

**TOWN SQUARE**

**LEASE AGREEMENT**

**ANNEXURE 'A'**

[See rule 9]

This Agreement for Sub-Lease ("Agreement") executed on this \_\_\_\_day of \_\_\_\_\_,20\_\_\_\_.

By and Between

**ALMITS DEVELOPERS LLP (LLPIN:-AAE-7895) (PAN ABEFA1422D)**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 36/1A, Elgin Road, P.O Lala Lajpat Rai Sarani, P.S Bhowanipore, , Kolkata – 700020 represented by Mr. Pritam Gupta (PAN:AONPG9526J),(AADHAR NO:917120282873), son of Mr. Prabir Kumar Gupta, working for gain at 36/1A, Elgin Road, P.O- Lala Lajpat Rai Sarani, P.S Bhowanipore, Kolkata, Dist-South 24 Parganas, West Bengal- 700020, hereinafter referred to as the **SUB-LESSOR/OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

AND

**SRIJAN REALTY PRIVATE LIMITED. (PAN AAHCS6112K)**, a private limited company having its registered office at 36/1A, Elgin Road, Kolkata – 700 020, West Bengal, India represented by Mr. Pritam Gupta (PAN:AONPG9526J) (AADHAR NO:917120282873),son of Mr. Prabir Kumar Gupta, working for gain at 36/1A, Elgin Road, P.O- Lala Lajpat Rai Sarani, P.S-Bhowanipore, Kolkata, Dist-South 24 Parganas, West Bengal- 700020, hereinafter referred to as the **DEVELOPER/PROMOTER**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean its Successor and successors in interest and assigns) of the **SECOND PART**

**[If the Sub-Lessee/Allottee is an individual]**

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_ ) son of \_\_\_\_\_ aged about ----- years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_ ) , hereinafter referred to as the “**SUB-LESSEE/ALLOTTEE/PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART**

or

**[If the Sub-Lessee/Allottee is the company]**

\_\_\_\_\_ (CIN no. \_\_\_\_\_), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the " **SUB-LESSEE/ALLOTTEE/PURCHASER** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the **THIRD PART:**

[or]

**[If the Sub-Lessee/Allottee is the Partnership Firm or a LLP]**

\_\_\_\_\_ a partnership firm (or a Limited (or **A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the " **SUB-LESSEE/ALLOTTEE/PURCHASER** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns. ) of the **THIRD PART:**

[or]

**[If the Sub-Lessee/Allottee is a HUF]**

Mr. .... (PAN No. ....) son of ....., aged about ....., for self and as the Karta of the Hindu Joint Mitakshara Family

known as .....HUF, having its place of business/ residing at .....  
 , PAN no. ....) 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 the members or member for the time being of the  
 sai HUF and their respective heirs, executors, administrators, and permitted  
 assigns as well as the members of the said HUF, their heirs , executors,  
 administrators, successor in interest and permitted assigns, ) of the **THIRD**  
**PART:**

The **Sub-Lessor/Owner; Developer/Promoter** and **Sub-Lessee/Allotee**  
 shall hereinafter collectively be referred to as the "parties " and individually  
 as a "party"

**WHEREAS:**

- A. By a Deed of Conveyance dated 11<sup>th</sup> May, 2022 made between West Bengal Infrastructure Development Finance Corporation Limited (WBIDFCL) therein referred to as the Vendor of the First Part and the Lessor herein and West Bengal Housing Infrastructure Development Corporation Ltd, therein referred to as the Purchaser of the Second Part and the Sub-Lessor herein and Finance Department, Government of West Bengal, therein referred to as the Confirming Party of the Third Part and registered with the Additional Registrar Of Assurances in Book No. I, Volume No. 1904-2022, Pages 54677 to 546795 Being Deed No. 190407911for the year 2022, the Vendor therein at and for the consideration therein mentioned sold, transferred, conveyed and assured unto and in favour of the Purchaser therein ALL THAT the piece and parcel of land containing by measurement an area of 6.29 acres Together With the semi finished structures containing by measurement an area of 6,50,658.22 sq ft more or less, known as Sankalpa Housing Project Site -I (Now renamed as TOWN SQUARE), situate lying at and being Plot No. BB/1, 34, Major Arterial Road, New Town, Kolkata 700 156 morefully described in the Schedule thereunder written and on the terms and conditions contained therein absolutely and forever.
- B. The said West Bengal Housing Infrastructure Development Corporation Ltd, thereafter invited bids for lease of the aforesaid property by Notice for e auction bearing No. 1003/HIDCO/ADMIN-3934/2022 dated 12<sup>th</sup>May, 2022 *inter alia* for the purpose of selecting the highest bidder therein for the purpose of completing the

construction of the existing structures thereat on the terms and conditions contained therein.

- C. The Sub-Lessor, herein was declared as the highest successful bidder as intimated by HIDCO Memo No. M-2153/HIDCO/Admn-3934/2022 dated 23.09.2022 .
- D. By an Indenture of Lease dated 23.02.2023, (**PRINCIPAL LEASE**) made between West Bengal Housing Infrastructure Development Corporation Ltd, the Lessor of the One Part and **Almits Developers LLP** the Lessee of the Other Part registered with the DSR-I, North 24 Parganas in Book No. I, Volume No. 1501-2023, Pages 33151 to 33187, Being Deed No. 150101395 for the year 2023, the Lessor therein, granted lease, unto and to the Lessee therein of ALL THAT the the piece and parcel of land containing by measurement an area of 6.29 acres Together With the semi finished structures (5 Buildings/Towers) containing by measurement an area of 6,50,658.22 sq ft more or less, known as Sankalpa Housing Project Site -I, situate lying at and being Plot No. BB/1, 34, Major Arterial Road, New Town, Kolkata 700 156 more fully described in the Schedule thereunder written and also in **Part-I** of **SCHEDULE-A** hereunder written (hereinafter referred to as "**ENTIRE HOUSING COMPLEX**") for a period of **99 years** commencing from **23.02.2023** and expiring on **22.02.2122** with a further right of renewal for another 99 years and on the terms and conditions contained therein.
- E. The basic terms of the Lease dated 23,02,2023 granted by the Lessor unto and in favor of the Lessee (therein)/Sub-Lessor (herein) are as stated hereunder:
- (i) The Lease term shall be 99 (Ninety-nine) years from date of possession renewable for a like term;
  - (ii) Principal use of the land shall be 'Residential'. As per NKDA rules 25% of commercial activity is allowed;
  - (iii) Annual Lease rent shall be **0.3%** of the Market value of the land in terms of Clause 3(iv) of the Land Allotment Policy, 2022;
  - (iv) The Building(s) constructed thereon or the structure(s) constructed thereon /or any part thereof may be allowed for sub-leasing/sub-letting/assignment by the Lessor 'in

principle' on specific proposal keeping the principal use unchanged.

- (v) There will be an option of renewal of the Lease for a like term of 99 years on such terms and conditions as may be imposed and on realization of such payment as may be determined.
- (vi) The Lessee and all subsequent Sub-Lessees/Assignees will be subject to the rules, regulations and restrictions contained in the Principal Lease.

F. The title Documents of the Sub-Lessor are more fully described in the **SCHEDULE – G** hereunder;

G. There are five Building Blocks which have semi-finished structures on the basis of existing Building Plan No: **1166/NKDA/BPS-02/2014** dated **01.03.2017** details of which are as under :

Block-No	Height of the Building	No. of Flats
1	B+G+24	56
2	B+G+24	56
3	B+G+19	53
4	B+G+14	41
5	B+G+19	53
<b>TOTAL</b>		<b>259</b>

The above five building blocks which will be modified/reconstructed. Besides the above, Block Nos 6 and 7 will be constructed the details of which are as under:

Block-No	Height of the Building	No.of Flats
6	G+4 (present can be extended vertically)	8 (can be extended vertically)

7	G+24	72
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H. By a Development Agreement and Power of Attorney dated 25<sup>th</sup> May 2023 executed and duly registered in the office of the Additional Registrar Assurance- IV, Kolkata in Book No. I, Volume No. 1904-2023, Page from 361699 to 361783 being No. 190407542 for the year 2023 between the Party of the First Part namely ALMITS DEVELOPERS LLP therein referred to as the Owner of the One Part and Srijan Realty Pvt Ltd. therein referred to as the Developer of the Other Part the Owner granted the exclusive Development rights unto the Developer.

I. The Units agreed to be sold in this Agreement is as per the existing Building Plan (**attached as per Annex-B**) sanctioned by the Municipal Authorities. However, the Owner/ Promoter has further brought to the knowledge of the Sub-Lessee/Allottee that it has applied/will apply for modification, amendment or revision of the Plan/specification and such application is presently pending for sanction and on receiving modification, amendment or revision of the Plan as per revised drawing (**attached as per Annex-C**)/Specification from the Municipal Authority, the Promoter shall intimate the same to the Sub-Lessee/Allottee and pursuant to the modification, amendment or revision if any additional constructed area becomes available to the Unit, the Sub-Lessee/Allottee/Purchaser agrees to pay the enhanced consideration and other charges and deposits resulting there from.

Provided that if Revised Plan submitted by the Owner is not sanctioned, money paid by any Intending Sub-Lessee/Purchaser will be returned with interest forthwith.

J. Based on the revised sanctioned plan and construction/reconstruction the entire Housing Complex will be leased out and delivered in phases more fully described below:

(a)Phases

Phase	Building Blocks	Land area in Phase in sq.mtrs	No.of Flats
I	TOWER 1-B+G+24 TOWER 5- B+G+19	8235.62	Block-1 – 67 Block-5 - 45
II	TOWER 2- B+G+24	10807.84	Block-2- 67

	TOWER 3- B+G+19 TOWER 4- B+G+15		Block-3- 45 Block-4 – 34
III	TOWER 6 G + 4 (provision of extension) TOWER 7 G + 24	6399.23	Block 6 – 8 (present, can be vertically extended) Block 7 - 72
	TOTAL	25442.69	

(b) Other features of Development:

- (i) Front portion of Block Nos 3, 4 and 5 will be used for 'Commercial ' purpose upto Level Ground plus 3.;
- (ii) Back portion of Block Nos 3 to 5 from Basement +Ground +3<sup>rd</sup> Floors will have provision for Parking;
- (iii) There will be separate entrance for residential units and commercial units;
- (iv) In Building Blocks 1 to 5 there will be a big podium over 3<sup>rd</sup> floor wherein Club , Swimming Pool and other facilities and amenities will be provided.
- (v) Above 4<sup>th</sup> Floor in towers 1 to 5 will be residential
- (vi) There will be separate Entry and Exit for parking

The scheme of development is subject to changes at the option of the Developer.

- K. Provided that the Present Phase, sanctioned phases, future non sanction acquired and future non sanctioned not acquired phases will all be part of the same Housing Complex/Project.
- L. All phases will share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX-A .



- M. The Sub-Lessee/Allottees/Purchaser of Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases and also Future Phases as defined herein / to be defined and identified in the plan annexed hereto and marked Annex-A
- N. The Sub-Lessor/Promoter is thus fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Sub-Lessor/Promoter in the said Land on which Project is to be constructed have been completed;
- N. It is presently envisaged that the entire Housing Complex will consist of residential Apartment, Commercial, Retail Units, club, Community Hall, sporting and/or leisure facilities, fitness centre and entertainment facilities, etc as may be permitted under the law (s) and the said Entire Residential Building Complex will be constructed and registered under RERA phase-wise .
- O. The Sub-Lessee/Allottee agrees that in case of any exigency, statutory or otherwise, the Sub-Lessor/Promoter may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Sub-Lessee/Allottee shall have no objection.
- P. The Sub-Lessor/Promoter has further decided that the aggregate Ground Coverage / FAR available for the entire Housing Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the permissible Ground Coverage/FAR from phase to phase.
- Q. All The Facilities and Amenities will be mutually shared by all the phases of the entire Housing Complex and with the progression of development and registration under RERA of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Sub-Lessor/Promoter is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase

to another for convenience without curtailing the facilities committed to the Sub-Lessee/Allottee/Purchaser and also giving the facilities in committed time .

- R. Each Phase/Project will have a separate Association of Unit Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Housing Complex including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Sub-Lessee/Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club whenever made available and in this regard the Sub-Lessee/Allottees/Purchaser is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the Sub-Lessor/Promoter (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees/Purchaser take up possession in subsequent phases..
- S. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phases and progressing to the incomplete phases, enjoyment of common facilities etc shall be provided by the Sub-Lessee/Allottees to the Sub-Lessee/Allottees of all phases including future phases.
- T. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be further modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to II Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable, Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.

- U. The Sub-Lessor/Promoter will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan
- V. The Promoter has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Promoter and Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.
- W. The promoter has registered/applied for registration of 1<sup>st</sup> and 2<sup>nd</sup> Phase under the provision of the **RERA and the authenticated copy of the Registration Certificate No. WBRERA/P/NOR/2023/000063 dated 11.04.2023** of the Project is annexed hereto and marked ANNEX-D

The promoter has registered/applied for registration of 3<sup>rd</sup> Phase under the provision of the **RERA and the authenticated copy of the Registration Certificate No. \_\_\_\_\_ dated \_\_\_\_\_** of the Project is annexed hereto and marked ANNEX-D

- X. The Sub-Lessee/Allottee/Purchaser being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model Flat and based on the title assurance by the Sub-Lessor/Promoter and/or their Advocate and after referring to the papers and documents supplied by them available on the link of the Promoter / RERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Sub-Lessor/Promoter and after inspection of the Plan, designs and specifications prepared by the Architects and sanctioned by the Competent Authorities in respect of the Project/1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Phase and all other permissions necessary for construction and development of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Phase had applied for an Apartment, vide **EOI/application No \_\_\_\_\_ dated \_\_\_\_\_** and has been allotted/Booked Apartment No. \_\_\_\_ on \_\_\_\_<sup>th</sup> floor in Building **Block No. \_\_ ("Building") falling under the \_\_\_\_\_ Allocation** having aggregating carpet area of \_\_\_\_\_ **square feet** which includes

admeasuring \_\_\_\_ **square feet** of Servant Quarter along with \_\_\_\_ **square feet** Balcony area corresponding to Built-up area of \_\_\_\_ **square feet** which includes admeasuring \_\_\_\_ **square feet** of Servant Quarter demarcated in the Floor Plan annexed hereto and marked **ANNEX-E** and pro rata share (in the "common areas" of Project/1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Phase (user right only since Common Area will be leased to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause ( n) of section 2 of the Act working out to a Super Built up area of \_\_\_\_ **square feet** which includes \_\_\_\_ **square feet** servant quarter, with exclusive use of the Terrace admeasuring \_\_\_\_ **square feet** along with the right to use \_\_ (\_\_\_\_) Multi Level Independent Covered Parking and \_\_ (\_\_\_\_) Basement Independent Covered Parking **Space No.** \_\_\_\_\_ admeasuring \_\_\_\_ **square feet** each located on the \_\_\_\_ **floor** and \_\_\_\_\_ of or around the Building Block for his own use and not otherwise as permissible under the applicable law (hereinafter referred to as the "Apartment, /Unit " as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-E** and described in **SCHEDULE B**) for the residual period out of the Lease Term of 99 Years from the date of commencement of Principal Lease;

- Y. The authenticated copies of Certificate of Title issued by the Advocate of the Sub-Lessor/Promoter have been uploaded on the official web-site of the Project and/or under the website of the RERA Authority and the Sub-Lessee/Allottee/Purchaser may also independently satisfy himself/herself/itself/themselves about the Sub-Lessor's title to the Project Land on which the Units are to be constructed.
- Z. The Allottee/Purchaser has been made aware and has unconditionally agreed that the occupants of Apartment in other phases of the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Promoter for use of the occupants of other parts/phases.

- AA. The Allottee have also been made aware that the Annual Lease Rent of 0.3% of the Market value of the land shall be proportionately charged from the Allottees either as a one time deposit or by following any other mechanism to be decided.
- BB. It is also agreed that if at any time in future the entire property is converted from Leasehold to Freehold in such event the Allottee will have to make a further payment of Rs.400/- per Sq.Ft of super built up area.
- CC. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- DD. 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 and with the further understanding that the Sub-Lessor/Promoter may charge different rates from different Sub-Lessees/allottees/Purchaser for Apartment for different locations, specifications and at different times at its sole discretion.
- EE. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Sub-Lease as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.
- FF. The parties rely on the confirmations, representation and the assurances of each other with particular reference to the **INTERPRETATIONS** of the legalities of this Agreement precisely stated in Clause No.35 (B) hereunder which the Parties agree to faithfully abide by in accordance with the terms, conditions, and stipulation contained in the agreement and all applicable laws and are now willing to enter into this agreement and the Allottee/Purchaser hereby agree to lease/purchase the Apartment, alongwith right to use of the parking (if applicable) as specified in Para 'X' above on the terms and conditions appearing hereinafter.

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

## 1. TERMS

**1.1 SUBJECT TO** Terms and conditions as detailed in this agreement, the promoter agrees to lease out to the Allottee and the Allottee hereby agrees to acquire the leasehold rights in the Apartment as specified in para X above in this agreement.

**1.2** The price of the Apartment based on the carpet area except EDC & Deposits is **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) ("Apartment price") (Give break up and description) which includes construction cost of the Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, recovery of the price of land proportionate cost of common area, taxes, maintenance charges. cost of providing electric wiring, electrical connectivity, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detention and firefighting equipment and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project, price, EDC & deposits including the Additional Outgoings .Breakup and description is more fully described in **SCHEDULE – C** hereunder written.

SI No.		Description	Rate Per Sq.ft. (Rs.)	Amount (Rs.)
A		<b>Unit Price:</b>	[Specified Sqft. Rate]	[Specified Total]
	a)	Cost of the Unit		
		Cost of the MLCP Parking		

	b)	Cost of the Basement Independent Parking		
	c)	Floor Escalation		
		<b>GRAND TOTAL</b>		

- 1.2.1 The Demand Notice for payment of Instalments, extras, deposits and other charges by E-Mail or SMS/ Whatsapp shall be an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee/Purchaser or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorised person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.

Explanation:

- I. The Apartment Price above includes the booking amount paid by the sub-lessee/allottee to the Promoter;;

The Apartment, Price excluding GST, Extra Charges and Deposits is as mentioned in **Schedule C**. Other than the Apartment Price, Buyer is liable to pay applicable GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause- F) and also in the Booking Letter (Table- 3 of Booking Letter) shall be paid as and when required after the date of execution of this Agreement.

Schedule-C, EOI (Clause F) and Table-3 of Booking Letter together is for the sake of convenience only defined as total price( which includes taxes, extra charges and deposits).

- II. The Total Price includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Sub-Lessor/Promoter up to the date of handing over the possession of the Apartment, to the Sub-Lessee/Allottee/Purchaser and the project to the Association of Allottees, after obtaining the

completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment, /Building or the Project shall be carried out by the Sub-Lessor/Promoter upto a maximum period of 3 months after CC/ Partial CC which shall be included in the total price.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the sub-lessee/allottee/Purchaser to the sub-lessor/promoter shall be increased/reduced based on such change modification;

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Lease Consideration and the Sub-lessee/Allottee/Purchaser shall not claim, demand or dispute in regard thereto..

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project the same shall not be charged from the Sub-lessee/Allottee/Purchaser.

- III. The Sub-Lessor/Promoter shall periodically intimate in writing to the Sub-Lessee/Allottee/Purchaser, the amount payable as stated in (i) above and the Sub-Lessee/Allottee/Purchaser shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Sub-Lessor/Promoter shall provide to the Sub-Lessee/Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- IV. The Total Price (Premium) of Apartment (as defined and calculated in Schedule C), includes recovery of proportionate 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, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per para 11 etc and includes cost for providing all other facilities, amenities and specifications within the Project and also, pro rata share in the Common Areas; exclusive rights in Open/Covered parking(s) (dependent/independent) if provided in the Agreement as separate addition to Schedule - C.
- 1.3 The Total Price is escalation-free, save and except increases which the Sub-Lessee/Allottee/Purchaser 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 Sub-Lessor/Promoter undertakes and agrees that while raising a demand on the Sub-Lessee/Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Sub-Lessor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Sub-Lessee/Allottee/Purchaser, 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 to the Sub-Lessee/Allottee.

In case CESC or WBSEDCL decide not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Sub-Lessee/Allottees/Purchaser who may be required to pay proportionate Security Deposit.

- 1.4 The Sub-Lessee/Allottee(s) /Purchaser shall make the payment as per the payment plan set out in **SCHEDULE- C ("Payment Plan")**.
- 1.5 (a) Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Promoter for such Advance payments made by the Sub-Lessee/Allottee/Purchaser or by Housing Finance Companies/Banks etc on behalf of Sub-Lessee/Allottee. The Promoter may however allow, in its sole discretion, a rebate for early payments of installments payable by the Sub-Lessee/Allottee by discounting such early payments @ 6 % (six per cent) per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Sub-Lessee/Allottee by the Promoter.

Provided that the Promoter may make such minor additions or alternations as may be required by the Sub-Lessee/Allottee/Purchaser, or such minor changes or alternations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the

Sub-Lessee/Allottee/Purchaser, the Sub-Lessor/Promoter will be allowed to change and for that the Sub-Lessee/Allottee/Purchaser gives consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of Sub-Lessee/Allottees is deemed to be granted.

- 1.6 (a) It is agreed that the Sub-Lessor/Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of III Phase/Project save and except vertical extension of Building Block 6 and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Lease is effected) in respect of the Apartment, without the previous written consent of the Sub-Lessee/Allottee as per the provision of the Act.

Provided that the Sub-Lessor/Promoter may make such minor additions or alternations as may be required by the Sub-Lessee/Allottee/Purchaser or such minor changes or alternations as per the provisions of the Act.

- 1.7 The Sub-Lessor/Promoter shall confirm the final carpet area that has been allotted to the Sub-Lessee/Allottee/Purchaser 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 price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Sub-Lessee/Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules from the date when such an excess amount was paid by the Sub-Lessee/Allottee. If there is any increase in the carpet area which is not more than three per cent of the Carpet area of the Apartment allotted to Sub-Lessee/Allottee/Purchaser, the Promoter may demand that from the Sub-Lessee/Allottee/Purchaser 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 para 1.2 of this Agreement.

