to take Possession of Unit** – Upon receiving a written intimation from the Promoter, the Allottee/Sub-lessee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee/Sub-lessee. In case the Allottee/Sub-lessee fails to take possession within the time provided such Allottee/Sub-lessee shall continue to be liable to pay interest on due payments and maintenance charges as specified.
- 9.4 **Possession by the Allottee/Sub-lessee** – After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee/Sub-lessees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee/Sub-lessee or the Competent Authority, as the case may be.
- 9.5 **Cancellation by Allottee/Sub-lessee** – The Allottee/Sub-lessee shall have the right to cancel/withdraw his allotment in the Phase of the Project as provided in the Act:
- Provided that where the Allottee/Sub-lessee proposes to cancel/withdraw from the Phase of the Project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/Sub-lessee shall be returned by the promoter to the Allottee/Sub-lessee within 45 days of such cancellation,
- 9.6 **Compensation-** The Promoter shall compensate the Allottee/Sub-lessee in case of any loss caused to him due to defective title of the land, on which the Phase of the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by

limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee/Sub-lessees, in case the Allottee/Sub-lessee wishes to withdraw from the Phase of the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

10. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :

- 10.1 As a matter of necessity, the possession and enjoyment of the said flat/unit by the Lessee shall be consistent with the rights and interest of all the sub-lessee and in using and enjoying the said flat/unit and the Common Areas and Installations, the Lessee bind themselves and covenants :-
- 10.2 to co-operate with the Lessee/Promoter or its appointed agency/agencies in the management and maintenance of the building(s) and other common purposes.
- 10.3 to observe and perform the rules regulations and restrictions from time to time, in force, for the quiet and peaceful use, enjoyment and management of the building(s) and in particular the common Areas and Installation(s) and other common purposes.

- 10.4 to use the said flat/unit only for residential purpose and for no other purpose(s).
- 10.5 unless the right to parking motor car is expressly granted and mentioned in the Schedule hereunder written, the Lessee shall not park any motor car or any other vehicle at any place in the said complex (including at the open space at the said complex) AND if the right to park car is so expressly granted and mentioned in the Schedule the lessee shall use the car parking space(s) only for the purpose of parking of standard size passenger motor car. In case of goods vehicles for loading and unloading purpose, the same can be placed/parked at an assigned place and between fixed time to be declared by the Lessee/Promoter or the maintenance company as the case may be.
- 10.6 to use the Common Areas and Installations only to the extent required for ingress to and egress from the said flat/unit of men and materials and passage of utilities and facilities.
- 10.7 to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods, articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the said premises.
- 10.8 not to claim any right whatsoever or howsoever over any flat/unit or portion in the said premises save the said flat/unit.
- 10.9 not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building/residential complex save a letter-box at the place in the ground floor as be expressly approved or provided by the Lessee/Promoter and a decent nameplate outside the main gate of their Flat/unit. It is hereby expressly made clear that in no event the Lessee shall open out any additional window or any other apparatus protruding outside the exterior of the said

Flat/unit excepting air conditioners to be placed in the designated cut out positions.

- 10.10 not to alter the outer elevation of the Flat/unit or Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Lessee/Promoter or its agency in writing or in the manner as near as may be in which it was previously decorated.
- 10.11 not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waster or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the complex or block nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other Co-occupier to do so.
- 10.12 not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other flat/units in the Building.
- 10.13 to keep the said flat/unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/unit in the Building in good and substantial repair and conditions so as to support shelter and protect and keep usable the other flat/unit/parts of the Building and not to do or cause to be done anything in or around the said Flat/unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said flat/unit. In particular and without prejudice to the generality to the foregoing, the Lessee doth hereby covenant that the Lessee/Promoter that the Lessee shall not make any from of alternation in the beams and columns passing through the said Flat/unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- 10.14 not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said flat/unit.
- 10.15 to apply for and obtain at their own costs separate assessment and mutation of the said flat/unit in the records of the North Dum Dum Municipality and the Lessee/Promoter shall give its consent for the same. It is further agreed by the Lessee not to raise any questions in case the Lessee/Promoter herein raises any Additional Floor over the present sanction pursuant to necessary sanction being obtained from the appropriate authority or authorities and the Lessee shall not claim any amount by whatsoever nature and also not disturb the process of construction by any means not withstanding temporary difficulties.
- 10.16 it is agreed between the parties hereto that the Building shall be called **"SGIL-SUREZA"**. But the Lessee/Promoter shall be at liberty to change the name, as they deem fit and proper and the same shall be fully binding on the Lessee.
- 10.17 The Lessee shall be bound to bear and pay and discharge exclusively the following expenses and outgoings:
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said flat/unit directly to North Dum Dum Municipality provided that so long as the said Flat/unit is not assessed separately for the purpose of such rates and taxes, the Lessee shall pay to the Lessee/Promoter proportionate share of all such rates and taxes assessed on the said premises and as determined by the Lessee/Promoter.
 - ii) The lessee shall ensure electricity through the separate electricity meter in respect of the flat/unit to be installed at the appropriate location in the said building. The lessee shall directly pay the electricity charges to the concerned authority from time to time.

