

Draft : November 16, 2018

197-2_Sector-5_Simplex-Genpact_Dev-Allocation_Deed-SubLease_Lessee-Party_Full-HIRA-Compliant-1_16-11-18

DEED OF SUB-LEASE

THIS DEED of SUB-LEASE (“Deed”) executed on this ____ day of _____, ____.

BY AND BETWEEN

SIMPLEXINFRA TECHNOPARK LLP (PAN ACTFS7726G), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008 and having its registered office at 27 Shakespeare Sarani, Kolkata- 700 017, P.S. & P.O. Shakespeare Sarani, West Bengal, India, represented by its Director of the Designated Partner, **Amit Sarda** (PAN ALSPS5231N) son of Shri Jugal Kishore Sarda, by occupation Business, residing at No.117/1 N.S.C Bose Road, P.O.& Police Station Regent Park, Kolkata 700040, hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

GENPACT INDIA PRIVATE LIMITED (formerly known as **Genpact India**) (PAN-AABCE4461B) a private company incorporated under the provisions of the Companies Act, 1956 having its registered office at 12A, (Ground Floor) Prakash Deep Building, 7 Tolstoy Marg, New Delhi-110001, represented by _____, hereinafter referred to as “the **SUB-LESSOR**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

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

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

WHEREAS:

- A. Unless, in this Deed, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Sub-Lessor is the lessee in respect of **All That** land measuring an area of 1.50 (one point five zero) acres viz 90.7546 Cottahs (Out of 3Acres OR 181.5092 cottahs in Plot No. 6, Block DP) more or less being Plot No. 6 in Block No. DP in Sector V of Bidhannagar in the District of North 24 Parganas, Police Station Bidhannagar (East), Kolkata-700105, described in the **FIRST SCHEDULE** hereunder written for the residue unexpired period of 90 years commencing with effect from 6th May, 2005, with option of renewal for two terms of 90 years each at the option of WEBEL. Devolution of leasehold of the Sub-Lessor to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.

The major terms and conditions of sub-lease in favour of the Sub-Lessor are set out hereinbelow:

- (i) Annual rent @ ¼% of premium payable on or before 1st 90 days of the year subject to revision every 10 years.
- (ii) Municipal Tax payable now and in future.

- (iii) Not to run any Industry other than IT/ITES/ Electronic Industry.
- (iv) Building and structures should be constructed in conformity with the Building Rules as may be framed by the State Government and/or any other appropriate authority.
- (v) Not to commit breach of any of the terms and conditions of the Original Lease dated 12th February, 1996 made between the Governor of the West Bengal and the Sub-Lessor West Bengal Electronics Industry Development Corporation Limited.

C. By and in terms of the Development Agreement (as hereinafter defined), the Sub-Lessor permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.

WEBEL, vide its letters dated 30th March, 2017 & 21st September 2017 addressed to the Sub-Lessor, granted permission to the Sub-Lessor and the Promoter to register the said Development Agreement and accordingly the same was executed and registered.

D. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and _____ has issued completion certificate vide _____ dated _____.

E. By an Agreement dated _____ and **registered** with the _____ in _____, the Promoter and the Sub-Lessor agreed to sub-lease to the Allottee **All That the said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sub-Lease Agreement**"), which stands modified and/or superceded by these presents.

F. The construction of the said Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.

G. The Promoter has duly complied with its obligations contained in the said Sub-Lease Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.

H. The Allottee has now requested the Promoter and the Sub-Lessor to sub-lease the said Unit in favour of the Allottee.

I. WEBEL and the Urban Development Department of the Government of West Bengal have accorded their permission for sub-leasing of the said Unit vide _____ dated _____.

J. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:

- (i) The rights and interest of the Sub-Lessor to the said Premises;
- (ii) The rights of the Promoter under the Development Agreements;
- (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
- (iv) The workmanship and quality of construction of the said Unit and the Project, including the structural stability of the same.
- (v) The total area comprised in the said Unit.
- (vi) The Completion Certificate.