- 1.8 Subject to Clause 9.3 the Sub-Lessor/Promoter agrees and acknowledges the Sub-Lessee/Allottee/Purchaser shall have the following rights to the Apartment, as mentioned below:

- (i) The Sub-Lessee/Allottee/Purchaser shall have exclusive leasehold ownership of the Apartment, ;
  - (ii) (a) The Sub-Lessee/Allottee/Purchaser shall also have undivided proportionate variable share in the Common Areas. Since the share / interest of Sub-Lessee/Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Sub-Lessee/Allottee/Purchaser 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 Allottees after duly obtaining the completion certificate of the entire Housing Complex (and not Partial Completion Certificate phase-wise) from the Competent Authority as provided in the Act.
  - (iii) That the computation of the price of the Apartment, includes recovery of price of land, construction of Apartment, and 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project
  - (iv) The Sub-Lessee/Allottee/Purchaser has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be subject to prior consent and approval of the project engineer and complying with all safety measures while visiting the site. Be it also noted that in the unlikely event of any injury/ death to the allottee due to accident, the Promoter cannot be held responsible in any manner whatsoever.
- 1.9 It is made clear by the Sub-Lessor/Promoter and the Sub-Lessee/Allottee/Purchaser agrees that the Apartment, along with the right to use open/covered parking (dependent / independent), if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing Project is an independent, self-contained Project covering the said Land underneath the building 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 except extension of the same Project on adjacent future land/land in the vicinity and for the purpose of integration of infrastructure and facilities for the benefit of the Sub-Lessee/Allottees/Purchaser It is clarified that Project's Infrastructure,

services, facilities and amenities shall be available for use and enjoyment of the Sub-Lessee/Allottees/Purchaser of the entire Housing Project with further future extensions. It is understood by the Sub-Lessee/Allottee/Purchaser that all other areas i.e. areas and facilities falling outside the entire Housing Project/Complex (with further future extensions) shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972**.

- 1.10 The Promoter agrees to pay all outgoings before deemed possession of the Apartment to the Sub-Lessee/Allottees/Purchaser, which it has collected from the Sub-Lessee/Allottees/Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges(i.e 3 months' from Notice of Possession), 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 Sub-Lessee/Allottees/Purchaser or any liability, mortgage loan and interest thereon before transferring the Apartment, to the Sub-Lessee/Allottees/Purchaser, 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. Notwithstanding the above, it is provided that in so far as any taxes and levies with regard to the allotted Apartment are concerned the same shall become due and payable by the Sub-Lessee/Allottee from the date of Notice of possession. (Possession date)
- 1.11. The Sub-Lessee/Allottee/Purchaser has paid a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of the Apartment, at the time of booking the receipt of which the Sub-Lessor/Promoter hereby acknowledges and the Sub-Lessee/Allottee/Purchaser hereby agrees to pay the remaining price of the Apartment, as prescribed in the Payment Plan as per Schedule – C as may be demanded by the Promoter within the time and in the manner specified therein:

If there is delay in obtaining Housing loan /commercial loan or if the Sub-Lessee/Allottee/Purchaser fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment. Provided that if the Sub-Lessee/Allottee/Purchaser delays in payment towards any amount he shall be liable to pay interest at the rate specified in the Rules which at

present is the prime lending rate of the State Bank of India plus two per cent p.a.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Sub-Lessor/Promoter abiding by the construction milestones, the Sub-Lessee/Allottee/Purchaser shall make all payments, on demand by the Sub-Lessor/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of 'Srijan Realty Private Limited Town Square RERA Collection Account.' payable at Kolkata . In case of Cheque payment a process charge of Rs. 2000/- plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Promoter from the Sub-Lessee/Allottee/Purchaser. If any dealing officer or staff of the Promoter asks for Cash payment, the Sub-Lessee/Allottee/Purchaser is advised to promptly call and inform directly at +919830040316 or raise your complaint to rna@srijanrealty.in.

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

3.1 The Sub-Lessee/Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/Lease/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Sub-Lessee/Allottee/Purchaser 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Sub-Lessee/Allottee/Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Sub-Lessee/Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Sub-Lessee/Allottee/Purchaser 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 Sub-Lessee/Allottee and such third party shall not have any right in the application/allotment of the said Apartment, applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Sub-Lessee/Allottee/Purchaser only.

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

The Sub-Lessee/Allottee/Purchaser authorizes the Sub-Lessor/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Sub-Lessee/Allottee/Purchaser against the Apartment, , if any, in his/her name as the Promoter may in its sole discretion deem fit and the Sub-Lessee/Allottee/Purchaser undertakes not to object/demand/direct the Sub-Lessor/Promoter to adjust his payments in any other manner.

#### **5. TIME IS ESSENCE**

(i) **Time is essence for the Sub-Lessor/Promoter as well as the Sub-Lessee/Allottee.** The Sub-Lessor/Promoter shall abide by the time schedule for completing the project/phase as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment, to the Sub-Lessee/Allottee/Purchaser and the common areas in the Phase to the association of the Sub-Lessee/Allottees/Purchaser after receiving the occupancy certificate\* or the completion certificate of the entire Housing Complex, as the case may be subject to the same being formed and registered as per local law.

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

6.1 The Sub-Lessee/Allottee/Purchaser has seen the proposed layout plan, specifications, Amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Sub-Lessor/Promoter. The Sub-Lessor/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the relevant State laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the RERA Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE APARTMENT**

7.1 **Schedule for possession of the said Apartment, :** The Sub-Lessor/Promoter agrees and understands that timely delivery of possession of the Apartment, to the Sub-Lessee/Allottee/Purchaser and the Common Areas to the Association of the Sub-Lessee/Allottees/Purchaser, is the essence of the Agreement. The Sub-Lessor/Promoter assures to hand over possession of the Apartment /Unit] with all specifications, in place on \_\_\_\_\_ with a grace period of 12 months **(Completion date)** . Similarly, the Common areas will be handed over progressively on completion of each phase unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project ("Force Majeure"). The Common Areas of the entire Project shall be completed on the completion of the entire Project and not with completion of the respective phases, However such Common Areas of the Project will get connected on the completion of all the phases of the Project. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Sub-Lessee/Allottee agrees that the Sub-Lessor/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, and the same shall **not** include the period of extension given by the Authority for registration,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Sub-Lessor/Promoter will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate/Partial Completion Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and/or provision of facilities /Amenities may be incomplete.

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

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Sub-Lessee/Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## **7.2 PROCEDURE FOR TAKING POSSESSION-**

- (i) The Sub-Lessor/Promoter, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion Certificate from the Competent Authority shall offer in writing the possession of the Apartment to the Sub-Lessee/Allottee/Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate (Provided that , in the absence of local law the execution of the Indenture of Lease in favor of the Sub-Lessee/Allottee/Purchaser shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be). However, upon the Sub-Lessor/Promoter giving a written notice, the Sub-Lessee/Allottee shall take possession of the Apartment, within 15 (fifteen) days of the written notice. The Sub-Lessor/Promoter agrees and undertakes to indemnify the Sub-Lessee/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Sub-Lessor/Promoter. The Sub-Lessee/Allottee agree(s) to pay the maintenance charges as determined by the Sub-Lessor/Promoter/association of Sub-Lessee/Allottees, as the case may be. The Sub-Lessor/Promoter on its behalf shall offer the possession to the Sub-Lessee/Allottee in writing after receiving the occupancy certificate/completion certificate (notice of possession). The Sub-Lessor/Promoter shall hand over the photocopy of the Completion Certificate of the Project/Block to the Sub-Lessee/Allottee at the time of conveyance of the same.
- (ii) If the Common areas including constructed common areas are transferred to the Association at the time of registration of the Indenture of Lease of the common area to the Association of Sub-Lessee/Allottee/Purchaser, the Sub-Lessee/Allottees shall pay to the Sub-Lessor/Promoter, their share of stamp duty and registration charges payable, by the said Society or Limited Company on such registration of lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration Indenture of Lease of the project land, the Sub-Lessee/Allottee/Purchaser shall pay to the Sub-Lessor/Promoter, the Sub-Lessee/Allottees/Purchaser ' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such registration



of lease or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

**7.3 Failure of Sub-Lessee/Allottee to take the possession of Apartment::**

(i) Upon receiving a written intimation from the Sub-Lessor/Promoter as per clause 7.2, the Sub-Lessee/Allottee/Purchaser shall take possession of the Apartment, from the Sub-Lessor/Promoter by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Sub-Lessor/Promoter shall give possession of the Apartment, to the Sub-Lessee/Allottee/Purchaser. In case the Sub-Lessee/Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Sub-Lessee/Allottee/Purchaser shall continue to be liable to pay interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of 0.2%(Point two per cent) of the Total value of Unit \_\_\_ per month as Guarding Charges for the period of delay in taking possession.

**7.4 Possession by the Sub-Lessee/Allottee/Purchaser** - After obtaining the Completion Certificate /Partial completion certificate and handing over physical possession of the Apartment, to the Sub-Lessee/Allottees/Purchaser, it shall be the responsibility of the Sub-Lessor/Promoter to handover the necessary documents and plans, including common areas to the association of the Sub-Lessee/Allottee/Purchaser on its formation or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the Sub-Lessor/Promoter shall hand over the necessary documents and plans including common areas to the Association of Sub-Lessee/Allottees/Purchaser within 30 days after obtaining the completion certificate of the entire Housing complex or as per local laws.

**7.5 Cancellation by Sub-Lessee/Allottee/Purchaser -**

(i) The Sub-Lessee/Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.5 (ii) below where the Sub-Lessee/Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the Sub-Lessor/Promoter, the Sub-Lessee/Allottee/Purchaser shall serve a 90 (ninety) days' notice in writing on the Sub-Lessor/Promoter and on the expiry of the said period the allotment shall stand cancelled and the Sub-Lessor/Promoter herein is

entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the Sub-Lessee/Allottee/Purchaser shall be returned by the Sub-Lessor/Promoter to the Sub-Lessee/Allottee/Purchaser within 45 days of such cancellation.

#### **7.6 Compensation-**

(a) The Sub-Lessor/Promoter shall compensate the Sub-Lessee/Allottee/Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over possession of the Unit to the Sub-Lessee/Allottee/Purchaser and Common areas and the common purposes to the Association of Allottees.

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

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

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

The Sub-Lessor/Promoter hereby represents and warrants to the Sub-Lessee/Allottee/Purchaser as follows:

- (i) The Sub-Lessor/Promoter has absolute, clear and marketable title with respect to the said project/phase Land; the requisite authority and rights to carry out development upon the said Land and

absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title assurances by the Owners and/or their Advocates and after referring to the papers and documents supplied by them the Sub-Lessor/Promoter shall ensure the Owner's title;

- (ii) The Sub-Lessor/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, Project or the Apartment, ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment, are valid and subsisting and have been obtained by following due process of law. Further, the Sub-Lessor/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment, and common areas;
- (vi) The Sub-Lessor/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 Sub-Lessee/Allottee/Purchaser created herein, may prejudicially be affected;
- (vii) The Sub-Lessor/Promoter has not entered into any agreement for Lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment, which will, in any manner, encumber the rights of the Sub-Lessee/Allottee/Purchaser under this Agreement;
- (viii) The Sub-Lessor/Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the leasehold rights in the said Apartment, to the Sub-Lessee/Allottee/Purchaser in the manner contemplated in this Agreement ;
- (ix) Before or at the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment, to the Sub-

Lessee/Allottee/Purchaser and the common areas to the association of Sub-Lessee/Allottees/Purchaser or the competent authority, as the case may be on completion of the entire project;

- (x) 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;
- (xi) The Sub-Lessor/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion /Partial completion certificate has been issued and deemed possession of Apartment, or building, as the case may be,;

Provided that immediately on possession and/or from the 15<sup>th</sup> day from the Notice of Possession(Deemed Possession) the Sub-Lessee/Allottee/Purchaser shall become liable to pay the rates, taxes and charges. The Sub-Lessee/Allottee shall start payment of the Maintenance charges three months from the date of Notice of Possession.

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

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to the Force Majeure clause, the Sub-Lessor/Promoter shall be considered under a condition of default, in the following events:

- (i) Sub-Lessor/Promoter fails to provide ready to move possession of the Apartment, to the Sub-Lessee/Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Apartment, shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and/or for which Completion /Partial Completion Certificate has been issued by the Competent Authority.

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

In the above context, the term "**Complete in all respects**" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is man made and not machine made and there may be minor defects which will keep coming and the same will remain the responsibility of the Sub-Lessor/Promoter to rectify upto **5 Years** without further charge as provided in Clause 12 hereunder.

9.2 In case of default by Sub-Lessor/Promoter under the conditions listed above, Sub-Lessee/Allottee/Purchaser is entitled to the following:

(i) Stop making further payments to promoter as demanded by the Sub-Lessor/Promoter. If the Sub-Lessee/Allottee/Purchaser stops making payments, the Sub-Lessor/Promoter shall correct the situation by completing the construction milestones and only thereafter the Sub-Lessee/Allottee/Purchaser be required to make the next payment without any interest; or

(ii) The Sub-Lessee/Allottee/Purchaser shall have the option of terminating the Agreement in which case the Sub-Lessor/Promoter shall be liable to refund the entire money paid by the Sub-Lessee/Allottee/Purchaser under any head whatsoever towards the acquisition of lease of the Apartment alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to Sub-Lessee/Allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement.;

Provided that where a Sub-Lessee/Allottee/Purchaser does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the Sub-Lessor/Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment, which shall be paid by the Promoter to the Sub-Lessee/Allottee/Purchaser within 45 days of its becoming due...

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Sub-Lessor/Promoter and the Sub-Lessee/Allottee/Purchaser shall be free to approach the

authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions..

9.3 The Sub-Lessee/Allottee/Purchaser shall pay to the Sub-Lessor/Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment, is situated. The Sub-Lessee/Allottee/Purchaser shall be considered under a condition of Default, on the occurrence of the following events: -

(i) In case the Sub-Lessee/Allottee/Purchaser fails to make payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan as per **Schedule -C**, despite having been issued notice in that regard the Sub-Lessee/Allottee/Purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate specified herein.

(ii) In case of Default by Sub-Lessee/Allottee/Purchaser in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond two consecutive months after the notice from the Sub-Lessor/Promoter in this regard and/or refusal or failure to register the Agreement, the promoter shall cancel the allotment of the Apartment, in favour of the Sub-Lessee/Allottee/Purchaser and refund the amount of money paid to him by the Sub-Lessee/Allottee/Purchaser by deducting the booking amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated .

Provided that the Promoter shall intimate the Sub-Lessee/Allottee/Purchaser about such termination at least 30 days prior to such termination

## **10 LEASE/CONVEYANCE OF THE SAID APARTMENT,**

(i) The Sub-Lessor/Promoter on receipt of complete amount of the price of the Apartment, as per para 1.2 under the Agreement from the Sub-Lessee/Allottee/Purchaser, shall execute a Lease deed drafted by the Promoter's Advocate and convey the Leasehold title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion /Partial Completion certificate.

Provided that, in the absence of local law, the execution of the Lease deed in favour of the Sub-Lessee/Allottee/Purchaser shall be carried out by the

Sub-Lessor/Promoter within 3 months from the date of issue of Partial/occupancy certificate. However, in case the Sub-Lessee/Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Sub-Lessee/Allottee/Purchaser authorizes the Sub-Lessor/Promoter to withhold registration of the lease deed in his/ her favour till full and final payment of all dues and stamp duty and registration charges to the promoter is made by the Sub-Lessee/Allottee/Purchaser. The Sub-Lessee/Allottee/Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

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

- (i) The Sub-Lessor/Promoter shall be responsible to provide and maintain essential services in the Project for three months from the date of Notice of possession or till the taking over of the maintenance of the entire project/all phase by the association of Sub-Lessee/Allottees/Purchaser upon the issuance of the completion certificate of the entire project whichever is earlier. The cost of maintenance for three months from the date of Notice of Possession has been included in the Total price of the Unit.
- (ii) The Sub-Lessee/Allottee/Purchaser shall commence payment of Maintenance Charges to the Sub-Lessor/Promoter after lapse of first three months from the date of Partial Completion Certificate of the respective Building Block and shall continue to pay till handover of maintenance of the project to the association of Sub-Lessee/Allottees/Purchaser and thereafter to the association of Sub-Lessee/Allottees/Purchaser. In case the formation of the Association is delayed beyond the said period, due to no fault of the Sub-Lessor/Promoter, the Sub-Lessor/Promoter shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Sub-Lessee/Allottees/Purchaser shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Sub-Lessor/Promoter at actuals. Once the Association is formed and the said project is handed over to the Association the Sub-Lessee/Allottee/Purchaser shall start payment of Maintenance Charges to the Association.

## 12. DEFECT LIABILITY

A.(i) It is agreed that in case any structural defect or any defect in workmanship, quality or provision of services or any other obligations of the Sub-Lessor/Promoter as per the agreement for Lease relating to such development is brought to the notice of the Sub-Lessor/Promoter within a period of **5 (five) years** by the Sub-Lessee/Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Sub-Lessor/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Sub-Lessor/Promoter's failure to rectify such defects within such time, the aggrieved Sub-Lessee/Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Sub-Lessor/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions (of the Sub-Lessee/Allottee/Purchaser or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level (The table of **Tolerance level** is appended in Part B of SCHEDULE – D) allowed as per IS code will be acceptable to the Sub-Lessee/Allottee/Purchaser. If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Sub-Lessor/Promoter, will also be acceptable to the Sub-Lessee/Allottee/Purchaser.

## 13. RIGHT OF SUB-LESSEE/ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Sub-Lessee/Allottee/Purchaser hereby agrees to acquire the Lease of the Apartment on the specific understanding that his/ her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Sub-Lessee/Allottees/Purchaser (or the maintenance agency appointed by it) and performance by the Sub-Lessee/Allottee/Purchaser of all his/her obligations in respect of all terms and conditions specified by the maintenance agency or the association of Sub-Lessee/Allottees /Purchaser from time to time.

## 14. RIGHT TO ENTER THE APARTMENT, FOR REPAIRS

The Sub-Lessor/Promoter/ Maintenance agency/ association of Sub-Lessee/Allottees/Purchaser shall have rights of unrestricted access of all



Common Areas, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Sub-Lessee/Allottee/Purchaser agrees to permit the association of Sub-Lessee/Allottees/Purchaser 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.

## 15. USAGE

**Use of Basement and Service Areas:** The Basement (s) and service areas, if any, as located within the Complex, 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 or requirement of the Project. The Sub-Lessee/Allottee/Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned and allotted for that sanctioned purpose to any Sub-Lessee/Allottee/Purchaser.

## 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT, :

16.1 Subject to Para 12 above, the Sub-Lessee/Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Apartment, at his/ her own cost, in good repair and condition including periodic painting of the exterior on all sides. It shall be the responsibility of the Sub-Lessee/Allottee/Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage 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 and shall not cause any change to the colour, design of the elevation /exterior.

16.2 The Sub-Lessee/Allottee/Purchaser 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/ façade

of the Building or anywhere on the exterior of the project, building therein or common areas. The Sub-Lessee/Allottees/Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors/windows or carry out any change in the Lobby/exterior elevation or design. Further the Sub-Lessee/Allottee/Purchaser 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 Sub-Lessee/Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment, .

16.3 It is agreed recorded that the Sub-Lessor/Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room and in other Common areas/walls and exteriors

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

Periodic test of Electrical installations including wiring and also by Chartered Engineer shall be carried out at interval of every 2 years and also after possession and at the time of possession by the Maintenance In Charge/Association for ensuring safety and this is very much mandatory keeping the safety of the Complex as a whole in mind.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY SUB-LESSEE/ALLOTTEE**

The Parties are entering into this agreement for the allotment of a Apartment, with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this 3<sup>rd</sup> phase in particular. That the Sub-Lessee/Allottee/Purchaser hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority/as per Association of Sub-Lessee/Allottees/Purchaser in respect of the Apartment, at his/ her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

The Sub-Lessor/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Phase after the

building plan, lay-out 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 save and except vertical increase in the Floor as agreed..

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Sub-Lessor/Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Sub-Lessee/Allottee/Purchaser who has taken or agreed to take such Apartment,.

#### **20. WEST BENGAL APARTMENT OWNERSHIP ACT**

The Sub-Lessor/Promoter has assured the Sub-Lessee/Allottees/Purchaser that the project in its entirety is in accordance with the provisions of the West Bengal Apartment, Ownership Act . The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal..

#### **21. .BINDING EFFECT**

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

## **22. ENTIRE AGREEMENT**

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment,

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ SUBSEQUENT SUB-LESSEE/ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allotees of the Apartment, , in case of a transfer, as the said obligations go along with the Apartment, for all intents and purpose.

## **25. WAIVER NOT A LIMITATION TO ENFORCE**

25.1 The Sub-Lessor/Promoter may, at its sole option and discretions, without prejudice to its rights as set out in this Agreement, waive the breach by the Sub-Lessee/Allottee/Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Sub-Lessee/Allottee/Purchaser that exercise of discretion by the Sub-Lessor/Promoter in the case of one Sub-Lessee/Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Sub-Lessee/Allotees/Purchaser.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

## **26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 confirm to Act or the Rules and Regulations made hereunder 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.

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Sub-Lessee/Allottees/Purchaser has to make any payment, in common with other Sub-Lessee/Allottee(s) /Purchaser in Project, the same shall be the proportion which the carpet area/built-up area of the Apartment, bears to the total carpet area/built-up area of all the Apartment, in the project/entire Housing Complex/ Future Extensions in the Project..

## **28. 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.

## **29. PLACE OF EXECUTION**

The execution of this agreement shall be complete only upon its execution by all the parties namely the Lessor, the Sub-Lessor/Promoter through their authorized signatories at the Sub-Lessor/Promoter's Office or at some other designated Place in Kolkata as may be decided by the Sub-Lessor/Promoter. After the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

## **30. NOTICES**

That all notices to be served on the Sub-Lessee/Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub-Lessee/Allottee/Purchaser or the Promoter by Registered Post / under Certificate of Posting/ standard mail or courier at their respective addresses specified below.:

**(i) For Sub-Lessee/Allottee**


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**(ii) For Sub-Lessor/Promoter**

Mr. R.N. Agarwal,

Srijan House,  
36/1A, Elgin Road,  
P.O.Lala Lajpat Rai Sarani, P.S Bhowanipore,  
Kolkata - 700020  
Email: rna@srijanrealty.in

It shall be the duty of the Sub-Lessee/Allottee/Purchaser and the Sub-Lessor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address in writing 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 Sub-Lessee/Allottee/Purchaser, as the case may be.

Any correspondence from the Sub-Lessee/Allottee/Purchaser shall carry the customer ID in the subject line in following manner "\_\_\_\_\_". Any correspondence not mentioning the customer ID shall be deemed to be non-est / null and void.

**31. JOINT SUB-LESSEE/ALLOTTEES/PURCHASERS**

That in case there are Joint Sub-Lessee/Allottees/Purchaser all communications shall be sent by the Sub-Lessor/Promoter to the Sub-Lessee/Allottee/Purchaser 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 Sub-Lessee/Allottees/Purchaser.