- iii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said flat/unit or the building or the said premises as a whole and whether demanded from or payable by the Lessee or the Lessee/Promoter and the same shall be paid by the Lessee wholly in case the same relates to the said flat/unit and proportionately in case the same relates to the building or the said premises as a whole.
- iv) Until a separate electric meter is obtained by the Lessee for its Flat/unit, the Lessee/Promoter shall provide a reasonable quantum of power in the said Flat/unit from its existing sources and the Lessee shall pay electricity charges to the Lessee/Promoter or its appointed agency who shall be liable to pay the same to CESC Limited/WBSEDCL.

10.18 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Lessee/Promoter or its appointed agency/agencies. The bills and demands for the amounts payable by the Lessee shall be deemed to have been served upon the Lessee, in case the same is left in the said Flat/unit or in the letter box in the ground floor of the building earmarked for the said Flat/unit.

10.19 In the event of the Lessee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Lessee under these presents within a period of seven days from the date such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Lessee hereunder, then without prejudice to the other remedies available against the Lessee hereunder, the Lessee shall be liable to pay to the Lessee/Promoter or its appointed agency interest at the rate of 12% per annum on all

the amounts in arrears and without prejudice to the aforesaid, the Lessee/Promoter or its appointed agency shall be entitled to withhold and stop all utilities and facilities (including lift, generator etc,) to the Lessee.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter here represents and warrants to the Allottee/Sub-lessee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Phase of the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase of the Project for Residential and Commercial Purpose.
- (iii) There are no encumbrances upon the said land or the Phase of the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Phase of the Project or the Unit.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Phase of the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Phase of the Project, said Land, Building and Unit 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/Sub-lessee created herein, may prejudicially be affected.

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Phase of the Project and the said Unit which will in any manner, affect the rights of Allottee/Sub-lessee under this Agreement.

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from leasing out the said Unit to the Allottee/Sub-lessee in the manner contemplated in this Agreement.

(ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Units for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever.

(x) At the time of execution of the lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee/Sub-lessee and the common areas to the Association of Allottee/Sub-lessees or the Competent Authority, as the case may be.

(xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.

(xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions,

premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase of the Project to the competent Authorities till the Completion Certificate has been issued and possession of Unit, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee/Sub-lessee and the Association of Allottee/Sub-lessees or the Competent Authority, as the case may be.

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

12. PREMIUM AND OTHER PAYABLES

12.1 The total amount agreed to be paid by the Lessee to the Lessee/Promoter in terms of this agreement are as follows:-

Particulars	Amount (Rs.)
Premium in respect of the Flat/unit @ Rs. _____/- per sq.ft.	
Premium in respect of the Car parking	
Utility Charges towards Transformer & Electrical Expenses	
Utility Charges towards Generator Charges	
Ancillary Expenses towards Legal / documentation charges	
Total Amount	

Goods and Service Taxes and all other taxes as per government policy will be charged extra on the above consideration amount.