- (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sub-Lease Agreement.

NOW THIS DEED WITNESSETH as follows:

1. **Demise of Space :** The Sub-Lessor and the Promoter (each of them to the extent of their respective rights and interest) doth hereby grant and demise unto the Sub-Lessee **All That** the said Unit fully described in the **Second Schedule** hereunder written, for the **Term** and at the **Rent** and on the terms and conditions hereinafter contained.
 - 1.1 The Allottee shall have exclusive interest in the Unit;
 - 1.2 The Allottee shall also have undivided proportionate interest in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas of the Project to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Use of Common Areas and Installations shall strictly be in accordance with the provisions of these presents and the Sub-Lease Agreement;
2. **Term :** The Sub-Lease of the said Unit shall be for the period commencing on and from the Deemed Date of Possession / Date of Commencement of Liability or the date of execution of this Deed of Sub-Lease (hereinafter called "the **Commencement Date**"), whichever be earlier, and shall expire on the date of expiry of the Deed of Sub-Lease dated 5th July, 2005 (Head Lease).
 - 2.1 **Renewal :** Subject to WEBEL granting renewal of the Deed of Sub-Lease dated 5th July, 2005 to the Sub-Lessor, which the Sub-Lessor shall be bound and obliged to apply for and obtain at its own costs, the Sub-Lessor shall grant renewal of the sub-lease hereby agreed to be made to the Sub-Lessee for 2 (two) terms of 90 (ninety) years each without claiming any additional consideration therefor Provided That the Sub-Lessor / Promoter shall be entitled to claim from the Sub-Lessee the proportionate costs incurred by the Sub-Lessor in obtaining renewal of the Head Lease from WEBEL. It is agreed and clarified that the Sub-Lessee shall on its own be entitled to apply for and obtain renewals of the sub-lease of the said Unit directly from WEBEL, if permissible, and for that the Sub-Lessor doth hereby authorise the Sub-Lessee. It is further agreed and clarified that should the Sub-Lessee / Allottee becomes a direct lessee under WEBEL, then the Sub-Lessee shall obtain such renewals directly from WEBEL without any further reference to the Sub-Lessor.
3. **Consideration:** The Total Price / consideration for the said Unit is **Rs.**_____ (Rupees _____ only) and the same has been paid by the Allottee to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge).
4. **Rent :** The Sub-lessee shall be liable for payment to the Sub-Lessor of the proportionate amount of Ground Rent (with applicable GST) payable under the said Head Lease without any deduction or abatement whatsoever, which shall or may be paid alongwith the maintenance charges payable by the Sub-lessee in respect of the said Unit, as be decided by the Promoter and/or the Sub-Lessor from time to time.

II. THE SUB-LESSOR AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Sub-Lessor and the Promoter respectively profess to transfer subsists and that they have good right full power and authority to sub-lease unto and to the use of the Allottee the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof for the Term hereby created and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Sub-Lessor or the Promoter.
- iii) The Sub-Lessor and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby sub-leased unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Sub-Lessor and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER AND THE SUB-LESSOR as follows:

1. The Allottee so as to bind himself to the Promoter and the Sub-Lessor and the other allottees and so that this covenant shall be for the benefit of the Project and other units therein hereby covenants with the Promoter and the Sub-Lessor and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set forth herein and also in the said Sub-Lease Agreement, which shall apply mutatis mutandis.
2. The Sub-Lessee shall on the expiry or sooner determination of the term of the sub-lease vacate the said Unit without damaging the same and peaceably and quietly yield and deliver up complete vacant peaceful possession to the Sub-Lessor / Promoter (as applicable) the said Unit and every part thereof in good condition (normal wear and tear excepted).
3. The Sub-Lessee shall observe fulfill comply with and abide by all terms conditions covenants restrictions etc., as are contained in the Head Lease to the extent applicable to the said Unit and shall keep the Sub-Lessor and the Promoter saved harmless and indemnified against all losses or damages which may be suffered by the Sub-Lessor or the Promoter due to default or negligence on the part of the Sub-Lessee with regard thereto.
4. **MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT**

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Units / Units shall be bound and obliged to comply with the same.