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### 33. DISPUTE RESOLUTION

All or any dispute 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 including those relating to common purposes of the Housing Complex,, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**34. *Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.***

### 35. DEFINITIONS

A. (i) **"Act"** means the Real Estate(Regulation & Development) Act, 2016;

**"Rules"** means the West Bengal Housing Real Estate (Regulation and Development Rules 2021;

**"Regulations "** means the Regulations made under the Real Estate(Regulation & Development) Act, 2016;

**"Section"** means a section of the Act.

(ii) **ARCHITECT** shall mean the Architect appointed or to be appointed from time to time by Sub-Lessor/Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).

(iii) **ALLOTMENT / BOOKING/AGREEMENT FOR LEASE**- shall mean the provisional Booking letter,(EOI) and/or this Agreement for Lease of the Apartment, .

(iv) **APEX BODY or FEDERATION** means an independent body formed by and consisting of all the associations registered under the WB Apartment Ownership Act 1972 or any other legal entity constituted by the Sub-Lessee/Allottees/Purchaser in various buildings/phases for the purpose of maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.

(v) **ASSOCIATION OF SUB-LESSEE/ALLOTTEES** means a collective body of the allottees/purchaser of a real estate project , by whatever named called , registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottees.

(vi) **AMENITIES** : The Promoter shall provide the amenities for the use and enjoyment of the Sub-Lessee/Allottee/Purchaser. \_The description of the tentative amenities and/or facilities in the Club/ Residential Segment is as given in the **SCHEDULE – E** below to be provided phase-wise progressively with development of each phase as and when completed. No substantial or significant changes will be done . Since the entire Housing Complex will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire Housing Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered.

(vii) **BLOCK/TOWER** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.

(viii) **BUILT UP AREA** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. If any wall comes within Unit and Common area then entire wall will be part of Built up area of the Unit.

(ix) **CARPET AREA/CHARGEABLE AREA** shall mean the net usable floor area of the Unit including POP & Plaster and excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Sub-Lessee/Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Sub-Lessee/Allottee.but includes the internal partition walls of the Unit,

(x) **COMMON MAINTENANCE 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-owners/Co-Sub-Lessees and



all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Sub-Lessees of the entire Housing Complex /Townships/further extensions including those mentioned in **SCHEDULE- L** hereto. The said charges shall at all times be calculated on the basis of actual total expenses on available amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Sub-Lessee/Allottees take up possession in subsequent phases.

(xi) **COMMON PURPOSES** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Sub-Lessor/Promoter and/or occupants of the respective units and all other purposes or matters in which Apex Body/Federation and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire Housing Complex.

(xii) **COMMON AREA / COMMON PARTS AND FACILITIES** shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Sub-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE -E** hereunder. The Commercial / other Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. Commercial /other Facilities which are not specifically declared to be 'Common' can be leased by the Sub-Lessor/Promoter to any person without any interference of the Sub-Lessee/Allottees.

(xiii) **CLUB** shall mean any recreation and other facilities constructed for the use of the purchasers of the units in the Project as committed in Schedule- E which shall be set up as part of the entire Housing Complex comprising of this Phase and all the other phases.

(xiv) **ENTIRE HOUSING COMPLEX PLAN(COMPLEX)** shall mean the plan relating to the entire Housing Complex envisaged at present to

comprise altogether all Projects/Phases including the Completed Phase altogether demarcated and externally bordered identified in Color "**GREEN**" in the Plan attached herewith and marked "**Annex A** " plus further future extensions to this Complex without becoming part of any other housing complex but will merge and integrate with this complex only and become part of this Complex.

(xv) **FSI OR FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force.

(xvi) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE - F**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment, Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Sub-Lessee/Allottee(s) /Purchaser of the said Unit plus the Reserved Areas as defined.

(xvii) **PROJECT** shall mean the Project with RERA registration number as stated in Annexure –C.

(xviii) **PROJECT / 1<sup>st</sup> and 2<sup>nd</sup> PHASE PLAN** shall mean the project plans for this project duly identified and demarcated and internally bordered in **RED** in the Plan attached herewith and internally marked "**Annex-A**  
**PROJECT / 3<sup>rd</sup> PHASE PLAN** shall mean the project plans for this project duly identified and demarcated and internally bordered in **BLUE** in the Plan attached herewith and internally marked "**Annex-A**",

(xix) **PARKING SPACE** shall mean a location either covered or open or in open land, sufficient in size for parking of car, trucks, two wheeler or cycles etc in the portions of either the basement, ground floor level or at other levels including Mechanised Parking, whether open or covered, of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc and shown in the Plans approved by the planning authority to be allowed by the Promoter for exclusive use of the Sub-Lessee/Allottee/Purchaser who opts to take it from the Promoter at a consideration..

(xx) **PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Sub-Lessee/Allottee/Purchaser 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.

In case the Sub-Lessor/Promoter makes provision for Mechanical Parking and the Sub-Lessee/Allottee/Purchaser is allotted the right to the use of such Parking facility in such cases the common expenses on account of Mechanical Parking shall be separately billed and shared exclusively among the Mechanical Parking Sub-Lessee/Allottees/Purchaser only.

(xxi) **PHASE** of a Real Estate Project means a phase of a Building complex which may consist of a building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.

(xxii) **SUPER BUILT UP AREA** will be the Carpet Area plus Veranda/balcony thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and façade and common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Sub-Lessee/Allottee/Purchaser in this agreement of Lease for which proportionate cost has been collected from the Sub-Lessee/Allottees/Purchaser.

(xxiii) **STRUCTURAL ENGINEER** shall mean the Engineer appointed or to be appointed from time to time by Promoter for the preparation of the structural design and drawings of the buildings .

(xxiv) **SPECIFICATIONS** -The tentative specification of the Residential Segment is as given in Part-A of **SCHEDULE - D** below and shall include changes necessitated on account of any Force Majeure events or to improve or protect the quality of construction or on the recommendations of the Architect in which case the Builder shall ensure that the cost and

quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE- D** .

(xxv) **RETICULATED GAS CONNECTION** ( Residential) : Reticulated cooking gas supply through a specially installed network of pipes may be given if decided by Sub-Lessor/Promoter at any stage and if the same is made available then each unit will be provided with a single point gas connection in the kitchen and it is mandatory for all Sub-Lessee/Allottees/Purchaser to accept the facility at extra charges ( on actual cost plus 15% profit to Builder as Service Charges.

**B. INTERPRETATIONS:** For the benefit of the Sub-Lessee/Allottee/Purchaser a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation :

<b><u>SL.NO</u></b>	<b><u>SUBJECT</u></b>	<b><u>CLAUSE</u></b>
<b><u>1</u></b>	<b><u>GST ON MAINTENANCE</u></b>	<i>All Unit Owners(Sub-Lessee/Allottee/Purchaser) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable but input credit of tax paid on Vendor's bills will be set off against GST liabilities on Maintenance Bills. .</i>
<b><u>2.</u></b>	<b><u>INDIRECT TAXES AND LEVIES</u></b>	<i>The Sub-Lessee/Allottee/Purchaser shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever(present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Sub-Lessee/Allottee/Purchaser. All Direct Taxes in respect of Profit(if any) earned from the development and Lease to the Sub-Lessee/Allottee/Purchaser shall be borne by the Promoter.</i>
<b><u>3.</u></b>	<b><u>POSSESSION AFTER COMPLETION</u></b>	<i>After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval</i>

		<p>certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Sub-Lessor/Promoter shall issue Notice of Possession to the Sub-Lessee/Allottee/Purchaser whereupon the Sub-Lessee/Allottee/Purchaser has to take possession immediately and not later than 15 days as the 15<sup>th</sup> day will be considered as 'DEEMED POSSESSION' and immediately the Sub-Lessee/Allottee/Purchaser becomes liable to pay Maintenance Charges. Besides If the Sub-Lessee/Allottee/Purchaser does not take possession of the flat on or within 15 days from the date of Notice of possession guarding charges will be applicable.</p> <p>The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Sub-Lessee/Allottee/Purchaser or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting possession by the Sub-Lessee/Allottee/Purchaser. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any minor defect the Promoter will rectify it . The Sub-Lessor/Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Sub-Lessee/Allottee/Purchaser for delaying possession. If the Unit Owner himself wants to get the work done he can give prior information to the Sub-Lessor/Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat .</p> <p>If the Sub-Lessee/Allottee/Purchaser has</p>
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		<p>requested for some extra work /modification and Promoter has agreed to complete such work , completion of this work will not be necessary for taking possession of the Flat and the Builder will do such work only after possession is taken by the Sub-Lessee/Allottee/Purchaser.</p> <p>The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Sub-Lessor/Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</p> <p>if any problems are faced by Sub-Lessee/Allottee after receiving hand over of possession he may please contact with Facility Manager (Mobile no..... &amp; Mail id .....). If problem is not solved the issue may be escalated to the project in charge (Mobile no..... &amp; Mail id ..... ) or project's director (Mobile No..... &amp; Mail id .....)</p>
<u>4</u>	<b><u>NORMAL WEAR AND TEAR</u></b>	<p>It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are man made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account</p>

		<p>before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</p>
<u>5</u>	<b><u>ADDL CONSTRUCTION IN FLATS</u></b>	<p>No Additional Construction on the exterior of Buildings or apartment is permissible. No internal changes allowed and Sub-Lessee/Allottees/Purchaser cannot request Promoter for even minor modification as per rules as the Sub-Lessee/Allottee/Purchaser can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re-sanction without which we will not get the completion certificate (CC).</p>
<u>6.</u>	<b><u>PHASE-WISE FACILITIES AND AMENITIES</u></b>	<p>In large projects the provision of various Facilities and Amenities will be phase-wise. In some cases provisioning of all Facilities may take several years. While some Facilities may be provided in the initial phase there may be others which will come as the construction of the Complex progresses to subsequent phases.</p> <p>Sometimes the Sub-Lessor/Promoter may later decide to provide some additional Facilities or add installations which were not earlier planned. In such cases the Sub-Lessee/Allottees shall not object on the ground that the Common expenses may increase. There can also be a situation where due to adverse market condition the Sub-Lessor/Promoter is forced to abandon a subsequent phase. In such cases also the Sub-Lessee/Allottees/Purchaser shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</p> <p>The Sub-Lessee/Allottee/Purchaser shall not</p>

		<p>have any manner of right , title or interest in respect of the specified facilities , save and except the right to use and enjoy and /receive certain common services of/from the said specified facilities , subject to the timely payment of the Maintenance Charges.</p> <p>COMMON AREA can be used for jogging, playing, visitor parking, drop off/temporary parking etc as may be decided by the Maintenance In charge /Sub-Lessor/Promoter/Association.</p>
<u>7.</u>	<b><u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u></b>	<p>if Sub-Lessee/Allottee/Purchaser wants to know the construction status of the project please visit Project website for the update. The details to access the same is given below :</p> <p>Click on the link <a href="http://www.srijanrealty.com/">www.srijanrealty.com/</a></p> <p>Login id: Your registered email id</p> <p>password:123/321 etc</p> <p>If Sub-Lessee/Allottee/Purchaser needs any construction, site or possession related information he may kindly get in touch with customer care.</p> <p>The steps to view the construction status is as under:</p> <p>Projects&gt;Ongoing&gt;Residential&gt;Location&gt;Project Name&gt;Construction Progress</p> <p>Your Customer Care Executive is:</p> <p>Name:</p> <p>EMAIL:</p> <p>Contact No:</p>
<u>8.</u>	<b><u>CHANGE IN ALLOTMENT</u></b>	<p>If Sub-Lessee/Allottee/Purchaser wants to change his allotted Flat and shift to another he has to first cancel the present allotment and Re-book a new flat which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Sub-</p>



		Lessee/Allottee/Purchaser.
<u>9.</u>	<b><u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u></b>	<p>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by us.</p> <p>It is very pertinent to note that the Promoter shall always endeavour at the additional cost to allottees to adopt ways and means to minimize the cost of maintenance by ensuring that the entire lighting of the common areas is effected by solar power; auto irrigation of the landscaped area; adopting access control and implementing CC TV ; sensor based boundary wall with boom barriers; Main gate security; Auto-pump and automatic DG facility etc. and all these measures directly resulting in lowering of maintenance cost . All these charges will be provided from Sinking Fund if not provided by the Promoter as part of the Facilities separately and specifically</p> <p>Further, the charges for enjoying club facilities and receipts from visitor's parking will be collected and thereafter credited to the Maintenance Account to further reduce the incidence of cost and make it self-sustainable. Facility Usage Charges will be decided in such a way that all the costs of services will be recovered from the users based on number of persons using the facilities. Further expenditure of a capital nature like Solar panel etc to be expended out of Sinking Fund will also bring about a reduction in the Maintenance Charges.</p> <p>If Unit Owners are not satisfied with the Maintenance Charges and/or the audited</p>

		<p>accounts they may hire the services of a reputed Auditor like big four and in that case the expense for taking their services will also form part of the Maintenance charges. The Auditor appointed by the Unit Owners can in consultation with the Project Auditors appointed by the Promoter, jointly do a fair audit of the actual charges incurred and if they decide that some expenses can be reduced, we will abide by such advice. It may however be noted that under any circumstances actual expenses incurred cannot be reduced. In such case reduction in cost can only be effected by withdrawal of some services or agency and only in future.</p> <p>The Sub-Lessee/Allottee/Purchaser shall be obliged to pay the Maintenance Charges in advance as per the said estimate. The Facility Manager shall provide reconciliation of the expenses towards CAM charges after end of the relevant financial year and the parties hereto covenant that any credit /debit thereto shall be settled by adjustment (i.e +/- ) in the last two bills at the end of the financial year.</p>
<b><u>10.</u></b>	<b><u>RUBBISH THROWN FROM HIGHER FLOORS</u></b>	<p>Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit Owners in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below. Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mishappenings.</p>
<b><u>11.</u></b>	<b><u>UTILIZATION OF FLAT BY PROMOTER BEFORE CC</u></b>	<p>During construction, the Sub-Lessor/Promoter shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use</p>

		<i>and the Sub-Lessee/Allottee/Purchaser shall not object to the same that he is getting an used flat.</i>
<b><u>12.</u></b>	<b><u>DAMAGE</u></b>	<p><i>In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Sub-Lessor/Promoter remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or consequential damages or losses which has occurred due to act or omission or misuse of the Allottee / his agent.</i></p> <p><i>Besides the above , in order to retain the fitness, appearance and aesthetics of the Building blocks it will be a mandatory responsibility cast on the Association/Sub-Lessor/Promoter to do structural repair and color painting of the exterior of the Building blocks at interval of every five years/or as may be required time to time by utilizing the accretions to the Sinking Fund which will be formed out of collections @ 20% more than the normal Maintenance Charges every month and invested in F.D.</i></p>
<b><u>13.</u></b>	<b><u>AVOID FRIVOLOUS COMPLAINTS</u></b>	<p><i>In case the Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Unit on the floor below the Sub-Lessee/Allottee/Purchaser will be expected to bear with the same over a reasonable time till return of the Unit Owner of the Unit above. If the Owner above is not cooperating we may force open the door to rectify the defect and again repair the door at the cost of the Association. If the Owner of the lower flat is also not available we can follow the same procedure to prevent continuous leakage of water.</i></p> <p><i>If the Sub-Lessee/Allottee/Purchaser of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to</i></p>

		<i>false ceiling or other damage if any done shall be compensated by the Sub-Lessee/Allottee/Purchaser causing such damage.</i>
<b><u>14.</u></b>	<b><u>HANDLING OF FURNITURE AND OTHER OBJECTS</u></b>	<p><i>The Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Owner that he undertakes to repair the lift if any damage is caused.</i></p> <p><i>Secondly, while making furniture , fixture or affixing anything within the Unit if any <b>damage</b> is caused to the floor or the wall the Promoter will not be responsible. That is why it is advised that the Sub-Lessee/Allottee/Purchaser should check whether there is any dampness or cracks prior to embarking on these work. Otherwise Promoter will not be liable to rectify any defect.</i></p>
<b><u>15.</u></b>	<b><u>SPACE OVER PODIUM</u></b>	<i>It is clearly to be understood that the space over a podium for all intents and purposes shall be part of open area as defined and communicated in any marketing communication and not to be treated as covered .</i>
<b><u>16.</u></b>	<b><u>PLACEMENT OF DG, TRANSFORMERS ETC</u></b>	<i>Placement of Transformers, DG, air-conditioners etc. shall be done as per the advise of the Architect and none of the Sub-Lessee/Allottees/Purchaser individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.</i>
<b><u>17.</u></b>	<b><u>MUNICIPAL WATER</u></b>	<i>It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.</i>

18.	<b><u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u></b>	<i>The Agreement entered into by and between the Sub-Lessor/Promoter and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Sub-Lessor/Promoter, is to be ignored completely.</i>
19.	<b><u>PAYMENT OF INTEREST MANDATORY</u></b>	<p><i>In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Sub-Lessor/Promoter fails to give possession at the mentioned time, the Sub-Lessor/Promoter will also pay interest at the said rate. The Sub-Lessee/Allottees/Purchaser are advised not to seek interest waiver as the Sub-Lessor/Promoter follows a strict policy and If there is any issue with regard to the calculation mistake please intimate the same and the Sub-Lessor/Promoter will look into the same and rectify.</i></p> <p><i>You cannot get interest waiver since we also have to pay interest to the bank for construction loan and we also have to pay you interest due to delay in possession so we will not be able to waive off interest if levied in your account due to late payment.</i></p> <p><i>The Sub-Lessee/Allottee/Purchaser agrees to pay to the Sub-Lessor/Promoter interest on all amounts including the Total consideration or any part thereof payable by the Sub-Lessee/Allottee/Purchaser to the Promoter under the terms of this Agreement from the date of said amount becoming due and payable by the Sub-Lessee/Allottee/Purchaser till the date of realization of such payment. The Sub-Lessee/Allottee/Purchaser confirms that the payment of interest by the Sub-Lessee/Allottee/Purchaser shall be without prejudice to the other rights and remedies of the Promoter and shall not constitute a waiver of the same.</i></p>
20.	<b><u>INSTALLATIONS</u></b>	<i>Installations such as WTP /STP/ Septic Tank, Garbage vat etc will be positioned within the Complex as per the advise, plan and design of</i>

		<p>the Architect / Consultant. If the Unit Owners are in disagreement with the positioning of the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be the final decision shall be acceptable to all Residents/ association. If any changes are required to be made, the additional cost will become part of common expenses.</p>
21.	<b><u>QUALITY OF WATER SUPPLY</u></b>	<p>The Sub-Lessor/Promoter shall confirm the quality of the water supplied to the entire complex and obtain Water test report certifying that the water supplied to be of good potable quality and following such test report nobody shall question the quality of water.</p>
22.	<b><u>MUTATION AND ELECTRICITY METER</u></b>	<p>The Sub-Lessee/Allottee/Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of 15(fifteen) days from the date of possession and shall keep the the Sub-Lessor/Promoter indemnified against any loss , claims and/or demand that may be incurred by or may arise against the Sub-Lessor/Promoter due to non fulfillment and/or non observance of this obligation by the Sub-Lessee/Allottee/Purchaser.</p> <p>Mutation of the Unit and obtaining electricity meter shall be the absolute responsibility of the Unit Owner and if required, the Sub-Lessor/Promoter will only have an advisory role. The Sub-Lessor/Promoter may appoint a consultant at reasonable cost to help the Unit Owners in these matters.</p> <p>(i) <u>For Electricity Connection</u></p> <p>The Sub-Lessor/Promoter shall assign a fixed project wise outsource person who will coordinate with all Sub-Lessee/Allottees/Purchaser for Electricity Connection process, this details will be</p>

		<p>given/are given below:</p> <p>Contact Person's Name:</p> <p>Contact Person's Phone no.</p> <p>Contact person's Email Id:</p> <p>Otherwise Sub-Lessee/Allottees/Purchaser can follow the below mentioned process-</p> <p>Step – 1: To obtain the copy of the Possession letter of the Flat from the Promoter.</p> <p>Step – 2: Sub-Lessee/Allottee/Purchaser needs to go to the Electricity office and collect the Form for Electricity connection.</p> <p>Step – 3: Sub-Lessee/Allottee/Purchaser needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Flat and necessary fees to the Electricity office.</p> <p>Step – 4: Sub-Lessee/Allottee/Purchaser needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</p> <p>Step – 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</p> <p>(ii) <u>For Mutation</u></p> <p>How will the mutation of flat be done?</p> <p>The Sub-Lessor/Promoter shall assign a fixed project wise outsource person who will coordinate with all Sub-Lessee/Allottees/Purchaser for mutation process, this details are will be given below::</p> <p>Contact person's Name:</p> <p>Contact person's Phone no:</p> <p>Contact person's Email Id:</p> <p>Otherwise flat owners / buyer's can be follow</p>
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		<p><i>the below mentioned process –</i></p> <ul style="list-style-type: none"> <li>· <i>Step – 1: To obtain the Completion Certificate of the particular block from the Promoter.</i></li> <li>· <i>Step – 2: Sub-Lessee/Allottees/Purchaser to intimate to KMC / Municipality about the details of Promoter.</i></li> <li>· <i>Step – 3: KMC / Municipality will issue the Tax liability invoice</i></li> <li>· <i>Step – 4: Sub-Lessee/Allottee/Purchaser to clear the demand and get the NOC from KMC / Municipality.</i></li> <li>· <i>Step – 5: Sub-Lessee/Allottee/Purchaser to get his unit Conveyance Deed.</i></li> <li>· <i>Step – 6: Unit Owner to apply the mutation at KMC / Municipality along with copy of Deed and NOC for Tax with fees.</i></li> <li>· <i>Step – 7: On the hearing date Sub-Lessee/Allottee/Purchaser to be present with original documents for Mutation at KMC / Municipality.</i></li> </ul>
<b>23</b>	<b><u>DELAY IN SUPPLY OF ELECTRICAL POWER</u></b>	<p><i>Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex. In case of such delays, till such time the connection is obtained the Sub-Lessor/Promoter assures that power shall be made available from the DG. In such cases Sub-Lessor/Promoter's Sub-meter shall be installed and Buyer will pay per unit cost of electricity as per electricity company rate. Additional cost if any will be at the cost of the Sub-Lessor/Promoter during the interregnum.</i></p>
<b>24</b>	<b><u>MODEL FLAT</u></b>	<p><i>The model flat with all furniture items , electronic goods, amenities etc provided thereon at the site may not represent all the different types of Flats in the Complex but is only a representative specimen of limited type</i></p>