- 12.2 The Lease rent payable in respect of the Flat/unit shall be Re.1/- (Rupees One) only per sq. ft. per annum of the standard built up area of the Flat/unit (applicable GST extra) to be paid by the Lessee to the Lessor.
- 12.3 The Rent shall commence on and from the lease commencement date in respect of the said Flat/unit.
- 12.4 The Rent is non-refundable and no part of it shall be reduced, abated or waived under any circumstance including, but not limited to, termination of this agreement or revocation of the Lease.
- 12.5 Time for payment of the premium and other amounts hereunder payable by the Lessee to the Lessee/Promoter shall be the essence of the contract.

13. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee/Sub-lessee within the time period or fails to complete the Phase of the Project within the stipulated time disclosed at the time of registration of the Phase of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his

registration under the provisions of the Act or the rules or regulations made thereunder.

13.2 In case of Default by Promoter under the conditions listed above, Allottee/Sub-lessee is entitled to the following:

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

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

13.3 The Allottee/Sub-lessee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee/Sub-lessee fails to make payments for 3 (three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Sub-lessee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee/Sub-lessee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee/Sub-lessee

and refund the money paid to him by the Allottee/Sub-lessee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Allottee/Sub-lessee about such termination at least thirty days prior to such termination.

14. LEASE OF THE SAID APARTMENT: The Promoter, on receipt of Total Premium of the Apartment under the Agreement from the Allottee/Sub-lessee, shall execute a lease deed and the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee/Sub-lessee.

[Provided that, in the absence of local law, the lease deed in favour of the Allottee/Sub-lessee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee/Sub-lessee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/Sub-lessee authorizes the Promoter to withhold registration of the lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee/Sub-lessee.

15. 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 of Allottee/Sub-lessees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

16. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Sub-lessee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Sub-lessees

shall be entitled to receive appropriate compensation in the manner as provided under the Act.

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

18. USAGE:

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

19. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

19.1 The Allottee/Sub-lessee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same

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

19.2 The Allottee/Sub-lessee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Sub-lessees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Sub-lessee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/Sub-lessee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

19.3 The Allottee/Sub-lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/Sub-lessee and/or maintenance agency appointed by association of Allottee/Sub-lessee. The Allottee/Sub-lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

21. ADDITIONAL CONSTRUCTIONS:

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

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Building] 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/Sub-lessee who has taken or agreed to take such [Apartment/ Building].

23. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottee/Sub-lessees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in _____.

24. BINDING EFFECT:

Forwarding this Agreement to the Allottee/Sub-lessee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Sub-lessee until, firstly, the Allottee/Sub-lessee 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 receipt by the Allottee/Sub-lessee and secondly, appears for registration of the same before the concerned Registrar or Sub-Registrar as and when intimated by the Promoter. If the Allottee/Sub-lessee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Sub-lessee and/or appear before the Registrar or Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/Sub-lessee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/Sub-lessee, application of the Allottee/Sub-lessee shall be treated as cancelled and all sums deposited by the Allottee/Sub-lessee in connection therewith including the booking amount shall be returned to the Allottee/Sub-lessee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof

and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUB-LESSEE / SUBSEQUENT ALLOTTEE/SUB-LESSEES:

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 Allottee/Sub-lessees of the Apartment], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE:

28.1 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/Sub-lessee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Sub-lessee that exercise of discretion by the Promoter in the case of one Allottee/Sub-lessee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/Sub-lessees.

28.2 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.

29. SEVERABILITY:

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

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

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

31. FURTHER ASSURANCES:

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

32. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Sub-lessee in Kolkata. After the Agreement is duly executed by the Allottee/Sub-lessee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Concerned Registrar or Sub-Registrar _____. Hence this Agreement shall be deemed to have been executed at Kolkata.

33. NOTICES:

That all notices to be served on the Allottee/Sub-lessee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Sub-lessee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee/Sub-lessee

_____ (Allottee/Sub-lessee Address)

M/s Shree Ganeshaya Infra Projects Limited, having its registered office at Room No.613, JASMINE TOWER, 31, Shakespeare Sarani, under Post Office and Police Station - Shakespeare Sarani, Kolkata – 700017.

It shall be the duty of the Allottee/Sub-lessee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/Sub-lessee, as the case may be.