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the

Promoter or the Sub-Lessor shall not be held liable therefor in any manner whatsoever.

5. Divided and demarcated portions of the Top Roof of the Building as delineated in the _____ plan annexed hereto duly bordered thereon in "**Blue**", as also the Roof / Terrace above the Car Parking Area / Ramp above the 8th Floor also delineated in the _____ plan annexed hereto duly bordered thereon in "**Blue**" (in short called "the **Reserved Roof**"), including the parapet walls and the room(s) / space on the stair-cover, shall be excepted and reserved unto and to Promoter and the Sub-Lessor (as per arrangement between them) and shall belong exclusively and absolutely to the Promoter and the Sub-Lessor (as per arrangement between them) and the Promoter and the Sub-Lessor (as per arrangement between them) shall have the exclusive right to make construction, addition and/or alteration (including to set up / install roof garden/s, cooling plants and towers, V-Sat, Dish or other Antennas at the same or any part thereof) of any nature as permissible under the law thereon and to connect and/or replace all common installations facilities and utilities in and for the premises to the same for such construction or otherwise and to use, enjoy, hold, sell, grant, let out, lease out, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Promoter and the Sub-Lessor (as per arrangement between them) may in their sole discretion think fit and proper and realise and appropriate all sale proceeds rents profits etc., without any objection or hindrance from the Sub-Lessee. The remaining divided and demarcated portions of the Top Roof of the Building as delineated in the _____ plan annexed hereto duly bordered thereon in "**Yellow**" (in short called "the **Common Roof**"), shall be meant for common use and enjoyment of the Allottees. The Reserved Roof/s of the Promoter and the Sub-Lessor and the Common Roof/s shall be demarcated prior to completion of transfer of the said Unit in favour of the Allottee in terms of this agreement;

6. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Sub-Lessor, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Sub-Lessor shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Sub-Lessor fully indemnified with regard thereto;

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED SUB-LESSOR :

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

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO: **(said Premises)**

ALL THAT land measuring an area of 1.50 (one point five zero) acres viz 90.7546 Cottahs (Out of 3 Acres OR 181.5092 cottahs in Plot No. 6, Block DP) (as delineated in Map /Site Plan annexed to Surrender Deed hereinafter recited) more or less being Plot No. 6 in Block No. DP in Sector V of Bidhannagar in the District of North 24 Parganas, Police Station Bidhannagar (East), Kolkata-700105 and butted and bounded in the following manner:

On the North :By Plot No. DP 2 and 3;

On the South :By Type II Road;

On the East :By Plot No. DP 4;

On the West :By Plot No. DP 6/1;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO: **(UNIT)**

All That the **Commercial / Office / Shop / Showroom Space** bearing No. _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ **Square Feet**) and **Super Built Up Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ floor of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Second Plan** annexed hereto, duly bordered thereon in "**Red**".

The Allottee shall use the said Unit as _____ and for no other purpose whatsoever.

With right to park _____ medium sized **motor car/s / Two Wheeler/s** in the covered space in the 2nd to 8th **Floor** of the Building, as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

With right to park _____ medium sized **motor car/s / Two Wheeler/s** in the open compound of the said Premises, as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

With _____ stack parking space for parking of _____ medium sized motor cars (i.e. one car to be parked above the other on mechanical stack) in the _____, as shown in the **Plan** annexed hereto, duly bordered thereon in "_____". The Allottee is aware that the said stack parkings are dependent on each other.