		<p><i>of Units solely intended for the purpose of giving out an idea of the kind of internal, specification, pipes some fitments as described in Specification Schedule 'D'(not furniture and fixture) etc and neither will it be a matching replica of the Flat Unit which the Customer intends to purchase nor will it be matching in its lay-out.</i></p>
25	<b><u>TILING/FLOORING/WALLING</u></b>	<p><i>Secondly, in case the tiling/floor within any flat unit gets affected and there is a need to change some of the tiles, despite the best efforts the Sub-Lessor/Promoter may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color scheme and the Sub-Lessee/Allottee/Purchaser agrees to accept these unavoidable minute differences.</i></p> <p><i>As per our structural consultant the hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the different material. They are mostly non-structural in nature, and the structure will be safe and stable despite cracks on non structural areas. part Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall &amp; RCC frame structure.</i></p>
26.	<b><u>NAME OF THE COMPLEX</u></b>	<p><i>In the perception of the Sub-Lessor/Promoter in a rare case in future there may arise the necessity to change the name of the Complex . In such cases the Unit Owners shall not object to change of name.</i></p> <p><i>The Sub-Lessee/Allottee/Purchaser agrees and undertakes to cause the Association/Apex body to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Sub-</i></p>

		Lessor/Promoter.
27	<b><u>RESTRICTED USE OF PROMOTERS NAME/MARK</u></b>	<i>The Sub-Lessee/Allottee/Purchaser shall not use the name/mark of the Sub-Lessor/Promoter in any form or manner , in any medium (real or virtual) , for any purpose or reason , save and except for the purpose of address of the Apartment and if the Sub-Lessee/Allottee/Purchaser does so the Sub-Lessee/Allottee shall be liable to pay damages to also Sub-Lessor/Promoter and shall further be liable for prosecution for use of such mark of the Promoter</i>
28	<b><u>BOUNDARY WALL</u></b>	<i>The Sub-Lessor/Promoter will provide a well constructed Boundary encircling the entire Complex. Additional request from Unit Owners for affixing barbed wire on top of the Boundary wall will not be entertained by the Sub-Lessor/Promoter as it affects the aesthetics. If the Association wants to affix the barbed wire it may do so at its cost.</i>
29	<b><u>CC TV</u></b>	<i>Only the Ground Floor common area lobby will be under CC TV surveillance. CC TV will not be provided in the upper floors.</i>
30	<b><u>MAINTENANCE SOP</u></b>	<ul style="list-style-type: none"> <li><i>i. When applying for CC the Promoter shall form a sec 8 Company and open a Bank Account and FM company should be on board;</i></li> <li><i>ii. All deposits and maintenance related receipts will be received in sec 8 company or will be transferred to sec 8 company immediately on receipt;</i></li> <li><i>iii. Sec 8 company will maintain account of:</i> <ul style="list-style-type: none"> <li><i>(a) Day to day related activities and facilities</i></li> <li><i>(b) Regular payments and regular expenses including AMC</i></li> </ul> </li> <li><i>iv. One more account of sec 8 company will be opened for maintaining non regular nature of expenses like repair, renovation, painting , replacement of structure , facilities, equipments etc. In this account all sinking collections fund will be received or transferred and all</i></li> </ul>

		<p>expenses of irregular nature as defined above will be made;</p> <p>v. For both the purposes , the separate Bank Accounts as mentioned above will be maintained – one for regular items and the other for non regular items and both the accounts shall have auto-swipe facility so that any surplus automatically gets transferred to FD.</p> <p>At year-end both the accounts will be prepared separately and presented to the maintenance committee. All accounting entries including receipts and payments will be done from site only through 'MY GATES 'NO BROKERHOOD' software etc. From day one 'MY GATES 'NO BROKERHOOD' software must be installed and all buyers /flat owners must get used to all features.</p>
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### **C. USEFUL INSTRUCTIONS TO THE SUB-LESSEE/ALLOTTEE/PURCHASER\_\_**

<b><u>ISSUE OF MONEY RECEIPT</u></b>	<p><b>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email at Promoter's email ID <a href="mailto:Collection@srijanrealty.in">Collection@srijanrealty.in</a> and also through SMS otherwise Promoter will not be able to know from whom the payment was received and the system will continue to show outstanding against Sub-Lessee/Allottee's name.</b></p> <p>Once any amount paid by the Sub-Lessee/Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Sub-Lessee/Allottee does not receive the Money Receipt within 10 working days, he/she can send EMAIL to <a href="mailto:Collection@srijanrealty.in">Collection@srijanrealty.in</a> with cc to concerned Post Lease Executive. Money Receipt will be sent by Email as well as uploaded on Customer Portal. You can access Money Receipts/Demands/Ledger Statements/Interest(if any)through the Srijan Portal. All the above information can be downloaded .</p> <p>The Account detail of the Sub-</p>
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	<p>Lessee/Allottee/Purchaser can be accessed through the Srijan Portal by clicking on the link:</p> <p><a href="http://mysrijan.srijanrealty.com">http://mysrijan.srijanrealty.com</a></p> <p>Login id: your registered email id</p> <p>Default Password:123/321(you can change your password as you like).</p>
<b><u>FIRST DEMAND LETTER</u></b>	<p>The First Demand letter will accompany the Booking Letter and you receive both together. We will send subsequent demand according to our construction done as we follow construction linked plan and demand is raised once the work is completed.</p> <p>Under construction block should not be visited ideally due to Safety Hazards. For construction update please visit our website or get in touch with the customer care executive at site.</p>
<b><u>DOCUMENTS REQD FOR BANK LOAN</u></b>	<p>The following documents will be required by the Sub-Lessee/Allottee/Purchaser for obtaining Bank Loan:</p> <ul style="list-style-type: none"> <li>(i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter.</li> <li>(ii) No Objection Certificate of the Promoter;(to get the NOC contact Post Lease Executive)</li> <li>(iii) Booking Letter;</li> <li>(iv)Lease Agreement;</li> <li>(v)Demand Letter;</li> <li>(vi)Money Receipts.</li> </ul>
<b><u>CONFIRMATION OF PAYMENT BY EMAIL</u></b>	<p>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to our email ID <a href="mailto:collection@srijanrealty.com">collection@srijanrealty.com</a> and also through SMS to Mobile No of the concerned Post Lease Executive to enable the Sub-Lessor/Promoter to know from whom the payment was received.</p>
<b><u>DEPOSIT OF TDS CERTIFICATE</u></b>	<p>Whenever the Sub-Lessee/Allottee/Purchaser deposits the TDS please mail the TDS certificate and challan to <a href="mailto:collection@srijanrealty.com">collection@srijanrealty.com</a> with a copy to the concerned Post Lease Executive, otherwise the TDS payment done by the Sub-</p>

	<p><i>Lessee/Allottee/Purchaser will not be reflected in the Promoter's account. After sending the details wait for 10 working days to get the same reflected in Promoter's accounts and check in construction portal for credit against your A/C.</i></p>
<p><b>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</b></p>	<p><i>It shall be the responsibility of the Sub-Lessee/Purchaser to immediately , after the execution of this Agreement , at his own cost and expense , lodge the same for the registration with the relevant Sub-registrar of Assurances. The Sub-Lessee shall forthwith inform the Sub-Lessor the serial number under which the Agreement is lodged so as to enable the representative of the Sub-Lessor/Promoter to attend the Office of the Sub-Registrar of Assurances and admit execution thereof . The Sub-Lessor/Promoter may extend assistance/co-operation for the registration of of this Agreement at the cost and expense of the Sub-Lessee/Purchaser . However the Sub-Lessor shall not be responsible or liable for any delay or default in such matter.</i></p> <p><i>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</i></p> <p><i>At the time of registration of Agreement the Sub-Lessee/Allottee/Purchaser has to pay 2% of the consideration value or as per query sheet.</i></p> <p><i>Registration of Agreement can be done after Sub-Lessee/Allottee/Purchaser has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Promoter will provide the calculated amount.</i></p> <p><i>Once Sub-Lessee/Allottee's/Purchaser's 10% payment is clear Sub-Lessor/Promoter will give the query sheet to the Sub-Lessee/Allottee/Purchaser and also provide a govt. link with the payment procedure through mail for the registration and payment.</i></p> <p><i>In case if Sub-Lessee/Allottee/Purchaser does not</i></p>

	<p>have net banking Promoter will send the Unpaid challan to the Sub-Lessee/Allottee/Purchaser to make the payment. Then the Sub-Lessee/Allottee/Purchaser will be able to make payment by the said Challan to his/her bank or cash . E-challan will be generated after 72 hours. Only after that Registration can be done.</p>
<b><u>REGISTRATION</u></b>	<p>All the applicants need to be present physically at Promoter's Post Lease Office at the time of Registration.</p> <p>The Sub-Lessee/Allottee/Purchaser(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar card and 4 pass port size photo at the time of registration;</p> <p>The registration of the Agreement will be done within 15 days of booking ;</p> <p>The Sub-Lessee/Allottee/Purchaser will get the Lease agreement within 15 days after registration;</p> <p>Incidental charge is for Registration expense and administration expenses .</p>
<b><u>COPIES OF ALL LEGAL DOCUMENTS</u></b>	<p>All legal documents are uploaded on RERA website. The Sub-Lessee/Allottee/Purchaser can take the print out of all legal documents from RERA website by following the path as detailed below</p> <p>Please visit <a href="https://rera.wb.gov.in">https://rera.wb.gov.in</a> Registered project all districts/any district → Project name open the project to see all documents.</p> <p>The Sub-Lessee/Allottee/Purchaser can also get the hardcopy of the total legal set from post Lease office on paying the actual photocopy charges for the same.</p>
<b><u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO</u></b>	<p><b>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored</b></p>

<b><u>BE VALID</u></b>	<b><i>as having no material consequence.</i></b>
<b><u>MEETING WITH POST SALES EXECUTIVE</u></b>	<p><i>The Sub-Lessee/Allottee/Purchaser is advised to take prior appointment with the Post Lease Executive before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Sub-Lessee/Allottee/Purchaser. The meeting time with the executive is 10 AM to 6 PM. Monday to Friday. Address of Promoter's Post Sale Office is :</i></p> <p><i>4<sup>th</sup> floor, 9, Elgin Road, Kolkata – 700020.</i></p> <p><i>Your Customer Care Executive is:</i></p> <p><i>Name:</i></p> <p><i>EMAIL:</i></p> <p><i>Contact No:</i></p>

#### **D. REPRESENTATIONS AND WARRANTIES OF THE SUB-LESSEE/ALLOTTEE/PURCHASER**

The Sub-Lessee/Allottee/Purchaser hereby represents and warrants to the Sub-Lessor/Promoter as follows:

- (i) The execution and delivery of this Agreement and the performance of his/her /its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;(ii) violate its memorandum of Association , articles of Association or bye laws or any other equivalent organizational document (if applicable) (iii) conflict with or require any consent or approval under any judgment , order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract ,instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (ii) There are no actions ,suits or proceedings existing, pending or to his/its knowledge , threatened against or affecting him /her/it before any court , arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations under or in connection with this Agreement .

- (iii) That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- (iv) His/her/its entry into this Agreement , and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or in connection with this Agreement , will constitute private and commercial acts done and performed for private and commercial purposes.
- (v) The Sub-Lessee/Allottee/Purchaser has the financial and other resources , to meet and comply with all his /her/its obligations under this Agreement , punctually and in a timely manner and that the Sub-Lessee/Allottee , has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.
- (vi) The Sub-Lessee/Allottee/Purchaser shall observe , perform and fulfil the covenants, stipulations , restrictions and obligations required to be performed by the Sub-Lessee/Allottee/Purchaser hereunder. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas ..
- (vii) The Sub-Lessee/Allottee/Purchaser agrees and confirms that the Sub-Lessor/Promoter may fix an amount as 'liquidated damages' which the Sub-Lessee/Allottee will be liable to pay if he causes any damage to the construction by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be suffered by the Sub-Lessor/Promoter. The liquidated damages is also arrived at having regard to the cost of construction , the cost of funds, raised by the Sub-Lessor/Promoter , the ability or inability of the Sub-Lessor/Promoter to again dispose of the Unit, among others. The Sub-Lessee/Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- (viii) Save and except the information /disclosure contained herein the Sub-Lessee/Allottee/Purchaser confirms and undertakes not to make any claim against Sub-Lessor/Promoter or seek cancellation of the Apartment/Unit or refund of the monies paid by the Sub-



Lessee/Allottee/Purchaser by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.

- (ix) The Sub-Lessee/Allottee/Purchaser agrees and undertakes that the Sub-Lessor/Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment and/or Car Parking space and maintenance charges to association also by concerned Authorities due to non payment by the Sub-Lessee/Allottee/Purchaser of any taxes /outgoings etc payable to the concerned Authorities .
- (x) The Sub-Lessee/Allottee/Purchaser accepts the architect's certification of Covered space ,common architecture + furniture layout + toilet layout and will not raise any issue as such.
- (xi) Sub-Lessee/Allottee/Purchaser is satisfied with flat layout, toilet, Kitchen and other lay-out and will not complain regarding design etc.
- (xii) Drainage drawing and other plans prepared by Consultants are acceptable to Sub-Lessee/Allottee/Purchaser and Sub-Lessee/Allottee/Purchaser will not raise any issues regarding the same.
- (xiii) The Sub-Lessee/Allottee/Purchaser has perused himself/herself/itself about all the rules, regulations and restrictions governing the Complex and its common purposes and undertakes and declares that he/she/it is acquiring this Flat/Unit based on the various covenants, rules, regulations and restrictions contained in this Agreement.
- (xiv) The Sub-Lessee/Allottee(s) /Purchaser is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Sub-Lessee/Allottee(s) is aware that the Sub-Lessee/Allottee(s) /Purchaser has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Sub-Lessor/Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Sub-Lessee/Allottee/Purchaser (s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961.

**36. Under Clause 1 and to be read after Clause 1.2 .1 as follows:**

1.2.2 Intimation forwarded by Sub-Lessor/Promoter to the Sub-Lessee/Allottee/Purchaser that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Sub-Lessee/Allottee/Purchaser and the Sub-Lessee/ Allottee/ Purchaser agrees to make payment accordingly. It shall not be obligatory on the part of the Developer to send reminders regarding the payment to be made by the Sub-Lessee/Allottee/Purchaser as per the payment schedule mentioned herein.

1.2.3 Where the Sub-Lessee/Allottee/Purchaser proposes to cancel/ withdraw from the Project without any fault of the Sub-Promoter then in such event the Sub-Lessee/Allottee/Purchaser shall be entitled to exercise such right of termination only if on the date when the Sub-Lessee/ Allottee/Purchaser so expresses his intent to terminate this Agreement, the Total Price(Premium) then prevailing for transfer of an Apartment, in the Project is not less than the Total Price(Premium) payable by the Sub-Lessee/Allottee/Purchaser under this Agreement.

**37. Under Clause 1.5 above and to be read in continuation thereto new sub clause (b) as under :**

(b) The Sub-Lessee/Allottee/Purchaser has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.

**38. Under Clause 1.6 new sub clauses (b) and (c) added as follows:**

(b) The Sub- Lessor/Promoter may make such minor changes, additions or alterations in the Plans as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Sub-Lessee/Allottee/Purchaser , the Sub- Lessor/Promoter will be allowed to change and for that the Sub-Lessee/Allottee/Purchaser gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Sub- Lessor/Promoter do so for the reasons to be recorded in writing and in that case consent of Sub-Lessee/Allottees is deemed to be granted.

(c) The Sub- Lessor/Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party , unless it results in structural defect. The Association of Sub-Lessee/Allottees/Purchaser shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the fixtures, equipment and machinery provided by the Sub-Lessor/Promoter, for which the Sub- Lessor/Promoter shall not be liable after handing over to the Allotees.

39 . **After Clause 1.8(ii) (a) a new Clause (ii) (b) , (c ) added as follows:**

(b) The right of the Sub-Lessee/Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Sub-Lessor/Promoter shall convey undivided variable proportionate title in the common areas to the Sub-Lessee/Allottees/Purchaser and the Proportionate user right share of the Sub-Lessee/Allottee/Purchaser in the land and also user right in the common areas and such rights shall always be variable.

(c ) The Sub- Lessor/Promoter and/or Apex Body may at its option introduce certain fees and charges for various services provided to the occupants from time to time,

40. **Under Clause 1 to be inserted after Clause 1.11 as a new Clause 1.12**

***SECURITIZATION OF TOTAL CONSIDERATION***

The Sub-Lessee/Allottee/Purchaser hereby grants his irrevocable consent to the Sub- Lessor/Promoter to securitize the total consideration and/or part thereof and the amounts receivable by the Sub- Lessor/Promoter hereunder and to assign to the banks /financial institutions the right to directly receive from the Sub-Lessee/Allottee/Purchaser the Total Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the total consideration to be paid by the Sub-Lessee/ Allottee/ Purchaser for the Unit and any payment made by the Sub-Lessee/Allottee/Purchaser to the Sub- Lessor/Promoter or the Bank or the financial institution nominated by the Sub- Lessor/Promoter in writing shall be treated as being towards fulfillment of the obligations of the Sub-Lessee/Allottee under this Agreement to the extent of such payment.

41. Under Clause 2 above and to be read in continuation thereto new sub-clause (ii) (iii),(iv) and (v) as under:

(ii) In the event of the Sub-Lessee/Allottee/Purchaser obtaining any financial assistance and/or housing loan from any bank/ financial institution the Sub-Lessor/Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Sub-Lessee/Allottee/Purchaser and the Bank/ financial institution, **SUBJECT HOWEVER** the Sub-Lessor/Promoter being assured of all amounts being receivable for Lease and transfer of the Apartment and until all amounts payable hereunder have not been paid , the Promoter shall have a lien on the Unit to which the Sub-Lessee/Allottee/Purchaser has no objection and hereby waives his right to raise any objection in that regard, and in no event the Sub- Lessor/Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Sub-Lessee/Allottee/Purchaser from such bank/ Financial Institution.

(iii)The Sub-Lessee/Allottee/Purchaser hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding , the Sub- Lessor/Promoter subject to the terms hereof , shall not sell, , transfer , let out and /or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Sub- Lessor/Promoter and/or the relevant banks/financial Institutions which have advanced the loan . The Promoter shall not be liable for any of the acts of omission or commission of the Sub-Lessee/Allottee/Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Sub-Lessee/Allottee/Purchaser to inform the Apex Association about the lien/charge of such banks/financial institution and the Sub-Lessor/Promoter shall not be responsible for the same in any manner whatsoever.

(iv) Notwithstanding any arrangement between the Sub-Lessee/Allottee(s) /Purchaser and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.

(v) The Sub-Lessee/Allottee/Purchaser indemnifies and hereby agrees to keep indemnified the Sub- Lessor/Promoter and its successors and assigns from and against all claims costs charges expenses damages and losses which the Sub- Lessor/Promoter and its successors and assigns may suffer or incur by reason of any action that any Bank /financial institution may initiate on account of the Loan or for the recovery of loan or any part thereof or on account of any breach by the Sub-Lessee/Allottee of the terms and conditions governing the Loan.

**42. Under Clause 4 above and to be read in continuation thereto new Clauses 4.1 (a) , to (e) as under:**

It is clarified that the Sub-Lessee/Allottee/Purchaser accords his/her/its irrevocable consent to the Sub- Lessor/Promoter to appropriate any payment made by him/her/it , notwithstanding any communication to the contrary , in the following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Sub-Lessee/Allottee/Purchaser Rs.2000/- for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Sub-Lessee/Allottee/Purchaser e and consequential actions required that were required to be taken by the Sub-Lessor/Promoter; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement.

Under any circumstances and except in the manner as aforesaid , no express intimation or communication by the Sub-Lessee/Allottee/Purchaser, with regard to the order of appropriation of the payments shall be acceptable to the Promoter.

- (e) In addition to the Interest, in case of every instance of delayed payment either party shall be entitled to recover from the other party who is responsible for the delayed payment , all costs associated with the administrative actions related to follow-up and recovery of such delayed payment . .

**43. Under Clause 5 above and to be read in continuation thereto new Clauses (ii) , (iii) & (iv) as under:**

(ii) If the Sub- Lessor/Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy

Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

Similarly, the Sub-Lessee/Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of stage-wise construction by the Promoter as provided in Schedule C ("Payment Plan").

**(iii)** In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Sub-Lessee/Allottee/Purchaser for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Sub-Lessee/Allottee/Purchaser would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of **Rs. 5,000/-** (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Sub-Lessee/Allottee/Purchaser comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Sub- Lessor/Promoter has no obligation to return the original dishonoured cheque.

**(iv)** In case payment is made by any third party on behalf of Sub-Lessee/Allottee/Purchaser, the Sub- Lessor/Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Sub-Lessee/Allottee/Purchaser and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Sub- Lessor/Promoter shall issue the payment receipts in the name of the Sub-Lessee/Allottee only subject to confirmation in writing by the third party that payment has been made by him on his behalf.

**44. Under Clause 6 above and to be read in continuation thereto following new Clauses (ii) to (x):**

**(ii)** The Sub- Lessor/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is more and Sub-Lessor/Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as

incentive FSI by implementing various scheme as mentioned /to be mentioned or amended in the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Sub-Lessee/Allottee/Purchaser has agreed to purchase the Apartment, based on the proposed construction and grant of Lease of Apartment, to be carried out by the Sub- Lessor/Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Sub- Lessor/Promoter only. If any FAR remains unutilized in the earlier phases, the Sub- Lessor/Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion .

Subject to the terms that the Sub- Lessor/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 Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors , .that too if possible before giving possession to the Sub-Lessee/Allottee/Purchaser and also within Scheduled time of delivery.

**(iii)** The Sub- Lessor/Promoter has agreements with all the contractors for five years warranty /Guarantee for defects and Sub-Lessee/Allottee/Purchaser (s) will be required to get the services from them directly for any structural or other defect . The contact details of all of them will be given to the Sub-Lessee/Allottee/Purchaser at the time of possession. Their details will also be available with the Facility Management team/Federation can get the job done through Facility Management /Association also. In case the above efforts fail the Sub-Lessee/Allottee/Purchaser can get in touch with the Promoter for rectifying the defect.

**(iv)** The Sub-Lessor/Promoter has applied for and obtained various approvals for the development of the buildings. The key approvals are set out hereunder from the concerned authorities for commencement of construction.

(a) Provisional Fire NOC has been accorded by the Office of The Director General West Bengal Fire and Emergency Services vide No.

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(b) The Airport Authority of India has also granted NOC for height clearance for the Project vide seven separate Noc's for all the seven towers all dated 03.02.2023 .

(c) Environmental Clearance from the department concerned has been obtained for the Project by their Memo No. \_\_\_\_\_.

(v) Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI,, the Sub-Lessee/Allottee/Purchaser agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Promoter can use the FAR only if in this project/phase , lay-out is not materially affected which means that Promoter can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in lay-out will be permitted in this project/phase but can change the lay-out vertically and horizontally both in other phases/projects of the Housing Complex.