34. JOINT ALLOTTEE/SUB-LESSEES:

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

35. SAVINGS:

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

36. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced

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

37. DISPUTE RESOLUTION:

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

37.1 This agreement supersedes all earlier agreements, memorandums, brochures and/or arrangements between the parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.

37.2 This agreement is personal and the Allottee/Sub-lessee(s) shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said flat without the consent in writing of the promoter until such time the full amount of consideration has been paid by the Allottee/Sub-lessee(s) to the Promoter and the Allottee/Sub-lessee(s) performing and observing all the other terms and conditions herein contained and on the part of the Allottee/Sub-lessee(s) to be performed and observed.

37.3 The right of the Allottee/Sub-lessee(s) shall remain restricted to the said flat and the properties appurtenant thereto and in no event the Allottee/Sub-lessee(s) shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said Building and the said premises.

37.4 The name of the building shall be "PRATISTHA EXOTICA" and will not be changed.

37.5 The Lessor, the Promoter and the Allottee/Sub-lessee(s) have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Lessor, the Promoter and the Allottee/Sub-lessee(s) or be construed as a joint venture between the parties herein nor shall the Lessor/Promoter and the Allottee/Sub-lessee(s) constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

37.6 It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a 'works contract' and it is hereby further agreed by and between the parties hereto in the event of the Promoter being liable to make payment of Goods and Service Tax or any other statutory tax or duty or levy in respect of this agreement, the Allottee/Sub-lessee(s) shall be liable and agrees to make payment of the same at or before taking over possession of the said flat.

37.7 The Allottee/Sub-lessee(s) has assured the Promoter that he/she/they has/have the financial capacity to pay the balance of the total consideration amount in the manner mentioned herein.

37.8 the Promoter shall have exclusive right over all open areas within the premises, which are not specifically allotted.

38. DOCUMENTATION CHARGES:

38.1 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said flat and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Allottee/Sub-lessee.

38.2 At or before taking delivery of possession the Allottee/Sub-lessee/Allottee/Sub-lessee(s) shall also pay the estimated expenses and/or in relation to registration of deed of conveyance of the said flat.

SCHEDULE -A

(Premises)

ALL THAT the piece and parcel of land measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situated at Dag no.85, Khatian no.51, J.L. No.11, in Mouza Jangalpur, Police Station - Airport, within the local limits of North Dum Dum Municipality Holding No. 150, Rajbari Road (Jungalpur), Ward No. 16, Additional District Sub-Registry Office – Bidhannagar, Salt Lake City under District – 24 Parganas (North) and also known as 156, Junglepur Road ALONGWITH all easement rights and all amenities and/or facilities attached thereto and/or connected therewith and/or appurtenant thereto, morefully and particularly delineated and marked with Red border in the map or plan annexed hereto which is butted and bounded as hereunder :-

On the East	:	13'.0" wide Municipal Road
On the South	:	63/1, Jangalpore Road & Ors.
On the West	:	R.S. Dag No.39 and 41
On the North	:	Service Road and Belghoria Expressway.

SCHEDULE - B

(Flat and Appurtenances)

Part-I

ALL THAT the self-contained flat/apartment, being **Flat No.**____ having super built up area of about _____ (_____) Square Feet be the same a little more or less, consisting of _____ bed rooms, _____) dining room, _____Kitchen, _____toilets on the _____ floor of the G+____ storied building, lying and situated at the Holding No. 150, Rajbari Road (Jungalpur), Ward No. 16, Additional District Sub-Registry Office – Bidhannagar, Salt Lake City under District – 24 Parganas (North)

and also known as 156, Junglepur Road, more specifically described in the First Schedule hereinabove written TOGETHERWITH undivided proportionate share in the land comprised in the said premises ALONGWITH proportionate share in the common portions of the building as described in the Third Schedule below. The layout plan of such flat is attached hereto.

Part - II
(Parking Space)

ALL THAT 1(one)/ Nil covered Car Parking spaces on the Ground Floor of the Building measuring area of about ___ square feet each, be the same or little more or less, lying and situated at Holding No. 150, Rajbari Road (Jungalpur), Ward No. 16, Additional District Sub-Registry Office – Bidhannagar, Salt Lake City under District – 24 Parganas (North) and also known as 156, Junglepur Road.