THE THIRD SCHEDULE ABOVE REFERRED TO **(Common Areas and Installations)**

1. Land comprised in the said Premises.
2. Paths passages and driveways, of which only those will be used by the Allottee as shall be necessary for ingress to and egress from the Unit and shall exclude those which shall be reserved by the Promoter and the Sub-Lessor for their own use for any purpose.
3. Staircases, lobbies and landings in the New Building of which only those will be used by the Allottee as shall be necessary for ingress to and egress from the Unit.
4. Lifts along with lift shafts and accessories, as also the elevators, of which only those will be used by the Allottee as shall be necessary for ingress to and egress from the Unit.

5. Electrical wiring and fittings and fixtures for lighting the staircase, lobby, common toilets landings and passages.
6. Water supply system in the New Building (charges wherefor are to be paid separately as stated herein).
7. Overhead water tank(s) and underground water reservoir/s with distribution pipes therefrom connecting to different Units and from the underground water reservoir/s to the over-head water tank/s.
8. Water waste and sewage evacuation pipes from the different Units to drains and sewers common to the New Building.
9. Drains and sewers from the New Building to the municipal drain.
10. Main entrance to and exit from the New Building.
11. Divided and demarcated portions of the Top Roof of the Building as delineated in the _____ plan annexed hereto duly bordered thereon in "**Yellow**" (in short called "the **Common Roof**").
12. Other Common Areas and Installations in the New Building which shall be expressed and intended by the Promoter for common use and enjoyment of the occupants of the New Building.
13. Adequate fire-fighting system.
14. Security System with CC TV Cameras.

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive roofs / terraces (if any) at different floor levels attached to any particular unit, divided and demarcated portions of the Top Roof of the Building as delineated in the _____ plan annexed hereto duly bordered thereon in "**Blue**", as also the Roof / Terrace above the Car Parking Area / Ramp above the 8th Floor also delineated in the _____ plan annexed hereto duly bordered thereon in "**Blue**" (in short called "the **Reserved Roof**"), areas earmarked for Club (including but not limited to any portion of the roof / terrace meant therefor), exclusive greens / gardens (if any) attached to any particular unit and other open and covered spaces at the Premises and the Building which the Promoter / Sub-Lessor may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Sub-Lessor shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircases of the Project and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.

4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Building, **including the interest in the land**, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Interest)

- A. By a Deed of Lease (herein referred to as "Original Lease") dated 12th February, 1996 made between the Governor of the State of West Bengal (Lessor) of the One Part and West Bengal Electronics Industry Development Corporation Limited (Lessee) of the Other Part and registered in the office of the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake, in Book No. I, Being No. 496 for the year 1996, the Governor of State of West Bengal granted and demised unto West Bengal Electronics Industry Development Corporation Limited the land measuring an area of 181.5092 Cottahs viz 3 acres more or less in Plot No. 6, Block No. DP in Sector V of Bidhannagar in the District of North 24-Parganas, Police Station Bidhannagar for a period of 999 years for setting up of different units of Electronic Industry and on other terms and conditions therein mentioned.
- B. By a Sub-Lease dated 5th July, 2005 (hereinafter referred to as "Head Lease") made between West Bengal Electronics Industry Development Corporation Limited (Sub-Lessor) of the One Part and M/s. GE Capital International Services (subsequently known as Genpact India vide SRN A00057786 dated 06-06-2006 issued by ROC-Govt. of India) (Sub-Lessee) of the Other Part and registered in the office of Registrar of Assurances, Kolkata in Book No I, Volume No 1, Pages 1 to 21, being No 05122 for the year 2006, West Bengal Electronics Industry Development Corporation Limited granted and demised unto GE Capital International Services (subsequently known as Genpact India) the land measuring an area of 3 (three) acres viz 181.5092 Cottahs more or less in Plot No. 6 Block No. DP in Sector V of Bidhannagar in the District of North 24 Parganas, Police Station Bidhannagar and fully described in the -First Schedule thereunder written for a period of 90 years on the terms and conditions therein mentioned.
- C. By a Deed of Surrender dated 9th April, 2009 made between M/s. Genpact India (previously known as GE Capital International Services) therein called the Sub-Lessee of the One Part and West Bengal Electronics Development Corporation Limited therein called the Sub-Lessor of the Other Part and registered with the Additional Registrar of Assurances - II, Kolkata in Book No. I, CD Volume No. 9, Pages 6599 to 6608 Being No. 03954 for the year 2009 whereby the Genpact India surrendered 1.50 acres or 90.7546 Cottahs of leasehold land (out of 3 acres or 181.5092 Cottahs in Plot No. DP - 6) to the Sub-Lessor in Plot No. DP - 6/1 in Block DP fully described in Second Schedule thereunder written and delineated in the map or site plan thereto annexed and thereon bordered red.
- D. Genpact India therefore became the Sub- Lessee of the land measuring 1.50 acres viz 90.7546 Cottahs in Plot No. DP - 6 (portion of Plot No. 6, Block DP) in "Salt Lake"