Further the Sub-Lessee/Allottee/Purchaser agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

(vi) The Sub-Lessee/Allottee/Purchaser acknowledges that in the event of such changes being undertaken , the Sub-Lessee/Allottee/Purchaser agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share (**user right**) in the common parts and portions.

(vii) The Sub- Lessor/Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the phase/project as per Annex – A and so far as the Sub-Lessee/Allottee/Purchaser's Apartment, is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Sanctioning Authorities/ Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Plan of the Apartment, agreed to be purchased by the Sub-Lessee/Allottee/Purchaser is annexed hereto and marked Annex-E

(viii) Besides the Additional FAR/FSI as stated above the Sub-Lessor/Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plans under



applicable laws, rules and regulations wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Sub-Lessee/Allottee/Purchaser (s) hereby give consent to the Sub- Lessor/Promoter that the Sub- Lessor/Promoter shall have full right , title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available even after the Indenture of Sub-Lease of the Apartment, has been executed. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the Completed phases are concerned they are already constructed and no extension will be permitted except rise in floor and in respect of present project under construction out of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks subject to timely delivery by Sub- Lessor/Promoter. In future phases it can be utilized in the manner the Sub-Lessor/Promoter decides. The Sub-Lessee/Allottee/Purchaser is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Sub- Lessor/Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Sub-Lessor/Promoter shall enter into an irrevocable ~~License~~ agreement with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association .

**(ix)** The Sub- Lessor/Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period. All the unit/s/premises/apartments may not be constructed simultaneously. The Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as may be decided by the Sub-Lessor/Promoter.

**(x)** After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Sub- Lessor/Promoter of the land comprised in the subsequent projects/phases is found to be defective the Sub- Lessor/Promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Housing Complex

and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Sub-Lessee/Allottee/Purchaser and also delivery within the committed time.

**45.Under Clause 7.1 above and to be read in continuation thereto following new Clauses (ii) and (iii) added:**

(ii) The right of the Sub-Lessee/Allottee shall remain restricted to the respective Apartment, and the Sub-Lessee/Allottee/Purchaser shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment, or space and/or any other portions of the project or complex

(iii) The Sub-Lessor/Promoter has provided to the Sub-Lessee/Allottee/Purchaser a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule upto completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works but the Sub-Lessor/Promoter knows there will definitely be delays in the timelines provided and in some cases it can finish early also but the Promoter assures the Sub-Lessee/Allottee/Purchaser that the Project will be completed within the 'Completion date' provided herein/in Clause 7.1 (i) above and accordingly tentative dates are mentioned in the payment plan.

**46.Under Clause 7.2 sub-clauses (i) and (ii) above and to be read in continuation thereto sub-clause (iii) to (viii) added as follows:**

**(iii) Possession/Possession for Fit-Out:** In case the Sub-Lessee/Allottee/Purchaser seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion Certificate (or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Sub-Lessee/Allottee/Purchaser will not be entitled to use the Apartment, till Occupation /Completion Certificate is received and Indenture of Sub-Lease is executed. The Sub-Lessee/Allottee/Purchaser will have to abide by the Fit-Out rules as provided in SCHEDULE -M hereunder at all times.

**(iv) DEEMED POSSESSION**

It is understood by the Sub-Lessee/Allottee that even if the Sub-Lessee/Allottee/Purchaser fails to take possession of the Apartment, within the date such possession is offered by the Sub-Lessor/Promoter, the Sub-Lessee/Allottee/Purchaser shall be deemed to have taken possession on the **15<sup>th</sup> day** from the date of such notice which date, for all purposes and irrespective of the actual date when the Sub-Lessee/Allottee/Purchaser takes physical possession of the Apartment, will be the deemed possession date ("Possession Date").

On and from the Possession Date:

- (a) The Apartment shall be at the sole risk and cost of the Sub-Lessee/Allottee/Purchaser and the Sub-Lessor/Promoter shall have no liability or concern thereof;
- (b) The Sub-Lessee/Allottee/Purchaser shall pay to the Sub-Lessor/Promoter, the Association or the Facility Manager, as the case may be, within 15(fifteen) days of the demand by the Sub-Lessor/Promoter, the Security Deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Unit or the Building.
- (c) The Sub-Lessee/Allottee/Purchaser shall become compulsorily liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the deemed Possession Date regardless of whether the Sub-Lessee/Allottee/Purchaser uses some of the facilities or not/taken physical possession or not .;
- (d) The Sub-Lessee/Allottee/Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever regardless of whether the Sub-Lessee/Allottee/Purchaser uses some of the facilities or not and in the event of any default the Sub-Lessee/Allottee/Purchaser shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Sub-Lessee/Allottees/Purchaser shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Sub-Lessor/Promoter/Association as the case may be, shall be entitled to take the following measures and the Sub-Lessee/Allottee/Purchaser hereby consents to the same:

- (a) to the discontinuance of services;
- (b) to be restricted from enjoyment of club facilities;

- (c) to be restricted from use of transport facility i.e Bus and winger facility;
- (d) to be restricted from the supply of garbage bags and collection of the same.
- (e) to be restricted from availing power back-up facility;
- (f) to be restricted from availing electro mechanical services i.e Electrician , Plumber, Intercom Services;
- (g) to be prevented from giving his Flat on Leave & License or Tenancy;
- (h) to be prevented from Booking of Community Hall/Banquet Hall;
- (i) to be restricted from being a Committee member;
- (j) to be subjected to restrictions on entry to servants.
- (k) to be prevented from usage of the lift and to be prevented from the usage of the common facilities and amenities by the Sub-Lessee/Allottee and also all persons claiming through him or her

Further, if Maintenance Charges of the Sub-Lessee/Allottee remains outstanding any complaint made by the Sub-Lessee/Allottee shall not be attended to by the Promoter

- (v) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Sub-Lessee/Allottee/Purchaser proportionate to his interest therein and those relating only to the Apartment shall be borne solely and exclusively by the Sub-Lessee/Allottee/Purchaser with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges , Extras and Deposits as per the terms of Lease and provided in this Agreement are mutually fixed and non-negotiable and Sub-Lessee/Allottees/Purchaser will not raise any issues in future in this regard and the Sub-Lessor/Promoter and the Sub-Lessee/Allottee/Purchaser agree not to dispute the same.
- (vi) The Sub-Lessee/Allottee/Purchaser shall become liable to pay interest on defaults and guarding charges on and from Deemed possession. The Sub-Lessor/Promoter's time line for defect liability shall be counted from deemed Possession.

(vii) The Sub-Lessee/Allottee/Purchaser is also liable to pay all other expenses necessary and incidental to the management and maintenance of the Project based on actual based on actuals which may not appear to be justified in the eyes of the unit holders .

**(viii) Schedule for possession of the Common Amenities:** The Sub-Lessor/Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the phases on the said land . The Sub-Lessor/Promoter assures to hand over possession of the said common amenities progressively on completion of each phase. The Sub-Lessee/Allottee/Purchaser herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment, on the ground of non completion of aforesaid common amenities if the said Apartment, has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Sub-Lessor/Promoter is not allowed by the Sub-Lessee/Allottee/Purchaser or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Sub-Lessor/Promoter and the Sub-Lessee/Allottee shall be liable to indemnify the Sub-Lessor/Promoter for any losses which the Sub-Lessor/Promoter may suffer for such acts of the Sub-Lessee/Allottee/Purchaser. From the date of Notice of Possession the Sub-Lessee/Allottee/Purchaser shall become liable to pay Property tax and/or after 15 days of the notice of possession of the Apartment, the Sub-Lessee/Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area /Built-up area of the Apartment) of common expenses and outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, and after 90 days to start payment of Maintenance charges including insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project /entire housing complex land and buildings. The amounts so paid and/or Deposits made on this account to the Sub-Lessor/Promoter shall not carry any interest and such Deposit shall remain with the Sub-Lessor/Promoter and the same shall be handed over to the Apex body/Federation on completion of the entire Housing Complex after deducting Maintenance Charges incurred by the Sub-Lessor/Promoter in that account and also showing the outstanding dues of the residents..

**47. Under Clause 7.3 above and to be read in continuation thereto sub-clauses (ii) and (iii) as under:**

(ii) The Sub-Lessee/Allottee/Purchaser must not fail to take actual physical possession of the Apartment, within a period of not more than 15 days from the date of **Notice of possession** failing which the Sub-Lessee/Allottee/Purchaser shall become liable to pay the Guarding Charges amounting to 0.2%(Zero point two percent) of total value of the Unit **per month** and all other losses suffered on this account. The Sub-Lessee/Allottee/Purchaser shall be liable to bear and pay and/or contribute proportionately of the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building/s for the Apartment, **3 months** from the date of Notice of possession. Physical possession of the Apartment, shall be withheld if all dues are not cleared by the Sub-Lessee/Allottee/Purchaser. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Sub-Lessee/Allottee/Purchaser under any circumstances cannot avoid payment of the same on the ground that physical possession was not taken.

(iii) It is hereby agreed by the Parties that upon receipt of CC for the said Apartment/Unit, the Sub-Lessee/Allottee/Purchaser shall not be entitled to terminate this Agreement. Further if the Sub-Lessee/Allottee/Purchaser fails or neglects to take possession of the Apartment/Unit within the aforementioned time then the Sub-Lessor/Promoter shall also be entitled alongwith other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration alongwith interest on default in payment of instalments (if any), applicable taxes and any other administrative charges /amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Sub-Lessee/Allottee/Purchaser has opted for subvention plan).

**(48) Under Clause 7.5 above and to be read in continuation thereto sub-clauses (ii), to (viii) as under:**

(ii) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh Lease of the Row House/Town House/Apartment, to another buyer and the Purchase Price of the Allottee if the current Sale/Lease Price is less than the Purchase Price. The balance

amount of money to be paid to the Allottee after the aforesaid deductions shall subject to clause 7.5(iii) below be returned by the promoter to the Allottee after selling the Unit to a new Allottee within 45 days of such cancellation. Once the said flat is resold to any other allottee and subject to allottee executing necessary document for revocation of the Lease Agreement executed by him/her with the Promoter for allotment/purchase of flat and pay/borne all cost for execution and registration of that revocation document.

(iii) The following further amounts shall also be forfeited:

(a) Total interest accrued on account of the delay/ default in payment of any Installments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;

(b) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Sub-Lessee/Allottee(s) under this Application/ Agreement

(c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature,

(d) All amounts equivalent to any subvention cost (if the Sub-Lessee/Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card white goods (inclusive of taxes) etc. granted to the Sub-Lessee/Allottee(s) by the Sub-Lessor/Promoter in respect of the booking of the Sub-Lessee/Allottee(s) irrespective of whether such benefits have been utilized by the Sub-Lessee/Allottee(s) until the date of cancellation of the said Unit;

(e) All amounts (including taxes) paid of payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allotter(s),

(f) All outgoings, deposit and other charges as specified in Schedule C paid/ to be paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apes Organisation (as may be applicable)

(g) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit

(iv) Where the Sub-Lessee/Allottee/Purchaser proposes to cancel/withdraw from the Project without any fault of the Sub-Lessor/Promoter then in such event the Sub-Lessee/Allottee/Purchaser shall be entitled to exercise such right of termination only if on the date when the Sub-Lessee/Allottee/Purchaser so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of the Apartment, in the Project is not less than the Total Price payable by the Sub-Lessee/Allottee/Purchaser under this Agreement.

(v) The Sub-Lessee/Allottee/Purchaser is aware that various Sub-Lessee/Allottees/Purchaser have chosen to buy units(s) in the Complex with the assurance that the conduct of all the users of the Complex shall be appropriate and in line with high standards of social behavior .

Similarly the Sub-Lessor/Promoter has agreed to lease out the Units to Sub-Lessee/Allottees/Purchaser on the premise that the Sub-Lessee/Allottee/Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation or bring disrepute to or cause nuisance to any of the other Sub-Lessee/Allottees . Any Sub-Lessee/Allottee/Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

(vi) The Promoter shall have the right to terminate this Agreement only in the following circumstances:

(a) **Non-payment** : If Sub-Lessee/Allottee/Purchaser is in default of any of his/her/its obligations under this Agreement including(not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination .

(b) **Attempt to Defame**: The Sub-Lessee/Allottee/Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoter or its representatives and in such cases the Promoter shall without prejudice to any other rights or remedies available in law, have the



option to terminate this Agreement sending the Notice of Termination.

(vii) Upon cancellation or termination of this Agreement in accordance with the terms hereof, this Agreement shall stand cancelled /terminated automatically without any further act from the Sub-Lessee/Allottee/Purchaser and the Sub-Lessee/Allottee/Purchaser shall have no right, title and/or interest on the said Unit or the Project land or any part or portion thereof, and the Sub-Lessee/Allottee/Purchaser shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.

(viii) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever, the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar, as and when intimated by the Promoter, at the Sub-Lessee/Allottee/Purchaser's cost and expenses. In the event the Sub-Lessee/Allottee/Purchaser fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever, the Sub-Lessee/Allottee/Purchaser shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the total price as damages. In such event the Sub-Lessee/Allottee/Purchaser hereby agrees that the Promoter shall have the right to forfeit an additional amount equivalent to such damages, prior to making refund /return to the Sub-Lessee/Allottee /Purchaser under this Agreement. The Sub-Lessee/Allottee/Purchaser hereby agrees to do all such acts or execute all such other documents, including but not limited to, executing and registering powers of attorney in favor of the Promoter or its nominee in such form or in such manner as the Promoter may specify, at the cost and expense of the Sub-Lessee/Allottee/Purchaser.

**(49) Under Clause 7.6 above and to be read in continuation thereto sub clauses (b),(c),(d),(e), (f) and (g) as under:**

(b) If any part or portion of the Phase is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee/Purchaser (s) affected by such discontinuation or abandonment will have no right of interest and compensation from Sub-Lessor/Promoter. The Sub-Lessor/Promoter will however refund all the money received from the Sub-Lessee/Allottee/Purchaser (s).

(c) if due to any act, default or omission on the part of the Sub-Lessee/Allottee/Purchaser, the Sub-Lessor/Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartment in the Project or Complex then and in that event without prejudice to the Sub-Lessor/Promoter's such other rights the Sub-Lessee/Allottee/Purchaser shall be liable to compensate and also indemnify the Sub-Lessor/Promoter for all loss, damage, costs including marketing cost also, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

(d) Compensation for delay shall not be paid in the following events:

(i) For delay caused due to reasons beyond the control of the Promoter and/or its agents and/or any force majeure

(ii) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said unit.

(e) If the schedule of stage-wise construction as contemplated herein is delayed, the Sub-Lessee/Allottee/Purchaser shall make payment of the installment due thereon only upon completion of such construction. The Sub-Lessee/Allottee/Purchaser undertakes that in the event the Sub-Lessor/Promoter completes a stage of construction earlier than scheduled in that case, the Sub-Lessee/Allottee/Purchaser shall forthwith make payment without hesitation and objection. Sub-Lessee/Allottee/Purchaser clearly agreed and understood that the payment obligations of the Sub-Lessee/Allottee/Purchaser is linked inter-alia to the progress of construction and it is not a time linked plan. Sub-Lessee/Allottee/Purchaser appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Sub-Lessee/Allottee/Purchaser to pay the installments on time as per the prescribed payment schedule, the Sub-Lessor/Promoter will become entitled to terminate the allotment. Conversely if the Sub-Lessor/Promoter does not deliver on time, the Sub-Lessor/Promoter will be liable to be penalised as described in Clause 7.6 above .

(f) It is hereby clarified and recorded that the marketing agent(s) appointed by the Sub-Lessor/Promoter for selling / marketing of the flats / spaces in this project shall not have any responsibility towards buyers of flats / spaces nor there shall be any claim by the Sub-Lessee/Allottee/Purchasers of Apartment / spaces of this project(Sub-

Lessee/Allottees/Purchaser) against the marketing agent(s) regarding any matter relating to Lease / transfer of the flats / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.

(g) The Sub-Lessor/Promoter will not, at its sole discretion, entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Sub-Lessee/Allottee/Purchaser desires (with prior written permission of the Sub-Lessor/Promoter to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Sub-Lessee/Allottee/Purchaser has made full payment according to the terms of payment, at its sole discretion, the Sub-Lessor/Promoter may subject to receipt of full payment allow any Sub-Lessee/Allottee/Purchaser access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Sub-Lessee/Allottees/Purchaser provided that such access will be availed in accordance with such instructions of the Sub-Lessor/Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefor.

**(50) In Clause 9.3 above after sub clause (ii) to add (iii):..:**

(iii) in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh Lease of the Apartment, to another buyer and the Purchase Price of the Sub-Lessee/Allottee/Purchaser if the current Lease Price is less than the Purchase Price. The ultimate balance amount of money refundable shall be returned by the Promoter to the Sub-Lessee/Allottee/Purchaser within 45 (forty-five) days of such cancellation/ Lease of apartment whichever is later and this Agreement shall thereupon stand terminated.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Sub-Lessee/Allottee/Purchaser shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**(51) Under Clause 10 above and to be read in continuation thereto sub-clauses (ii), (iii), (iv), (v) as under:**

**(ii)** The Allotment is personal and the Sub-Lessee/Allottee shall not be entitled to transfer, let out, alienate the Apartment, without the consent in writing of the Sub-Lessor/Promoter PROVIDED HOWEVER the entire premium and other amounts have been paid and the registered Lease has been executed, the Sub-Lessee/Allottee shall be entitled to let out, assign and mortgage and/or deal with the Apartment with the prior consent in writing of the Principal Lessor/Sub-lessor. All the provisions contained in the Principal Lease and the obligations arising hereunder shall equally be applicable to and enforceable against any subsequent Sub-Lessee/Allottees/Purchaser of the Apartment in case of a transfer, as the said obligations go along with the Apartment, for all intents and purposes.

**(iii) NOMINATION;** If prior to execution of the Indenture of Lease, the Sub-Lessee/Allottee/Purchaser (s) nominates his/their booked Apartment, unto and in favor of any other person or persons in his/her/their place and stead, the Sub-Lessee/Allottee/Purchaser may do so after first notifying the Sub-Lessor/Promoter about his intention and disclose the proposed transferees details and obtain the permission of the Sub-Lessor/Promoter after payment of 2% of the value of the Apartment. However the Sub-Lessee/Allottee/Purchasers shall not be entitled to transfer/assign his/her/their Leasehold interest in the Apartment in favor of any third party unless (i) 50(Fifty) percent ) of the consideration has already been paid and (ii) a term of 24 months have elapsed from the date of issuance of Booking letter whichever is later. Upon nomination , the Transferee will be compulsorily required to register the Agreement for Lease /nomination agreement.

Provided that if the nomination takes place after the registration of the Agreement for Lease by the first Sub-Lessee/Allottee(i.e Transferor), nomination shall be permitted simultaneous with the execution and registration of the Cancellation/Nomination Agreement and all charges and expenses relating to which shall be borne by the Sub-Lessee/Allottee/Purchaser.

In case of nomination, the property taxes leviable by the municipal authorities with regard to the Unit from the date of CC / Partial CC shall be paid by the Transferee only.

Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only. If any Maintenance charges or any other charges which

was payable by the Transferor remains pending/outstanding same shall be paid by the Transferee only.

(iv) The Sub-Lessee/Allottee/Purchaser shall pay a sum calculated @ 2% of the Total Price (Premium) or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Sub-Lessor/Promoter. Any additional income tax liability that may become payable by the Sub-Lessor/Promoter due to nomination by the Sub-Lessee/Allottee/Purchaser because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Sub-Lessee/Allottee/Purchaser paying to the Sub-Lessor/Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Sub-Lessee/Allottee on or before nomination. The Sub-Lessee/Allottee(s) /Purchaser shall not assign, transfer, lease, alienate, gift or part with possession of the said Unit, without taking 'No Dues Certificate' from Sub-Lessor/Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

(v) The Sub-Lessor/Promoter shall, within three months of registration of the Federation/apex body of the Societies or Apartment Owners Association, as aforesaid after obtaining completion certificate of the last phase shall cause to be assigned to the Federation/apex body/Maintenance body all the right title and the interest of the Promoter and/or the Sub-Lessor in the Project Land on which the Building with multiple wings are constructed.

**(52) Under Clause 11 above and to be read in continuation thereto sub-clauses (ii),(iii), (iv), (v) and (vi) A, B,C,D AND E added:**

(ii) The CAM Charges shall not include (i) cost associated with diesel (or any other fuel), consumption and electricity /HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actual and (ii) Property Taxes.

(iii) Besides payment of the Maintenance charges fixed by the Sub-Lessor/Promoter at actual, the Allotees shall also pay any service charges fixed by the Sub-Lessor/Promoter and/or the Association payable to the Facility Management Company.

(iv) The Apex Association may appoint a Facility Management Company which may be extended for further terms .

(v) The Sub-Lessee/Allottee agrees and undertakes to cause the Apex Association to be bound by the rules and regulations that may be framed by the FMC

**(vi) ADDITIONS OR REPLACEMENTS**

**(A)** As and when any plant and machinery, including but not limited to, dg sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment, acquirers in the project on pro-rata basis as specified by the the promoter and upon completion the association and handing over to Association, shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Sub-Lessee/Allottee/Purchaser agrees to abide by the same.

**(B)** The Municipal tax cess and charges, Lease Rent from date of CC shall become payable by the Sub-Lessee/Allottee immediately on possession or deemed possession.

**(C)** From the end of 3 (three) months from the notice of possession the Sub-Lessee/Allottee shall be liable and pay regularly and punctually the proportionate share of maintenance charges;

**(D)** Till such time Units are separately assessed, Property Tax as determined from time to time ,based on estimate shall be borne and paid by the Sub-Lessee/Allottee/Purchaser. The said amount shall be paid by the Sub-Lessee/Allottee/Purchaser within 7(seven) days from demand based on the estimate provided by the Sub-Lessor/Promoter.

The Sub-Lessee/Allottee/Purchaser undertakes to make payment of the estimated Property Tax simultaneously with the CAM Charges becoming payable as per the terms stated herein.

(i) In the event of any shortfall between the amount deposited by the Sub-Lessee/Allottee/Purchaser and the actual amount (shortfall amount) the Promoter/Facility Manager shall inform the Sub-Lessee/Allottee/Purchaser and the

Sub-Lessee/Allottee/Purchaser shall be liable to pay the same within 7(seven) days of receipt of intimation from the Promoter/Facility Manager failing which the Sub-Lessee/Allottee shall be liable to pay interest as levied by the local Authorities together with late payment charges alongwith such part of the shortfall amount remaining unpaid. The Promoter shall not be responsible for such penalty/delay/action on account of shortfall amount and the same shall be entirely on account of Sub-Lessee/Allottees.