SCHEDULE - C
(PAYMENT PLAN)

Consideration for the Undivided Share and for

Construction and completion of the said Apartment

Rs...../-

No._____ on ____ floor admeasuring _____ sq.ft.

Approx Carpet Area.

(b) Consideration for the right to park a car

in the said parking space Rs...../-

AGREED CONSIDERATION Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PART – II

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of “**Promoter**” i.e. “.....” and the Company shall deduct 15% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART – III

The “**Promoter**” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not latter than, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART – IV

Section A: Additional Payments payable wholly by the Allottee

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Lease, the Deed of Lease and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the **“Promoter”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for

revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

Section-B: Additional payments payable proportionately by the allottee to the Promoter are additional of the chargeable area.

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional of the chargeable area :

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment.
- (c) Installation of security system for the common portions.
- (d) Legal fee payable to Promoter.

SCHEDULE - D

(SPECIFICATIONS)

Foundation	:	R.C.C.
Flooring	:	Vitrified tiles.
Wall finish	:	Interior – conventional brickwork with plaster of paris. Exterior – High quality waterproof cement paint.
Kitchen	:	Anti-skid vitrified tiles, Granite Platform with honed edge, stainless steel sink with drainage board, dado tiles upto 2 ft. above the counter /platforms, electric point for refrigerator, aquaguard, gysar and exhaust fan.
Toilet	:	Sanitaryware of Parryware/Hindware or equivalent make, cp fitting of essco/jaquar or equivalent make, electric point for gysar and exhaust fan, Plumbing

		provision for hot/cold water line.
Doors & Windows	:	Main door – Wooden panel door polished, main door fittings-Godrej night latch and eye piece, internal doors-solid core flushed doors, windows-fully glazed sliding anodized aluminium window with integrated grills.
Lift	:	Otis/kone or equivalent
Water Supply	:	24 hours supply from deep tubewells treated with de-ionization water plant.
Electrical	:	AC points in living, dining & all the bedrooms. Cable TV & Telephone points in living /dining and master bedroom, ample necessary 15 amp. & 5 amp. Electrical points in all bedrooms, living, dining , kitchen, toilets with central MCB & switch boards. Door bell points at the main entrance door. Concealed copper wiring with modular switches of reputed brand bearing ISI mark.
Common Lighting	:	Common lighting overhead illumination for compound and street lighting. Necessary illumination in all lobbies, staircases & common areas.
Stair & Lobbies	:	Stairs and floor lobbies – kota stone, Entrance ground floor lobby of each block – combination of marble, granite & kota stone.
Generators Load	:	REPUTED BRAND WITH CAPACITIES TO CATER MINIMUM LOAD REQUIREMENT OF Sub-LESSEES AND ALL UTILITIES
Fire fighting	:	SOPHISCATED EARLY WARNING SYSTEM WITH SPRINKLE AND WATER STORAGE FACILITIES

All extra works other than this specification will be charged as extra and that must be paid in advance.

SCHEDULE “E”
(COMMON PORTIONS)

COMMON PARTS and PORTIONS in the BUILDING.

1. Entrance and exit gates of the block.
2. Paths passages in the building.
4. Driveway in the ground floor of the building.
5. Staircases of the block alongwith their full and half landing with both staircases.
6. Lift with lift shaft and the lobby in front of it on typical floors and lift machine room except the stairs leading to the roof thereof and the Roof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lifts and pump and for supply of power in the said Flat/unit to the extent of quantum mentioned herein and/or in the other Flat/units during power failure and generator room in the ground floor of the complex.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the block.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flat/units of the building.
10. Underground water reservoir for municipal water with a pull on pumps installed there at for the building.
11. Water waste and sewerage evacuation pipes from the Flat/units to drains and sewers common to the building and from the building to the municipal drain.
12. Common bathroom with W.C. and common toilets in each floor of the building.
13. Room for Darwan/Security guard, caretaker's office in the ground floor.
14. Boundary walls.
15. The Roof is reserved by the Vendor and shall not form part of the common parts.
16. Entire firefighting equipment including fire underground storage tank.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Sub-Lessee/Allottee:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____