Electronics Complex in Bidhannagar, Kolkata-700 091 (being the said Premises) for a period of 90 years with effect from 6th May, 2005 inter-alia on the following terms and conditions as provided in the Sub-Lease dated 5th day of July, 2005.

- E. The Government of West Bengal by a notification bearing No. 1721-UD/O/M/SL (AL/NR)/8L-08/2004 (Pt) dated 6th May, 2005 allowed the lessees of industrial and commercial plots of land in Bidhannagar with or without buildings to transfer the leasehold right, title and interest on the said land to other subject to fulfillment of certain terms and conditions as mentioned therein including payment of permission fees. In furtherance of the above notification another notification bearing No. 5081 UD/O/M/SL(AL/NR)/8L-08/2004 dated 26th November, 2012 was issued wherein the Government revised the rate of the permission fees for the transfer of the lease hold right, title and interest.
- F. Genpact India having expressed its desire to develop the Said Land by constructing a building thereon, the said Genpact India and the Promoter agreed to develop the Said Land by constructing a new building thereon in accordance with the plan to be sanctioned by the Appropriate Authority and the Municipal Authority and Genpact India also agreed to transfer by way of Assignment 80% undivided leasehold share or interest of Genpact India in the Said Land on the terms and conditions recorded in the Development Agreement dated 29th May, 2015 between the parties, which transaction was subject to requisite permission of WEBEL being obtained.
- G. In the year 2016, by way of an internal restructuring, Genpact India (the entity which entered into the Agreement with the Promoter and Sub-lease with WEBEL) was merged into an affiliate entity "Empower Research Knowledge Services Private Limited" ("Empower"). The combined entity came to be known as 'Genpact India Private Limited' (the Sub-Lessor herein).
- H. WEBEL, vide its letters dated 30th March, 2017 & 21st September 2017 addressed to Genpact, granted permission to the parties to register the Development Agreement between the parties and accordingly the parties executed and registered the Development Agreement.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee the within mentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.

MEMO OF CONSIDERATION:

Annexure "A"

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

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **SAID PREMISES** shall mean the **All That** land measuring an area of 1.50 (one point five zero) acres viz 90.7546 Cottahs (Out of 3Acres OR 181.5092 cottahs in Plot No. 6, Block DP) more or less being Plot No. 6 in Block No. DP in Sector V of Bidhannagar in the District of North 24 Parganas, Police Station Bidhannagar (East), Kolkata-700105, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- vi) **PROJECT AND/OR BUILDING AND/OR NEW BUILDING** shall mean and include the multistoried Building [having a Ground Floor and 25 upper floors and Roof thereabove] named "**IMAGINE TECHPARK**" constructed by the Promoter at the said Premises, containing several independent and self contained commercial spaces, offices, shops / showrooms / retail spaces/ Food and Beverages spaces / Club etc., store rooms, parking spaces and other constructed areas.
- vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the allottees / sub-lessees who from time to time have taken on sub-lease or have agreed to take sub-lease from the Promoter and taken possession of any Unit in the Project including the Sub-Lessor and/or the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Sub-Lessor and/or reserved and/or retained by the Promoter and/or the Sub-Lessor for their own exclusive use and/or not sold by the Sub-Lessor or the Promoter.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed by the Promoter for common use and enjoyment of the Allottees, **Subject To** the other provisions hereof and **Subject Also To** such variations or relocations as the Promoter may from time to time make therein.