- (ii) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities , the same shall be handed over to the Apex body at the time of handover of the common purposes to the Apex body.
- (iii) If Property Tax demand comes directly in the name of the Sub-Lessee/Allottee/Purchaser, the amount paid by the Sub-Lessee/Allottee/Purchaser shall be refunded to the Sub-Lessee/Allottee/Purchaser within 15(fifteen) days of the Sub-Lessor/Promoter being informed by the Sub-Lessee/Allottee/Purchaser that such demand has been raised.
- (iv) In the event Association/Apex body is formed but there is /are unsold units that are not leased out by the Promoter , in that event till such time those units are leased out the Property tax for these unsold units shall be payable by the Promoter as charged by the Competent Authority .
- (v) The Sub-Lessee/Allottee/Purchaser shall not withhold payment of the same on any account whatsoever.
- (vi) In the event of any default in payment of the Maintenance Charges the Sub-Lessee/Allottee/Purchaser shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Sub-Lessee/Allottee/Purchaser shall be deemed to have consented .

- (a) to the discontinuance of services;
- (b) to be restricted from enjoyment of club facilities;

- (c) to be restricted from use of transport facility i.e Bus and winger facility;
  - (d) to be restricted from supply of garbage bags and collection of the same.
  - (e) to be restricted from Power back-up facility;
  - (f) to be restricted from Electro mechanical services i.e Electrician , Plumber, Intercom Services;
  - (g) to be prevented from giving his Flat Leave & License or Tenancy;
  - (h) to be prevented from Booking of Community Hall/Banquet Hall;
  - (i) to be restricted from being a Committee member;
  - (j) to be subjected to Restrictions on entry to servants.
  - (k) to be prevented from usage of the lift and prevent usage of the common facilities and amenities and/or by Sub-Lessee/Allottee /Purchaser and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Sub-Lessee/Allottee/Purchaser assuring not to make such defaults in future.
- (vii) The Sub-Lessee/Allottee/Purchaser will not be permitted to use any of the facilities and/or utilities in the Complex in case the Sub-Lessee/Allottee/Purchaser breaches any of the provisions herein till such time the breach continues.
- (viii) Sub-Lessor/Promoter or the Association shall become entitled to all rents accruing from such Apartment, if the Apartment, has been let out and/or is under tenancy and/or lease.



- (ix) The Sub-Lessee/Allottee/Purchaser shall not lease out, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
  - (x) Any Lease/transfer of the Unit after this time shall require written approval from the Apex body (and till such time that the Apex body is formed, the Sub-Lessor/Promoter ) and payment of administrative charges as communicated by the Sub-Lessor/Promoter or Apex body (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines by laws and/or objectives set out in the Principal Lease. Any document for transfer/lease etc. which is entered into by the Sub-Lessee/Allottee/Purchaser (s) with any prospective transferee, without obtaining written approval of the Sub-Lessor/Promoter), shall not be valid.
  - (xi) In the event of Lease and transfer of the Apartment, the Sub-Lessor/Promoter will have first charge and/or lien over the Lease proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted and will be treated as illegal and void transfer.
- (E) The Sub-Lessor/Promoter or the Association will evolve a scheme whereby 20% of the Common Area Maintenance Charge is additionally levied on the Unit Owners every month which will be separately kept maintained as '**Sinking Fund**'. The sinking fund will be used for undertaking major capital and/or renovation expenses related to the building and its common areas and amenities; Repair or Replacement of any equipment/asset; Repair of Building/Complex; Painting and repair of structures (interval of every five years) and **Insurance** etc.

(53) **Under Clause 12 above and to be read in continuation thereto under (A) sub-clauses (ii), (iii) , (iv) , (B) added:**

(A) (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Sub-Lessee/Allottee/Purchaser, without first notifying the Sub-Lessor/Promoter and without giving the Sub-Lessor/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, , alters the state and condition of the area of the purported defect, then the Sub-Lessor/Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

(iii) the Sub-Lessor/Promoter shall not be liable in case of the following

- a) Structural defects caused or attributable to the Sub-Lessee/Allottee/Purchaser (s) including by carrying out structural or architectural changes from the original design attributes, demolition dismantling, making openings, removing or re-sizing the original structural framework. putting excess or heavy loads or using the premises other than for its intended purpose
- b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- c) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
- d) Structural defects induced by Force Majeure situations, such as war, flood, act of God. explosions of any kind by terrorist etc.
- e) Structural defects occurring in the Unit or unit that has undergone civil renovations.

In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Sub-Lessor/Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Sub-Lessee/Allottee/Purchaser(s) and the Sub-Lessee/Allottee/Purchaser (s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

f) equipments(including but not limited to lifts, generators, motors, STP, transformers and gym equipment) which carry manufacturers guarantee for a limited period.

g) fittings relating to plumbing sanitary, electrical, hardware etc having natural wear and tear.

h) on account of any act or omission on the part of the Sub-Lessee/Allottee /Purchaser or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.

i) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

The Sub-Lessor/Promoter shall obtain all such insurances, including but not limited to insurance of this Project including land and the cost of such Insurance shall form part of the common expenses proportionate share whereof shall be borne by the Sub-Lessee/Allottees/Purchaser. After expiry of the Insurance the Association of Apartment Owners shall be responsible for renewing the same.

(iv) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Sub-Lessee/Allottee/Purchaser (s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Sub-Lessee/Allottee/Purchaser of Apartments should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first **five years** and thereafter. In case non-payment of maintenance charges by the Sub-Lessee/Allottee/Purchaser and there being discontinuation of proper maintenance in that event the Sub-Lessor/Promoter should not be held as liable as default on its part under this clause. If any dues including Maintenance Charges remain outstanding Promoter will not entertain any complaint regarding defects.

Provided that where the manufacturer warranty as shown by the Promoter to the Sub-Lessee/Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the Sub-Lessee/Allottees/Purchaser, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment, s and the

Common project amenities wherever applicable. The Sub-Lessee/Allottee has been made aware and the Sub-Lessee/Allottee/Purchaser expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Sub-Lessee/Allottee/Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built keeping in mind the aforesaid agreed clauses of this Agreement.

**(B) RIGHT OF SUB-LESSEE/ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

(i) The Sub-Lessee/Allottee/Purchaser hereby agrees to acquire the lease of the Apartment, on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the **Association of Apartment Owners**(Sub-Lessee/Allottees/Purchaser) or the maintenance agency appointed by it and performance by the Sub-Lessee/Allottee/Purchaser of all his/ her obligations in respect of the terms and conditions specified by the Sub-Lessor/Promoter or the Association of Flat Owners from time to time.

(ii)The Common areas can be used for jogging, playing, visitor's parking (on wide road and in house road for drop off /temporary parking) as may be decided by the Sub-Lessor/Promoter.

(iii)Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, **(II)** Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Sub-Lessee/Allottee **(IV)** the elevation and the exterior of the Block **(V)** Storage areas (VI) Basement not meant for Common Use (VII) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- H** hereunder. The excluded and reserved areas shall never be claimed by the Sub-Lessee/Allottee/Purchaser to be a part of the Common Portions and the Sub-Lessor/Promoter shall be entitled to make construction , addition or

alteration in accordance with law and to use and connect all common installations facilities and utilities :

(iv) **The Sub-Lessor/Promoter has the right-**

- a) To grant the right or facility of open (dependent/independent) /covered (dependent/Independent) / stilt (dependent/Independent) /mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Sub-Lessee/Allottee/Purchaser in the land and/or in the common areas or facilities shall stand varied accordingly. All the Sub-Lessee/Allottees shall be deemed to have given their consent to such construction by Sub-Lessor/Promoter
- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.

- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Lessee and the same shall not form part of Common Area.
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) .
- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion of land thereof.
- i) Since the entire Housing Complex is being developed phase-wise, after this phase is completed and handed over, the Promoter shall grant unto the Sub-Lessee/Allottees/Purchaser and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
- j) The Sub-Lessor/Promoter will have the liberty to change the direction of infrastructure services to utilize areas in adjoining phases/projects.

(54) **Under Clause 13 above and to be read in continuation thereto as sub clause (ii)**

(ii)After the possession the Sub-Lessee/Allottee/Purchaser (s) shall permit and shall be deemed to have granted a license to the Sub-Lessor/Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in the behalf and also for repairing of any part of the Building. This still be also for the purpose of repairing maintaining rebuilding cleaning, structural strengthening: lighting and keeping in other all services drains, pipes, cables, water courses gutters wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Sub-Lessee/Allottee/Purchaser (s) has/have failed to effect repairs

despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Sub-Lessee/Allottee/Purchaser (s). However, in case of exigency situations like fire short circuits leakages on the floor above or below etc the Sub-Lessee/Allottee/Purchaser (s) authorize/s the Promoter and/or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats and Project. In such a case the **Sub-Lessor/Promoter** and/or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Sub-Lessee/Allottee/Purchaser (s) an account of entry to the Unit as aforesaid.

**(55) Under Clause 15 above and to be read in continuation thereto sub-clauses from 15.4 to 15.17 added:**

15.4 Internal wiring for electrification will be provided for each Apartment . However, the Sub-Lessee/Allottee/Purchaser (s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment, . The Sub-Lessee/Allottee/Purchaser (s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .

15.5 To carry out at his own cost all internal repairs to the said Apartment, and maintain the Apartment, in the same condition, state and order in which it was delivered by the Promoter to the Sub-Lessee/Allottee/Purchaser and shall not do or suffer to be done anything in or to the building or to the Apartment, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Sub-Lessee/Allottee/Purchaser committing any act in contravention of the above provision, the Sub-Lessee/Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the Apartment, or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment, or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated

and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment and not to change the location of the plumbing or electrical lines without the prior written permission of the **Sub-Lessor/Promoter**

#### 15.6 **CABLE/ BROADBAND/ TELEPHONE CONNECTION:**

Provisions had been made only for one or more service providers as selected by the Sub-Lessor/Promoter for providing the services of cable, broadband, telephone etc. The Sub-Lessee/Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Sub-Lessee/Allottee shall be entitled to avail the cable connection/Cable Provision only facilities of the designated service providers.

15.7 The Sub-Lessee/Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units . A set of **RULES, REGULATIONS AND RESTRICTIONS** are listed in **Schedule - I** hereto which may be amended and/or changed by the Mother/Apex Association/Promoter any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Sub-Lessor/Promoter /Association or in a proper case by an aggrieved Apartment Owner. The Sub-Lessee/Allottee/Purchaser shall indemnify and keep indemnified the Sub-Lessor/Promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the Sub-Lessee/Allottee.

15.8 **Name of the Project/Building(s)/Wing(s)/Phase :** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project "**TOWN SQUARE**" or as decided by the Sub-Lessor/Promoter who



will also have the exclusive right to change the name. The Sub-Lessor/Promoter can affix Promoter's name board at suitable places as decided by the Sub-Lessor/Promoter herein on a building and at the entrances of the Complex. The Sub-Lessee/Allottee/Purchaser (s) in the said Complex or proposed Association are not entitled to change the aforesaid project name and remove or alter Sub-Lessor/Promoter's name board in any circumstances. This condition is essential condition of this agreement.

15.9 The Sub-Lessee/Allottee/Purchaser's liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Sub-Lessee/Allottees/Purchaser of the said units and if for any reason respective Recovering Authority got recovered the same from the Sub-Lessor/Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Sub-Lessee/Allottees/Purchaser alongwith interest thereon at the prime lending rate of SBI plus 2% and Sub-Lessee/Allottees/Purchaser shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Sub-Lessee/Allottees/Purchaser in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment, .

**15.10 Air Conditioning:** If the Apartment, has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Sub-Lessee/Allottee/Purchaser shall have to strictly follow while installing AC units

15.11 Provisions have been made for drainage lines to comply with provision of Wall-Hung Indoor Split Air-condition Units at specified position with outdoor compressor units only. The outdoor compressor units should be installed in the specified A/C ledge platforms attached to each flat. It may be noted that installation of Window Air conditioners are strictly not permitted. Any other form of Air conditioners such as Hat Unit or Cassette-Unit after making suitable modification to the drainage line without affecting the structural components (Beams and columns) or the aesthetic appearance of the building may/may not be

allowed, however the location of the out-door units shall always be at the specified A/C ledges.

15.12 The drainage line should be connected ONLY at the drain outlet point provided. The refrigerant pipes connecting the indoor and outdoor units shall be provided by the customer . Chiselling or drilling holes in concrete surfaces for making these drainage and refrigerant pipe connections not allowed. If these pipes run exposed they may need to be covered with local boxing or false ceiling . These pipes shall be passed through the external concrete walls in specified locations where a hole has been provided and temporarily blocked with lean mortar fill.

15.13 The internal security of the Apartment, shall always be the sole responsibility of the respective Sub-Lessee/Allottee/Purchaser (s) as if it is their own Unit. Further the Sub-Lessee/Allottee/Purchaser shall also strictly observe the **FIRE SAFETY RULES** as provided in the **Schedule-J** and the **MAINTENANCE RULES** as provided in **Schedule-K** hereto subject to further additions and modifications from time to time.

15.14 **Meter and Cabling:** The Sub-Lessee/ Allottee/ Purchaser shall be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment, only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Sub-Lessee/Allottee/Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment, is located save in the manner indicated by the Promoter/Association (upon formation).

15.15 The residential complex and each flat will be "Smart Home Ready" with necessary fiber infrastructure availability. The individual Flat Owner can contact service provider (like RJIO, Airtel, TATA Sky ) directly and ask for services as per commercials agreed between Service Provider and Flat Owner.

15.16 The entire Capex will be borne by service provider . The maintenance, upgradation of the infrastructure will be sole responsibility of service provider. Any issues to the connectivity of the operators will be addressed by service provider immediately. Service provider may require some space(about

200 Sq Ft) and power in equipment room in the building . Service Provider will also provide one spare Fiber. This spare OFC can be used by the Promoter for other services like CCTV, intercom etc.

15.17 The infrastructure deployed by Service Provider at residential complex will support a host of services. It will be a state of art infrastructure which will support all existing services. However customer experience will depend upon the Services opted by individual customer from their respective service provider.

Provided that in the event no Service Provider is available then these clauses will not be applicable.

**(56) Under Clause 18, a new Sub-Clause 18.1 inserted as follows:**

18.1 Notwithstanding any other term of this Agreement, the Sub-Lessee/Allottee/Purchaser hereby authorizes and permits the **Sub-Lessor/Promoter** to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the Apartment, / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment, shall be made free from all encumbrances at the time of execution of Lease Deed in favour of the Sub-Lessee/Allottee/Purchaser (s).

**(57) Under Clause 19 above and to be read in continuation thereto the following sub-clauses added:** (ii) The Promoter shall take the following steps to enable formation of an Association of Allottees

- (i) While the phase-wise constructions are being carried out, the Promoter may progressively give block-wise possession on receipt of partial CC;
- (ii) A cluster of 100 units each cluster(continuous) will be created by promoter for each phase for ease of maintenance related discussion and decision ;
- (iii) Each cluster may nominate from amongst the Unit Owners 2 members who will be cluster Representatives (they will be chosen by a democratic process);
- (iv) In this manner when possession of all the subsequent Clusters is given in the particular phase there will be more such representatives who can combine together to form an AD-HOC committee of that phase.

- (v) In this manner there will be more such AD-HOC committees for each of the completed phases.
- (vi) The Promoter may become a member of the Organisation and/or Apex Organisation to the extent of all unsold and/or un-allotted Units.
- (vii) The members of the AD-HOC committees will hold periodic meetings both intra-block as well as inter-phase and advise the Promoter on their deliberations to enable the Promoter to administer the common purposes during the construction period of other phase till full cc for the entire Residential Complex is obtained and till association is formed and common area is handed over to Association promoter will try ~~be bound to~~ follow the advice of the joint Committee as far as practicable;
- (viii) After the completion of the entire Complex and grant of Completion Certificate the Sub-Lessor/Promoter shall form the Association(APEX BODY)
- (ix) Notwithstanding any transfer of the Common areas to the Association of Allottees, if made, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to persons to purchase any unsold unit without any restriction or entry of the building and development of common areas. Provided further that , in such case, the Promoter shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.
- (x) The Sub-Lessor/Promoter shall at an appropriate time notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Owners' Association as per local law .The Sub-Lessee/Allottee/Purchasers shall at the time of signing this agreement or anytime there after take steps to provide specific power of attorney for formation of the Apartment Owners' Association.
- (xi) There will be one Mother/Apex Association comprising of all the phases/projects of the Residential Complex as envisaged by the Promoter. Till such time the Apartment Owners Mother Association is formed and the Maintenance

of all the Building Blocks/Phases are handed over to the mother/apex Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association. The Promoter shall by itself or through its nominated agency maintain the entire Common areas and Facilities. of the entire Complex upto a maximum of 3 (three) months from the Deemed date of Possession of Units of the last phase of the entire Complex This period shall be the interim maintenance period.

(xii) On completion of the Construction of entire complex in all respect, a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less, from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.

(xiii) While the phase-wise constructions are being carried out, the Promoter may progressively give block-wise possession on receipt of partial CC;

(xiv) In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

(xv) The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.

- (xvi) The Sub Lessor/Promoter shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Mother/Apex Association.
- (xvii) Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Complex or any part or portion thereof and for taking the responsibility of:-
  - (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
  - (b) Rendition of common services;
  - (c) To receive realize and collect the service charges;
  - (c) To remain responsible for such other functions as may be necessary;
- (xviii) The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of entire Project and not on partial CC of Block/Phase.

- (xix) The method of accounting is as follows:
  - (a) Formation of Sec-8 Co. to be done before sending the Possession demand.
  - (b) Rate of Maintenance charges to be finalized based on estimated expenses.
  - (c) Frequency of billing to be raised by sec 8 company whether monthly / quarterly

- (d) A separate bank account to be opened for collection and deposit of Maintenance charges.
- (e) The actual amount of maintenance deposit lying with the Project shall be transferred to the bank account of the Sec-8 Co immediately.
- (f) The initial deposit amount, after adjusting with maintenance charges of 1st year, transferred from Project shall be invested into Fixed Deposit in the name of Sec-8 Co.
- (g) Review of maintenance expenditure shall be done monthly/annually in order to determine any surplus or deficit & deficit / surplus should be adjusted in last Bills.
- (h) Registration to be done under GST Act if the annual aggregate turnover of Sec-8 Co. exceeds Rs. 20 Lakhs and monthly maintenance charges exceeds Rs. 7500/- of any Flat Owners.
- (i) GST is applicable in the case where maintenance charges exceeds Rs. 7,500/- per month or Rs. 90,000/- annually Per Member or as per the provisions of the Act prevailing that time.
- (j) When the Promoter applies for 1<sup>st</sup> CC/**Partial CC**, need to prepare section-8 company and open a bank account and FM company should be on board.
- (k) All deposits and maintenance related receipts will be received in Section -8 Company only or will be transferred to section 8 company immediately. Section-8 Company will be maintained to account:
  - 1. Day to day related activities and facilities.
  - 2. When all regular payment will be received or regular expenses will be made including AMC.
- (l) One more Section-8 Company Bank account will be for non regular nature of expenses, like repair, renovation and painting, replacement of structure, facilities, equipments etc. In this account all sinking funds deposits and monthly receipts on account of Sinking fund will be received or

transferred and all expenses of irregular nature as defined above will be made.

- (m) For both the purposes separate bank account will be made wherein all receipts and payments of a regular nature will be done in one account and irregular payments will be made from another account . There will be auto-swipe FD facility in both the account so,that any surplus automatically will get transferred to FD.
- (n) At the end of the year, both the accounts will be prepared separately and presented to the Maintenance Committee.
- (o) All accounting entries including receipts and payments will be done from site only through My Gates 'No Broker Hood' software etc .
- (p) From day one My Gates 'No Broker Hood' software etc.must be installed and all buyers /flat owners must use all features.

**(58) Under Clause 33 new sub clause(i) to (iii) inserted before the existing clause:**

**(i):** The Sub-Lessee/Allottee(s) can refer his grievances to the Post Lease Executive(PSE) for this project with necessary supporting papers and documents ("First Level Escalation). PSE shall endeavor to satisfactorily resolve such grievance/s within two weeks (or such extended period duly recorded in written communication by either party/s) of receipt of such formal communication of grievance (with necessary supporting papers and documents) from the Sub-Lessee/Allottee(s).

**(ii)** In the event the PSE does not reply to the Sub-Lessee/Allottee(s) within two weeks from the date of escalation to the PSE and/ or if the Sub-Lessee/Allottee(s) is not satisfied with the response and resolutions received and proposed from such PSE, he shall refer the matter to **Post Lease Head- (PSH)** as the "Second Level Escalation".

**(iii)** In the event the PSH does not reply to the Customer/s within three weeks from the date of escalation to PSH and/ or if the Sub-Lessee/Allottee(s) is not satisfied with the response and resolutions received and proposed from the PSH, he shall have



the option to escalate to the **Director** as the "**Third and Final Level Escalation**".

(iv) In the event the Director does not reply to the Customer/s within two weeks from the date of escalation or if the Sub-Lessee/Allottee(s) is not satisfied with the response and resolutions received and proposed from the Director, he shall have the option to refer his grievance to the Adjudicating Officer appointed under the RERA Act..

### **THE SCHEDULE -A ABOVE REFERRED TO**

#### **PART -I**

#### **(THE ENTIRE HOUSING COMPLEX)**

**ALL THAT** the piece and parcel of land containing an area of 6.290 Acres equivalent to 380.545 Cottahs or 25442.69 Sq.Mtrs , be the same a little more or less being Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station – New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan –II G.P. as per Plan annexed hereto as per ANNEX-A and butted and bounded:

ON THE NORTH: By Street No.0165 (18.0 Mtrs wide);

ON THE SOUTH: By [M.A.R] Street No.1111 (62.0 Mtrs wide)

ON THE WEST: By Street No.0144(34.0 Mtrs wide);

ON THE EAST : By Street No.0160 (18.0 Mtrs wide)

**PART -II****(THE SAID FIRST PHASE LAND /SAID LAND)**

**ALL THAT** the piece and parcel of land containing an area of 8235.62 Sq.Mtrs equivalent to 203.51 Decimal (more or less). situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station – New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan –II G.P. as per Plan annexed hereto as per ANNEX-A.

**PART -III****(THE SAID SECOND PHASE LAND)**

**ALL THAT** the piece and parcel of land containing an area of 10807.84 Sq.Mtrs equivalent to 267.07 Decimal (more or less) situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station – New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan –II G.P. as per Plan annexed hereto as per ANNEX-A.

**PART – IV****(THE SAID THIRD PHASE LAND )**

**ALL THAT** the piece and parcel of land containing an area of 6399.23 Sq.Mtrs equivalent to 158.42 Decimal (more or less) situate lying at Plot No. BB/1, Premises No. 34, Major Arterial Road in Street No. 165 in Action Area -1, situated in New Town, Kolkata, Police Station – New Town , District North 24 Parganas erstwhile in Rajarhat area falling under Mouza Thakdari , (J.L.No.19) under Mahisbathan –II G.P. as per Plan annexed hereto as per ANNEX-A.

**THE SCHEDULE -B ABOVE REFERRED TO**  
**(THE SAID APARTMENT/UNIT)**

**ALL THAT** the Unit No. \_\_\_\_ on the \_\_\_\_ Floor of the Building Block \_\_\_\_ having carpet area of \_\_\_\_ **square feet** which includes admeasuring \_\_\_\_ **square feet** of Servant Quarter along with \_\_\_\_ **square feet** Balcony area corresponding to Built-up area of \_\_\_\_ **square feet** which includes admeasuring \_\_\_\_ **square feet** of Servant Quarter as per the Block plan demarcated in the Floor Plan annexed hereto and marked **ANNEX-E** and pro rata share in the "common areas" (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of \_\_\_\_ **square feet** which includes \_\_\_\_ **square feet** servant quarter on \_\_\_\_ Floor of Building **Block No. \_\_** in **Phase No.- \_\_** of the Housing Complex named "TOWN SQUARE PHASE-3" under construction on the Schedule-A Land Together with the right to use \_\_\_\_ (\_\_\_\_) Multi Level Independent Covered Parking and \_\_\_\_ (\_\_\_\_) Basement Independent Covered Parking admeasuring \_\_\_\_ **square feet** each **Space No. \_\_\_\_\_** located on the \_\_\_\_ **Floor** and \_\_\_\_\_ of or around the Building Block.

**THE SCHEDULE-C ABOVE REFERRED TO**  
**( PRICE/PAYMENT PLAN)**

The price of the said Apartment is Rs. \_\_\_\_\_/- (Rupees  
 \_\_\_\_\_ Only) payable as per the  
 Table provided and annexed hereto and detailed Cost Sheet:-

STAGES	PAYMENT
ON SIGNING OF EOI	RS.5,00,000.00 Plus GST
ON BOOKING LETTER	10% [(-)Rs.Five Lakh Booking Amount+ GST]+50%Legal Charges+50%Incidental Charges +GST
ON AGREEMENT	10% plus GST
On start of Piling	10% plus GST
On start of First Floor Casting	10% plus GST
On start of Fifth Floor Casting	10% plus GST
On start of Tenth Floor Casting	10% plus GST
On start of Fifteenth Floor Casting	10% plus GST
On start of Twentieth Floor Casting	10% plus GST
On start of Twenty Fourth Floor Casting	10% plus GST
ON COMPLETION OF UNIT	5% plus GST
ON POSSESSION OF THE UNIT	5%+50%Legal Charges+50%incidental Charges+Maintenance Deposit+Sinking Fund+Electricity Deposit+GST

**THE SCHEDULE-D ABOVE REFERRED TO**

**PART-A**

**(SPECIFICATIONS)**

A. STRUCTURE: RCC structure

B. **LIVING ROOM/ DINING AREA:**

FLOORING: Imported marble

WALL: Pop Finish

CEILING: Pop Finish

MAIN DOOR: Decorative Flush Door with accessories- Front side will be polished finish and the backside will be raw.

BALCONY: Aluminium sliding door with full glazing & Glass railing

WINDOW: Anodized/ powder coated aluminium with clear glazing

ELECTRICAL: Concealed wiring with modular switches of reputed make, provision for telephone and television points.

C. **BEDROOMS:**

FLOORING: Vitrified tiles

WALL: Pop finish

CEILING: Pop finish

DOOR: Flush doors

WINDOW: Anodized /power coated aluminium with clear glazing

ELECTRICAL: Concealed wiring with modular switches of reputed make, provision for power points.

D. **KITCHEN:**

FLOORING: vitrified tiles

WALL: Pop finish, Wall tiles upto 2 feet height on all around wall over vitrified slab counter

CEILING: Pop finish

WINDOWS: Anodized/power coated aluminium with clear glazing

COUNTER: Vitrified slabs with stainless steel sink

ELECTRICAL: Concealed wiring with modular switches of reputed make water filter point, exhaust fan point, chimney point, plug point for appliances.

OTHERS: Provision for outlets for exhaust fan or chimney.

**E. TOILET**

FLOORING: Vitrified tiles

WALL: Vitrified tiles

CEILING: Pop finish

DOOR: Flush doors

WINDOWS: Anodized powder coated aluminium with clear glazing

SANITARY WARE: Sanitary ware of Hindware/ Varmona/ Jaquar.

CP FITTINGS: Sleek CP Fittings from Bravat or Equivalent Brand

ELECTRICAL: Concealed wiring with modular switches of reputed make, provision for light, geyser and exhaust points.

F. **OTHERS**: Vitrified basin counter in all toilets

G. **PASSENGER LIFTS**: Automatic high speed Elevators of Mitsubishi or reputed brand.

**SERVICE LIFT**: EVS or reputed brand

H. **OUTDOOR FINISH**: Washable weather coat paint

I. **TYPICAL FLOOR LOBBY**: Vitrified Tiles.

J. **GROUND FLOOR LOBBY FLOORING**: Imported marble flooring

**PART-B**  
**TOLERANCE LEVEL**

SL. NO.	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	HAND BOOK
1	COLUMN	CROSS SECTION: (+)12 More (-)5 MM LESS OR	IS456:20 00	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A WHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2	BEAM			
3	VERTICAL WALL			
4	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:20 00	COMMON TOLERANCE FOR SLAB: MM IN 3 METER
5	FOUNDATIO N	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:20 00	
6	BRICKWORK	The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following Limit per 20 bricks: a) For modular size (190x90x90mm) Length 3720 to 3880 mm (3800+80 mm)	IS1077:1 992	JOINT THICKNESS WITHIN PERMISSIBLE LIMIT AND NOT MORE THAN 1/5 <sup>TH</sup> OF SPECIFIED THICKNESS

		<p>Width 1760 to 1840 mm (1800+40mm) Height 1760 to 1800 (1800+40mm) (for 40mm high bricks)</p> <p>b) For non-modular size (230x110x70MM) Length 4520 to 4680 mm (4600+80MM) Width 2240 to 2160 mm (2200+40 mm) Height 1440 to 1360 mm (1400+40mm) (For 70mm high brick)</p>		
	7 PLASTER	<p>For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local projection shall not exceed 0.6cm and local depression 1.2com</p>		



**THE SCHEDULE - E ABOVE REFERRED TO**  
**(THE COMMON AREA/COMMON PARTS & FACILITIES)**  
**(Common Parts , Portions and Amenities)**

**1. The Common Portions are at 3 (three) levels, which are :**

**1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:**

**Applies to present phase and all the other phases both future and past**

- 1.1.1 Rain water harvesting (RWH)
- 1.1.2 Solid Waste Management(SWM)
- 1.1.3 Renewable Energy-Solar to meet Electricity Generation as per PCB
- 1.1.4 Intercom Facility
- 1.1.5 Video Door Phone
- 1.1.6 Close Circuit TV
- 1.1.7 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.8 Power Backup
- 1.1.9 Provision for Electric Car Charging Points
- 1.1.10 Common Servant and Driver Toilet Areas
- 1.1.11 Provision for Car Wash
- 1.1.12 Sewerage treatment Plant / Septic Tank if provided
- 1.1.12 Common generators, its installation and its allied accessories ,  
lighting of the common areas, pumps and common utilities.
- 1.1.13 Electric Sub-Station of premises
- 1.1.14 Garbage Disposal area
- 1.1.15 Roads including passages providing easement rights, installations,  
and security arrangements not exclusive to any segment.
- 1.1.16 Drains and sewers from the premises to the Municipal Duct /STP.
- 1.1.17 Water sewerage and drainage connection pipes from the Units to  
drains and sewers common to the premises.
- 1.1.18 Boundary walls of the premises including outer side of the walls of  
the building and main gates.

- 1.1.19. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.20. Transformer electrical wiring meters and fittings and fixtures for lighting common areas
- 1.1.21 Management/Maintenance Office
- 1.1.22. Round the Clock Security arrangements with CCTV and intercom
- 1.1.23. Main entrance Gate
- 1.1.25. water supply
- 1.1.26. Dedicated communication system for telephone
- 1.1.27. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.28. Durwans Room
- 1.1.29. Cable connection/ Cable TV System

**1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment, Owner shall have proportionate share therein. These include the following:**

**CLUB AMENITIES- THIRD FLOOR PODIUM**

**A. Garden Pavilions:**

- 1.2.1 Fitness
- 1.2.2 Sport Hub
- 1.2.3 Family Club
- 1.2.4 Games Room
- 1.2.5 Library
- 1.2.6 Kids Club

**B. Health Facilities:**

- 1.2.7 Fitness
- 1.2.8 Sports Hub
- 1.2.9 Main Pool
- 1.2.10 Shallow Pool
- 1.2.11 Kids Pool
- 1.2.12 Pool Terrace

- 1.2.13 Tree House
- 1.2.14 Signature Seat
- 1.2.15 Private Cabana
- 1.2.16 Garden
- 1.2.17 Outdoor Deck

**C. Family Facilities:**

- 1.2.18 Family Club
- 1.2.19 Game Room
- 1.2.20 Library
- 1.2.21 Kids Club
- 1.2.22 Kids Pool
- 1.2.23 Tree House
- 1.2.24 Activity Lawn
- 1.2.25 Playground

**Fourth Floor Podium**

- D. Terrace Garden
- 1.2.26 Co-Living Court
- 1.2.27 Relaxation Lawn
- 1.2.28 Viewing Pavillion
- 1.2.29 Wellbeing Garden
- 1.2.30 Senses Garden
- 1.2.31 Viewing Terrace
- 1.2.32 Multi Sports Court

**1.3. LEVEL 3 : Building Block (But available to all/ association as percieved):**

- 1.3.1 Decorative entrance with A.C ground floor lobby only.
- 1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.3 elevators in Towers, their installation and rooms.
- 1.3.4. Earmarked area of Roof of respective tower demarcated for common use

1.3.5. Overhead Water Tank.

1.3.6. Lifts and their accessories installations and spaces required therefore.

1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.

1.3.8 Electric Rooms

1.3.9 FMC Rooms, if any.

Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Sub-Lessee/Allottees/Purchaser of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. It is specifically made clear by the Promoter and agreed by the Sub-Lessee/Allottee/Purchaser that he /she shall not have any right title or interest in any other land , areas, facilities and amenities within the complex and the Sub-Lessee/Allottee/Purchaser agrees and confirms that the ownership of such lands areas and facilities shall vest solely with the Owners and the Promoter shall have the right to decide their usage, manner and method of disposal. Etc .

3. The Promoter reserves the right to alter the above scheme or any of the items.

#### **THE CLUB :**

*A 'CLUB' / (A 'CLUB' (Club) type facilities shall be set up (The Club) and for this purpose the Promoter **may** propose to develop a club house or community building (as the case may be) as part of the entire Housing Complex comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said*

Club . The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Sub-Lessee/Allottees/Purchaser and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. **It is however clarified that the Promoter shall be entitled to grant membership rights to such other persons as they may deem fit and the Sub-Lessee/Allottee shall not object to the same.** The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. **The club will be operational before the completion of entirety of the housing complex** but possession of Building Blocks will be given in phases .The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. The rights and obligations of the Sub-Lessee/Allottee Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the facilities will be formulated by the Promoter or the Property Management Agency , as the case may be in due course and circulated to members before the Club is made operational. There may be changes in future to the terms which are presently circulated.

On failure of the Sub-Lessee/Allottee Purchaser to regularly pay all charges, subscription etc. in respect of the Club/Complex, the Promoter, Property Management Agency as the case may be , shall be entitled to restrict the Sub-Lessee/Allottee' Purchaser s entry to the Club and withdraw all the privileges .

10.1 If any Sub-Lessee/Allottee Purchaser becomes a member of the Club and In the event any Sub-Lessee/Allottee Purchaser leases or rents out his/her/its Apartment, Unit , it will be mandatory of such Sub-Lessee/Allottee Purchaser to notify the Club/ Maintenance In Charge of such leasing/renting. The Sub-Lessee/Allottee Purchaser will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment, and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Sub-Lessee/Allottee Purchaser and the Lessee/Tenant both cannot be a member of the club simultaneously.

10.2 **Club Scheme:** The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / its facilities will be formulated in due course and circulated to the Sub-Lessee/Allottee Purchaser (Club Scheme) (1) The Sub-Lessee/Allottee Purchaser will be required to abide by the Club Scheme (2) Membership of the Said Club shall be open only to all Sub-Lessee/Allottees Purchaser of the Said Complex (3) Each Apartment, can opt for 1 (one) membership, irrespective of the number of Owners/Lessees of such Apartment, (4) Membership is open only to individuals (i.e. no corporate membership)

and if the Sub-Lessee/Allottee Purchaser is a body corporate, it will be required to nominate 1 (one) occupier of its Apartment, , who, for all purposes, shall be treated as the member of the Said Club (5) The Said Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Sub-Lessee/Allottee Purchaser to the Club Manager as and when required by the Club Manager (6) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (7) in the event of Lease/transfer of the Said Apartment, the membership will stand terminated and the new Owner/Lessee will be granted a new membership as per the rules and regulations of the Said Club then in force (8) if a Sub-Lessee/Allottee Purchaser lets out his/her Apartment, , he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Sub-Lessee/Allottee/ Purchaser and (9) the acceptance by the Sub-Lessee/Allottee/ Purchaser of these conditions and the Club Scheme shall be a condition precedent to completion of Lease of the Said Apartment, .

- 10.3 The Sub-Lessee/Allottees/ Purchaser of the Complex, are required to pay one time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance . Maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Sub-Lessee/Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be . Sub-Lessee/Allottees/ Purchaser of every phase will be entitled to use the Club as and when they get possession (Maximum three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Sub-Lessee/Allottees/ Purchaser who will get possession phase by phase till the entire Project is handed over to the apex body . i.e monthly club charges will be calculated on the basis of the following formula:

$$\frac{\text{Total Club and other facilities Expenses}}{\text{Total Sq.Ft of all the Sub-Lessee/Allottees who have got deemed possession}}$$

Person (who is a member of the club) includes the spouse and dependent children. GST and all other taxes as applicable will be charged extra on the above said charges. Detailed terms and conditions of membership and rules and regulations governing the usage of the club will be formulated in due course and circulate to members before the Club is made operational. All the members will have to abide by these rules and regulations. The intended facilities of

*the club outlined in the application kit /Brochure etc are tentative and may vary at the sole discretion of Promoter.*

The Sub-Lessee/Allottee/ Purchaser is aware that the Promoter is not in the business of or providing services proposed to be provided by the Service Providers such as cable operators, security services, electrical and telecom services etc . The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers . The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance /non performance or otherwise of these services provided by the respective Service Providers.

**THE SCHEDULE - F ABOVE REFERRED TO**  
**(LIMITED COMMON AREAS AND FACILITIES )**  
**(If available in the Complex)**

1. Open, Mechanical and covered Car Parking areas(Dependent/Independent);
2. specified area in Basement not declared to be common.;
3. Exclusive right of use of Garden space attached to an Apartment, ;
4. Demarcated area of terrace/roof appurtenant to a particular Apartment, ;
5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
6. Open Terrace of any Floors of the Block;
7. The elevation and exterior of the Block;
8. Storage areas ;
9. Basement not meant for common use;
10. Any community or commercial/**other** facility which is not meant for common use;
11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;
12. Beauty Parlour **and other commercial facilities** within the Project or entire Complex.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**THE SCHEDULE - G ABOVE REFERRED TO**  
**(TITLE DEEDS)**

DATE	DEED NO	REGISTRATION DETAIL	PROJECT AREA (IN DECIMAL)
23.02.2023	150101395	Book No.I; Volume No. 1501-2023; Pages 33151 to 33187	629 Decimal

**THE SCHEDULE-H ABOVE REFERRED TO  
(RESERVED RIGHTS)**

**The Sub-Lessor/Promoter will be entitled to following easements and  
other reserved rights as provided hereunder:**

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the Sub-Lessee/Allottees/Purchaser and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Sub-Lessor/Promoter , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall



be provided like electricity, water, gas, cable, internet, telephone etc.

- (5) Until the Lease and transfer of all the Apartments the Sub-Lessor/Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and Lease offices at the Project to enable the Promoter to market Apartments and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Sub-Lessor/Promoter /Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Sub-Lessor/Promoter /Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Sub-Lessee/Allottee/Purchaser will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Sub-Lessee/Allottee/Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Sub-Lessee/Allottee/Purchaser's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Sub-Lessor/Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Sub-Lessor/Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Apartment,

- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit.
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Sub-Lessor/Promoter shall retain for itself , its successors and assigns including all of the Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Sub-Lessor/Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment, .
- (17) The Sub-Lessor/Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings. The Promoter will be responsible for its maintenance and remain liable to pay the electricity charges separately.
- (18) The Sub-Lessor/Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Sub-Lessee/Allottee/Purchaser of a Unit in any other phase of the Complex.
- (19) All unsold and unalloted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always

belong to and remain the Property of the Promoter at all times and the Sub-Lessor/Promoter shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the promoter may deem necessary.

- (20) The Sub-Lessor/Promoter shall without any reference to the Apex body or the association , be at liberty to lease, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Sub-Lessor/Promoter shall be entitled to enter into separate agreements with Sub-Lessee/Allottees/Purchaser of different Units on terms and conditions decided by the Sub-Lessor/Promoter in its sole discretion. The Sub-Lessee/Allottee/Purchaser (s) and/or Apex Organisation shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever.
- (21) With regard to Basements, the Sub-Lessor/Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Sub-Lessor/Promoter.
- (22) The right to assign or transfer by way of lease, mortgage or otherwise in whole or in part , its rights and obligations in respect of the Apartments/Units .
- (23) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Sub-Lessor/Promoter shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

#### **THE SCHEDULE -I ABOVE REFERRED TO**

#### **(REGULATIONS AND RESTRICTIONS USER RULES)**

**As from the date of possession of the said Apartment, /Unit the Sub-Lessee/Allottee agrees and covenants -**

1. To co-operate with the other Apartment/Unit Owner and the Sub-Lessor/Promoter in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Sub-Lessor/Promoter including those relating to possession policy and

permissible changes policy of the Sub-Lessor/Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Sub-Lessor/Promoter shall mean and include towards Association also, as and when applicable.

3. To use the said Apartment/Unit for residential purposes and not for other purposes.
4. To allow the Sub-Lessor/Promoter with or without workmen to enter into the said Apartment, /Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Unit Owner.
5. To pay charges for electricity in relation to the said Apartment/Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Sub-Lessor/Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Sub-Lessee/Allottee/Purchaser shall not be entitled to use any of the facilities and utilities of the Complex/building.
6. Not to do anything or prevent the Sub-Lessor/Promoter from making further or additional constructions notwithstanding any temporary disruption in the Sub-Lessee/Allottee/Purchaser's enjoyment of the said ApartmentUnit.
7. To maintain or remain responsible for the structural stability of the said Apartment Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion thereof The elevation must be repaired at intervals of every five years. The Sub-Lessee/Allottee/Purchaser (s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same
8. The Sub-Lessee/Allottee/Purchaser shall ensure that the key common areas of the Building viz entrance lobby , garden, play areas , temple(if applicable) are maintained to the highest standards with regular cleaning and maintenance . The Sub-Lessee/Allottee/Purchaser shall

further ensure that refurnishing /major overhaul is done every 5 years starting from date of offer of possession.

9. Not to damage demolish or cause to damage or demolish the said Apartment Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment Units in the building or which may cause damage to any other portion of the building in any manner.
10. Not to close nor permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment Unit which in the opinion of the Sub-Lessor/Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Sub-Lessor/Promoter may affect the elevation in respect of the exterior walls of the said building.
11. Not affix or draw any wire, cable, pipe from , to or through any of the common portions or outside walls of the building block .
12. Not to do nor permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to become payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
14. Not to use the said Apartment Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
15. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure

thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

16. Not to use nor permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
17. Not to park car on the pathway or open spaces of the building complex or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter/Association.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment Unit
19. Not to dry any clothes upon/outside the windows/elevations/Balcony and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Sub-Lessor/Promoter before the formation of the Association. The Sub-Lessor/Promoter shall cause an Adhoc Committee of the Apartment Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment Unit Owner who may be nominated and/or selected by the Sub-Lessor/Promoter. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Apartment Unit.
22. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Sub-Lessor/Promoter.
23. Watchman, driver, domestic servants or any other person employed by the Apartment Owner or his Agents shall not be allowed to sleep or

squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas

24. The Apartment, Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
25. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
26. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
27. Any work men temporarily employed by any Apartment Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Sub-Lessor/Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association as the case may be.
28. The Apartment Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Sub-Lessor/Promoter / Association will be competent to impose fine on the offenders.
29. Smoking will be prohibited within the residential areas save and except specified smoking zones where only smoking will be permitted . Similarly drinking alcoholic drinks in the common areas of the Complex will be strictly prohibited

30. All visitors to the respective Apartment, /Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment, /Unit Owner .
31. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
32. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Sub-Lessor/Promoter nor shall anything be projected out of any window of the Building without similar approval.
33. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use nor permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
34. Not to use nor permit to be used any loud speakers beyond the confines of the Community Hall.
35. Not to use the Community Hall nor any other covered spaces for celebrating the festival of Holi except that the Apartment Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits.
36. To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
37. To remain fully responsible for any pets which may be kept by Apartment Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Sub-Lessee/Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Sub-Lessee/Allottee



shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge

38. Not to use nor permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
39. To carry out proper pest control treatment in the said Apartment Unit at the cost of the Sub-Lessee/Allottee.
40. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
41. Not to have nor create any place of worship in any common part or portion of the building or the Complex . However, the Sub-Lessee/Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Sub-Lessee/Allottees/Purchaser under no circumstances shall be permitted to organize such activities at any other place within the complex..
42. It shall be the responsibility of the Sub-Lessee/Allottee/Purchaser to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Sub-Lessee/Allottee/Purchaser washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Sub-Lessee/Allottee/Purchaser to clean up the entire space.
43. Not to use the Apartment Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business .
44. Not to permit any auction or public meeting or exhibition or display in the Apartment Unit nor to permit any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage,

unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.