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive roofs / terraces (if any) at different floor levels attached to any particular unit, divided and demarcated portions of the Top Roof of the Building as delineated in the ____ plan annexed hereto duly bordered thereon in "**Blue**", as also the Roof / Terrace above the Car Parking Area / Ramp above the 8th Floor also delineated in the ____ plan annexed hereto duly bordered thereon in "**Blue**" (in short called "**the Reserved Roof**"), areas earmarked for Club (including but not limited to any portion of the roof / terrace meant therefor), exclusive greens / gardens (if any) attached to any particular unit and other open and covered spaces at the Premises and the Building which the Promoter / Sub-Lessor may from time to time express or

intend not to be so included in the Common Areas and Installations and the Promoter / Sub-Lessor shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Project and in particular the Common Areas and Installations and rendition of common services in common to the allottees of the Project and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be contributed and shared by the allottees.
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / allottees in the Project for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean independent and self-contained Commercial / Retail / Office / Non-Residential Spaces and/or other constructed areas / saleable spaces (capable of being independently and exclusively used and enjoyed) in the Building and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the 2nd to 8th Floor floors of the Building at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit / Commercial / Office / Shop / Showroom Space, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit / Commercial / Office / Shop / Showroom Space;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Unit / Commercial / Office / Shop / Showroom Space and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas

under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two Units / Commercial / Office / Shop / Showroom Spaces, then one half of the area under such wall or column shall be included in the area of each such Unit / Commercial / Office / Shop / Showroom Space.

- xv) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Unit / Commercial / Office / Shop / Showroom Space **And** shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Unit / Commercial / Office / Shop / Showroom Space as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake only.

- xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the Common Areas and Installations or in the Land comprised in the said Premises shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises.

PROVIDED THAT where it refers to the share of the Allottee or any allottees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xvii) **SAID UNIT** shall mean the **Commercial / Office / Shop / Showroom Space No. ____** on the _____ floor on the _____ side of the Building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, with attached balconies / verandah / store room (if any), **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations as also in the land comprised in the said Premises **and further wherever the context so permits** shall include the right of parking one or more motor car/s / two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden / Green attached to the said Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE;**

- xviii) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 17th August 2018 registered with Additional Registrar of Assurances-IV, Kolkata in Book No.1, Volume No. 1904-2018, Pages from 365421 to 365466 Being No. 190409276 for the year 2018 entered into between the Sub-Lessor and the Promoter;

- xix) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

- xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxi) **PLAN** shall mean the **final plan** sanctioned by the _____ vide Building Permit No. _____ dated _____ for construction of the Building at the said Premises.
- xxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxiii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxiv) The expression **ALLOTTEE / SUB-LESSEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity, the use and enjoyment of the units / units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Project / said Premises and the common purposes in accordance with the scheme herein envisaged;
- (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
- (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- (d) the Allottee shall use the said Unit for IT and ITES purposes / _____ purpose only or for the purpose for which the same is sanctioned in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Developer first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Developer or the Sub-Lessor to use or permit to be used any other office / shop / showroom / commercial space / non-residential space for other purposes;
- (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- (f) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
- (h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.

- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Building 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 therein or thereat or in any other common areas of the premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units.
- (l) 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 save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) In case any balcony / verandah / open terrace be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sub-lease transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the unit owned by such Allottee);
 - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time claim interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;
 - (ii) The Allottee shall not be entitled to sub-lease transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sub-lease, be entitled to let out transfer or part with possession of his parking space independent of the unit only to any other sub-lessee of unit in the Project and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Project and the said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Sub-Lessor and the Maintenance In-charge with regard thereto.
- (t) In the event any Allottee has been allotted any store room / servant quarter, whether jointly with the unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sub-lease transfer or assign to any person such store room / servant quarter or part with possession of the same, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.

- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room / servant quarter and shall indemnify and keep saved harmless and indemnified the Sub-Lessor and the Promoter and the Association / Maintenance Company with regard thereto.
- (u) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
- (v) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (w) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (x) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (y) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Sub-Lessor saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (z) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Sub-Lessor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Sub-Lessor and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (aa) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.

- (bb) not to fix or install air conditioners in their respective units / units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective units / units approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective units / units.
- (cc) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the units / units which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the Building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the Building / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (dd) not to make in the unit / commercial / office / shop / showroom space any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Sub-Lessor and/or other Allottees and shall fully indemnify them and each of them.
- (ee) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
- i) Municipal and other rates and taxes, commercial surcharge (if applicable) and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units / Commercial / Office / Shop / Showroom Space directly to the authorities concerned Provided That so long as their respective units / units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii) Electricity charges for electricity consumed in or relating to their respective Units.
 - iii) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs. _____ (Rupees _____ only) per Square Foot per month on Super Built-up area basis, plus applicable GST, if any. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter / Association / Maintenance Company at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - iv) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or

any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay payment of its bills).

(ff) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.

(gg) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and has applied for pre-certification as a Green Building by Indian Green Building Council (IGBC).

a) The Developer will provide only outdoor Units (ODU) of the Air Conditioning system to every allottee. Allottee has to install at its own costs the Indoor Unit (IDU) which has to be matched to the system. These have to be Non CFC based AC UNITS as per IGBC Green New Building Guidelines.

b) It is essential for every allottee to use LED's in the interior space. No fixture other than LED is allowed in the building. It is also suggested to use LED with higher luminous efficacy (LN/W).

c) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for his Unit:

Location	Floor Area	Minimum Airflow
Kitchen	≤ 9.30 sq.m (100 sq.ft)	100 cfm
Bathroom	≤ 4.64 sq.m (50 sq.ft)	50 cfm
For Kitchen and Bathroom with higher flow areas than the above values, airflow will have to be proportionally increased.		
The Allottee shall ensure that the exhaust systems take away the polluted indoor air to the outdoors and exhaust outlet into common areas is not allowed.		

c) The Allottee shall compulsorily use the below mentioned paint over POP or Gypsum in his unit:

Type of Material	VOC Limit (g/L less water)
Paints:	
Non-flat (Glossy paints)	150
Flat (Mat) paints	50
Anti-corrosive/ anti-rust paints	250
Varnish	350
Adhesives	
Glazing adhesives	100
Tile adhesives	65
Wood adhesives	30
Wood flooring adhesives	100

d) Smoking will be prohibited in common areas and all the interior spaces like corridor, lobby , lift etc. as envisaged in the IGBC Green New Building Guidelines.

e) Every allottee has to follow the waste management systems incorporated by the developer as per IGBC Green New Building Guidelines.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Project. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building / Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and its servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building.

- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, commercial surcharge (if any), Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Sub-Lessor responsible for the same in any manner whatsoever.

Notes for Client Mr. Amit Sarda:

Draft for approval. Kindly consider the matters highlighted in “Yellow” and also those marked by “computerised comments” and check facts figures financial matters and terms.

After receiving Client’s comments, we shall finalise.

Saraogi & Co., Advocates

November 16, 2018

197-2_Sector-5_Simplex-Genpact_Dev-Allocation_Deed-SubLease_Lessee-Party_Full-HIRA-Compliant-1_16-11-18