45. Not to arrange any public/Political function in any part of the property,
46. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
47. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
48. The Sub-Lessee/Allottee agrees and acknowledges that the Sub-Lessor/Promoter shall have the unconditional and irrevocable right to transfer, lease, encumber and/or create any right title interest in the unsold units and the Sub-Lessee/Allottee/Purchaser shall not object to or impede the lease of any unsold apartment, Servant's Quarter, car/two wheeler parking space to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper without requiring any consent of the Sub-Lessee/Allottee/Purchaser. In case the Sub-Lessee/Allottee/Purchaser directly or indirectly breaches this undertaking, he shall be liable to pay appropriate damages to the Promoter.
49. The Sub-Lessee/Allottee/Purchaser hereby agrees and undertakes not to prevent the Promoter or its representatives to enter into the building and /or the Project or the Common areas for the purpose of showing any unsold units to prospective lessees or brokers or for any other legitimate purposes of the Sub-Lessor/Promoter. In case the Sub-Lessee/Allottee/Purchaser directly or indirectly breaches this undertaking he shall be liable to pay an amount equivalent to 0.5 per cent of the Total consideration of his/their Unit for every day till the time such breach continues the charge will be payable within 15 days from the receipt of a written notice from the Sub-Lessor/Promoter and the Sub-Lessor/Promoter shall have alien over the Unit for such amount till payment in full is made.

50. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc shall not be done or permitted within the said Housing Complex and the Apartment Owners/Sub-Lessee/Purchasers shall strictly abide by maintaining such rule/restriction. The Apartment Owners of all caste, creed and religion shall be bound by this.
51. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
52. Not to install any air conditioner, except in the approved places and approved method.
53. Not allow or use any cable , internet or other service providers save and except those service providers whom the Sub-Lessor/Promoter or the Association might have selected or engaged..
54. Pay such further deposits/sinking fund contributions as required by the Sub-Lessor/Promoter /Association time to time for the common purpose and to keep the Complex one of the Best in the world.
55. Only drills (and not manual hammers) can be used to drive nails/screws into the walls of the Apartment Unit . However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Sub-Lessor/Promoter or the FMC or the Association as the case may be(in order( to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires).
56. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines Fine may be imposed in case of failure to do so.
57. No games or sporting activities are allowed which may cause damage to the windows of units, to the landscaped gardens and the common facilities of the Complex.

58. No tenant will be allowed to occupy any Unit unless such tenant is introduced by the Sub-Lessee/Allottee/Purchaser to the Sub-Lessor/Promoter. Sub-Lessee/Allottee/Purchaser will have to provide Police NOC, if required so that he may be recognized as a bona fide occupant of the Apartment for security purposes subject to up to date payment of Maintenance Charges..
59. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas and the Sub-Lessee/Allottee/Purchaser shall not trespass or allow any person to trespass over lawns and green plants within the Complex
60. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
61. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment Owner, any staff, servant, worker or anybody else except the places designated for the same by the Sub-Lessor/Promoter or the Maintenance Body or the Association.
62. Electrical fitting can only be made within underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
63. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any .
64. Car Parking stickers should be obtained from the Sub-Lessor/Promoter Maintenance Body or the Association to track authorized vehicles.
65. The Promoter or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.

66. The Individual Unit Owners must take utmost good care of the wooden doors to keep them in good condition by taking the following simple steps:
- (i) Door, Frame and Hardware should be cleaned every week by dry cloth;
  - (ii) Door should be opened and closed at least twice a week
  - (iii) Painting/ Polishing work should be done in every 2 years or if required early by observing the paint quality
  - (iv) Room should be cleaned by anti infective floor cleaner at least twice a week
  - (v) Bathroom Floor near door should be kept dry and proper ventilation should there in the bathroom.
  - (vi) Polish should be done by professional polisher and branded materials should be used to avoid blistering.
  - (vii) Door/ Frame should be painted by using oil based primer 2 coats +putty as required + 2 coats of paint.
67. The lobbies, entrances and stairways of the club/Building shall not be obstructed or used for any purpose other than ingress to and egress and further the Owner or occupier of any Apartment shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted , any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
68. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
69. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace.
70. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Apartment excepting such as shall have been approved by the Sub-Lessor/Promoter.

71. The Apartment Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System and also the route to take refrigerant piping or water drainage lines , which the Sub-Lessee/Allottee/Purchaser shall have to strictly follow while installing their AC Units.
72. Sub-Lessee/Allottees/Purchaser cannot cover open terrace by any other means except by temporary awnings with prior permission of the Promoter.
73. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the errant Apartment Unit-Owner.
74. No radio or television aerial, electrical and telephone installation , machines etc shall be attached to or hung from the exterior or the roof of the building by the occupants.
75. If any electrical points are installed on shear wall/RCC Wall of the Apartment Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
76. Garbage from the Apartment Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
77. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
78. Ensure that the domestic help/service providers visiting the said Apartment, /Unit use only the common toilets and while so using, keep the common toilets clean and dry.

79. Not to install or keep or run any generator in the Said Apartment, /Unit or the Garage/Parking space, if any.
80. Not to overload the club passenger lifts or other lifts as the case may be and not to move goods through passenger lift but from the staircase/service/goods lift of the Building if provided therein.
81. Not to cover the fire exits and balconies/terraces of the said Apartment Unit.
82. No Birds or domestic animals shall be kept or harbored within the Apartment, without abiding the laws framed by the Local Competent Authorities, Associations by-laws and regulations and the Pet shall not be left in the common area of the phase/building .
83. If the Promoter installs Composter or any other environment friendly equipment in the Housing Complex for maintaining clean environment , in that case after formation and hand over of common purposes, the Association of Apartment Owners will continue to maintain the same in future.
84. The position of Kitchen and Toilets in each floor of Building blocks as per original plan cannot be shifted as it would affect the drainage system. It is the prerogative of the Unit Owners to preserve the Unit as per the Plan and any modification of the plan by shifting the toilet/kitchen from its original position to another position is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.
85. The Sub-Lessor/Promoter or the Association may implement a system of imposing penalty on occupants who due to neglect or even otherwise commit acts of nuisance in the complex or for any non compliance and
86. The Sub-Lessor/Promoter and/or the Association shall have the authority to issue directives to the Unit Owners to follow norms and adopt preventive measures in order to prevent spread of any infectious disease .
87. The Sub-Lessee/Allottee/Purchaser hereby accepts , confirms and declares that the covenants of the Sub-Lessee/Allottee/Purchaser as conceived in this Agreement shall run perpetually and also bind the Sub-Lessee/Allottee/Purchaser and his/its successors in title and that the Sub-Lessee/Allottee/Purchaser shall be responsible for any

loss or damage arising out of breach of any of the conditions contained in this Agreement.

**THE SCHEDULE -J ABOVE REFERRED TO**

**(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers if provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Apartment, in your building.
5. Dispose of unwanted items from your Apartment, .These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Instal Fire equipment at proper place inside your Apartment, .
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;



- (vi) Cigarettes, Matches; lighter;
- (vii) LPG Cylinder Leakage.
- 16. To use ISI standard equipments and cables.
- 17. To immediately replace faulty electrical items.
- 18. Switch off electrical points when not in use.
- 19. Guard live electrical parts.
- 20. Switch off at the socket before removing plug.
- 21. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
- 22. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
- 23. Do not tamper with electrical equipment without adequate knowledge.
- 24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
- 25. To clean nozzle of the Oven regularly.
- 26. Kitchen Chimney should be cleaned every month.
- 27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
- 28. Always store the LPG Cylinder in an upright position.
- 29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
- 30. Never tamper with LPG cylinder.
- 31. Strike the match first and then open the burner knob of the stove.
- 32. Fix Safety cap on the valve when the cylinder is not on use.
- 33. Do not place cylinder inside a closed compartment.
- 34. Keep the Stove on a platform above the cylinder level.
- 35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
- 36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
- 37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
- 38. Keep portable size Fire extinguisher for kitchen.
- 39. Gas leak detector may be installed in kitchen.
- 40. Buy Gas pipe of approved quality from authorized distributor only.
- 41. Keep windows open to ventilate the kitchen.
- 42. Fire Crackers must be handled under supervision.
- 43. Fire Crackers should be lit only at designated areas

**THE SCHEDULE -K ABOVE REFERRED TO**

THESE RULES WILL APPLY TO ONLY THOSE FACILITIES AND AMENITIES WHICH ARE PROVIDED BY THE PROMOTER IN THE PROJECT AS PER AGREEMENT.

SI.No	Maintenance Area	Item No	RULES
1.	SECURITY SERVICES	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Complex compound
		iii	Guarding the Complex
		iv	Control Traffic and and prevent jams within internal roads and pathways
		v	Switching On/Off common lights
		vi	The operation of water supply when needed
		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire Fighting equipment when needed
2	GARDEN & LAWN	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.

		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iv	Water down all fertilisers
		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimise use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
3.	SWIMMING POOL	i	Trained life guards to be present at all times;
		ii	Upkeep of filtration system, pumps and pool surface ;
		iii	Keep a close eye on children and children below 12 years should not enter the pool unsupervised.

		iv	To be open for use at specified timing.
		v	Always have a shower before getting into the Pool.
		vi	Use of goggles is advised to avoid irritation to eyes.
		vii	Avoid use of pool if bottom of the Pool is not clearly visible
		viii	Do not carry glass objects, sharp objects or anything that can damage the pool.
		ix	Swimming Pool should be cleaned regularly with disinfectant and maintain the pH balance of water .
		x	Water recirculation system should be checked daily.
		xi	Changing rooms should be monitored for safety.
4.	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and

			it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
5.	GYMNASIUM	i	Should have a qualified experienced trainer
		ii	Children below 16 years should not be allowed in Gym.
		iii	Usage of adhesive tape on floor not allowed.
		iv	AMC of equipments to be maintained.
		v	To be used at specified timing only
		vi	Outdoor shoes not to be permitted inside the Gym.
		vii	Keep a first-aid kit ready
		viii	Daily floor cleaning is recommended
		ix	Belts, chains and cables should be aligned with machine parts.
		x	Fire extinguisher should be functional at all times.
		xi	Entry and exit should be marked and monitored.

6.	WATER TANKS	i	Drinking water will be supplied by Deep tubewell with filtered plant or by municipal water
		ii	Should be cleaned at regular intervals by a trained agency.
		iii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iv	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		v	Trained plumber to check water supply pipe lines .
7.	MUNICIPAL WATER	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;
		iii	The Complex may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular intervals.
8	STP	i	Recommended that water from STP should be used only for WC

			flush usage and gardening.
		ii	Inspect the treatment plant regularly.
		iii	Prevent any harmful substance, wastes, anti bacterial detergents and other hazardous objects from entering the Plant.
		iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non functioning STP and for discharging sewage water into the drainage system.
		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
			Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.
			To abide by laws if any in this regard for operation and maintenance of the STP

9	SEPTIC TANK	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically
10	BOREWELL WATER	i	Water softener may be installed if water is to be used for drinking purpose
		ii	Can be recharged by rain water
		iii	Regular testing of ground water should be done.
11	STORM WATER DRAINAGE	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage



		iv	The outlet of the storm drainage should be covered with gratings.
12.	GARBAGE COLLECTION	i	Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .
		ii	Garbage bags should be used for maintaining heigene.
		iii	There should always be a trolley placed under the garbage chute.
		iv	Follow the caution signals that are mentioned on the Chute .
		v	Do not throw boxes bigger than the size of the door of the chute
		vi	Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
		vii	Manual cleaning of the moist place near the exit of the garbage once in 15 days.
		viii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality

			truck.
13	ORGANIC WASTE COMPOSTING (OWC)	i	Segregate the daily waste into recyclable and non recyclable waste
		ii	The OWC machine should not be over loaded than its capacity.
14.	LIFT/ELEVATOR	i	AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		Vi	All mechanical equipment rooms that contain elevator machinery

			should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
15	FIRE FIGHTING EQUIPMENT	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be Done

		v	Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		viii	Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time.
		ix	Assembly point in the Complex compound should be clearly indicated.
16.	RAIN WATER HARVESTING	i	Regular maintenance to avoid rodents, algae growth and insects.
		ii	Mosquito proof container should be used for storing rain water
		iii	The system should be periodically maintained so as to keep the system clean and

			operational.
		iv	Storage tank should be properly covered and secured.
		v	Do not throw any toxic material in the system.
17.	GREEN BUILDING (if the Phase / Complex is certified by IGBC / Griha or any other rating agency)	i	The Association Management Committee should update itself with all requirements of a Green Building and keep the records available
		ii	The services of a Green Building Consultant should be retained.
UNIT INTERNAL MAINTENANCE RULES			
18	INSTALLATION OF AIRCONDITIONER	i	Should be installed at pre-designated point.
		ii	In case of split AC , the compressor unit should be installed with firm support.
		iii	In case of leaking pipes to get the same repaired immediately.
		iv	All wires should be passed through ducts.

		v	Open wiring outside the walls is not allowed.
		vi	No core cutting should be done in beams or columns or slabs for ducting purposes.
		vii	Club house multiple AC exhaust unit may be facing towards Unit balcony and bedroom window.
		viii	The drainage pipes of ACS are fitted into the Unit as per consultant's drawing.
		ix	Electrical & AC points are designed with electrical consultant as per the furniture lay-out of the builder. If any change is regard by the Sub-Lessee/Allottee he can do so on his own exp
		x	To use A/C unit URF system having maximum cop of 4 and 20% reduction in LPD.
19	COOKING GAS	i	Ensure proper ventilation and follow norms laid down by Gas agency.
		ii	Children should not operate any equipment.
		iii	Gas cylinder installation should

			be carried out by Gas supply agency.
		iv	Do not accept a gas cylinder with safety cap broken.
		v	The cylinder or the gas hose pipe should be placed away from heat source.
		vi	Turn the regulator to 'OFF' position when Gas not in use.
		vii	Periodically check the gas valve, hose pipe condition for any leak.
		viii	Change the gas pipe(rubber tube) every six months.
		ix	In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.
20	CCTV OF INDIVIDUAL FLATS	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should

			be displayed.
21	DISH TV OF INDIVIDUAL FLATS/UNITS	i	The Antenna should be installed at the pre-designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
22.	PLUMBING	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substanceis not pushed down the drain.
23	MATTERS THAT NEED PERMISSION FROM FIRE SAFETY	i	Changes in Pipeline  Changes in gas pipe line  Changes in Fire fighting Equipment



	DEPARTMENT		Changes in Smoke Detectors
24	MATTERS THAT NEED PERMISSION FROM GOVERNING BODY OF COMPLEX	i	Changes to entry to your house  Renovation to be done  Pest treatment  Installing TV Antenna  Putting grill in balcony  Putting security door outside the entrance  Installing temporary cover on roofs
25.	LAKE / WATER BODY / FISHING DECK / WATER FOUNTAIN	i	To keep the water of the lake clear / free of weeds, growth and wild plantation.
		ii	Upkeep of fountain system, pumps and water surface ;
		iii	Keep a close eye on children and children below 12 years should not enter the fishing deck unsupervised.
		iv	To keep the deck open for use at specified timing with proper required security arrangements.
		v	To keep fishing deck wood work polished / painted for life

			sustenance
		vi	To keep the fishing deck canopy, railing, lights, seats, gates etc well maintained and beautified.
		vii	To keep the water fountain and it apparatuses, pumps, motors, floaters, lights, electrical well services and maintained for proper operation.
		viii	To fix time period of operation of water fountain.
		ix	To keep the boundary wall of the water body / lake and the sitting area around it in neat and clear condition.
		x	To keep the landscaping plants and trees along side the lake boundary well maintained.
		xi	To dose the lake with necessary chemicals to ensure the sustenance of fishes etc and to do all necessities for ensuring continued population of fishes for fishing purposes.
26	DG		<ol style="list-style-type: none"> <li>1. DG will not be auto. It will be manual.</li> <li>2. Power from DG can be utilized for running Light, Fan, Freeze, TV (not all at a</li> </ol>

			time) maximum load ___KVA
			3. Use of excess load will cause disconnection.

**THE SCHEDULE -L ABOVE REFERRED TO**  
**(COMMON AREA MAINTENANCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, **Sewage treatment plant** forming part of the Project as well as the entire Housing Complex.
6. Paying salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common areas as may be necessary in connection with the upkeep of the Project.
7. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas..
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment, ) in the Project as may be necessary keeping cleaned the

common parts and halls passages landing and stair cases and all other common parts of the building.

9. Cleaning and lighting as necessary of the areas forming parts of the Project.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.

11. Maintaining and operating the lifts.

12. Providing and arranging for the emptying receptacles for rubbish.

13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Sub-Lessee/ occupiers of any Apartment, .

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual Sub-Lessee, .

15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Sub-Lessee/occupier of any Apartment,

18. Insurance of buildings, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.

21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.

22. Electric Supply system;

23. Electric Generating Set;

24. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
25. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
26. Costs and expenses relating to plantation of trees , maintenance of gardens and supply of water to the gardens.
27. Any other expense for common Purpose

### **SCHEDULE -M ABOVE REFERRED TO**

#### **FIT-OUT GUIDE**

##### **1. Introduction**

To ensure that all works of a construction nature within the Project correspond to high standards and to ensure that none of the constituents of the Project is damaged or adversely affected due to undertaking such construction activities, whether external or internal, (“

1.2. The Purchaser is desirous of installing furniture and fixtures within the Said Unit (“**Fitting Out Works**”) and has voluntarily agreed to comply with the SoP so developed by Promoter and the Property Management Team.

1.3. The purpose of the Guide is to establish the procedures for monitoring and controlling the Unit Owner’s Fitting Out Works to ensure that the Fitting Out Works are:

- 1.3.1. carried out in accordance with the approved plans; and
- 1.3.2. in compliance with the SoP.’

##### **2. PRE-FITTING OUT ACTIVITIES**

2.1. Prior to commencing the Fitting Out Works, the Unit Owner agrees to submit the relevant drawings, plans and specifications to the Property Management Team in the manner to be specified.

2.2. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Owner, the same shall be either approved with or without modification. In the event any modification is suggested, the Unit Owner shall forthwith revise the work schedule and submit the revised plan to the Property Management Team and/or the Property Management Team shall be entitled to seek for additional information, drawings or specifications for suggesting such

modification or ascertaining compliance with the SoP.

2.3. No Fitting Out Works shall be commenced until and unless the plan or revised plan, as the case may be, has been approved by the Property Management Team and a '**Fitting Out Permit**' has been issued to the Unit Owner, indicating the official approval to commence Fitting Out Work.

2.4. Before commencing Fitting-Out Works, the Unit Owner shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:

- 2.4.1. comprehensive all risks insurance policy covering damage to the property; and
- 2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Owner shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

### **3. EXECUTION OF FITTING OUT WORKS**

3.1. The Fitting Out Works is required to be undertaken by the Unit Owner or its duly appointed contractor, in compliance with the instructions specified in this regard

3.2. The Unit Owner shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:

- 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and
- 3.2.2. only after obtaining photo identity card from the Property Management Team.

3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP - If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit

Owner to rectify the discrepancy and issue a **Notification of Discrepancy** to the permit holder - The Unit Owner shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Owner shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Owner shall inform the Property Management Team - who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.

3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Owner or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Owner fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work

3.5. The Unit Owner further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting / fixtures . If so required, Unit Owner shall remove such installation, partition or any article to permit the said replacement or installation to execute the said replacement or installation work.

#### **4. CHARGES AND DEPOSITS**

##### 4.1. Charges

4.1.1 *Fitting Out Administration Charges:* The Unit Owner will be required to pay a sum of Rs.2,000 (Rupees two thousand) towards fitting out administration charge, which shall be utilised by the Property Management Team to issue identity cards and other administrative expenses.

4.1.2 *Other Charges:* The Unit Owner will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Owner's account.

##### 4.2. Deposits

4.2.1 The Unit Owner will be required to pay an interest free deposit of Rs.25,000/- (Rupees Twenty Five Thousand) ("**Security Deposit**") to the Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Owner of the following obligations:

4.2.2 : Repairs and Maintenance

4.2.2.1. to make good to\_\_\_\_\_'s and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;

4.2.2.2. to remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Owner fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Owner; and

4.2.2.3. to comply with the requirements and abide by the terms set out in this Guide.

4.2.3 The Security Deposit will be refunded to the Unit Owner only after the Property Management Team has confirmed its satisfaction with the completed Fitting Out Works, in writing and after deductions if any, in respect of any damage caused to the premise, or, any sums due to indemnity in respect of any charges or fees. Provided that, if the sum representing the damages or any indemnity exceeds the corpus of the Security Deposit, the Unit Owner will have to pay the balance amount immediately upon receipt of notice from the Property Management Team, without any delay.

## 5. COVENANTS

5.1. The Unit Owner agrees and undertakes to

5.1.1 Obtain prior approval of Sub-Lessor and/or Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

5.1. 2. Submit to Sub-Lessor and the Property Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in



the common area unless prior approval is obtained from the Property Management Team;

5.1.3. Maintain at its/his/her cost and expense all internal fixtures & fittings, doors, windows, housekeeping and pest control;

5.1.4. Inside the Said Unit, display the information pertaining to the layout of the Said Unit, name of the architect, supervisor name, address and telephone number, list of vendors, address and name of the in charge along with telephone / mobile numbers;

5.1.5 At the main entrance of the Said Unit, display a notice stating "**under maintenance**;" and

5.2. Provide his/her/their emergency contact details. The Unit Owner expressly agrees and acknowledges that this Guide is mainly for securing the beneficial enjoyment of the other properties in the said Comlex by other unit - holders and is not repugnant to the interest of the Unit Owner .

## **6. ASSISTANCE BY PROMOTER AND PROPERTY MANAGEMENT TEAM**

6.1. The Unit Owner may contact the designated person of the Property Management Team, whose contact details have been provided, which information may be updated from time to time with prior intimation to the Unit Owner, provided that all such correspondence shall be required to be routed through the person designated as the property manager of the Project. For breakdowns of common essential services such as lifts, power or water supply after office hours, the Unit Owner may contact the relevant personnel of the Property Management Team, by routing the request through the property manager.

6.2. Unit owner shall nominate a representative as a one point contact to interact with the Property Management Team in all work relating to the Fitting Out Works prior to the commencement of the Fitting Out Works.

**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-Lessor.....

At..... on ..... in the presence of:

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Developer in the presence of:

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Sub-Lessee in the presence of:

1.

2

**ANNEXURES**

<b>ANNEX-A</b>	<b>Plan of the ENTIRE HOUSING COMPLEX</b>
<b>ANNEX-B</b>	<b>Plan of the Existing Buildings</b>
<b><u>ANNEX-C</u></b>	<b>Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.</b>
<b><u>ANNEX-D</u></b>	<b>Revised Unit/Floor Plan</b>