

AGREEMENT FOR SUB-LEASE

THIS AGREEMENT FOR SUB-LEASE (“**Agreement**”) is made on this [●] day of [●], 2026 at Kolkata

BY AND BETWEEN

DEVELOPMENT CONSULTANTS PRIVATE LIMITED (CIN: U45201WB1970PTC027727, PAN: AAACD8900F), a company within the meaning of the Companies Act, 2013, having its registered office at 24 Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Pin 700016, represented by its constituted attorney **PS GROUP REALTY PRIVATE LIMITED (CIN: U65922WB1988PTC044915, PAN: AABCP5390E)**, a company within the meaning of the Companies Act, 2013, having its registered office at 1002, E.M. Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata 700105 vide registered power of attorney dated 29th January 2026 registered in the office of ARA-IV, Kolkata and recorded in Book no-I, Volume No. 1904-2026, pages from 75967 to 75985, being no. 190401403 for the year 2026 represented by its authorised signatory, duly authorised by Board Resolution dated [●], hereinafter referred to as “**SUB LESSOR**” (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successor(s)-in-interest and/or permitted assign(s)) of the **FIRST PART**;

AND

PS GROUP REALTY PRIVATE LIMITED (CIN: U65922WB1988PTC044915, PAN: AABCP5390E), a company within the meaning of the Companies Act,

2013, having its registered office at 1002, E.M. Bypass, Front Block, Kolkata, Post Office Dhapa, Police Station Pragati Maidan, Pin 700105, represented by its authorised signatory, Mr. [•] (Aadhaar No.: [•], PAN: [•]), son of Mr. [•], by faith [•], by occupation [•], by nationality Indian, residing at [•], Post Office [•], Police Station [•], Pin [•], duly authorised by the Board Resolution dated [•], hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-interest, nominees and/ or assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

[•] (PAN: [•], CIN: [•]), a company incorporated within the meaning of the Companies Act, 2013, having its registered office at [•], P.S. [•] and P.O. [•], Kolkata [•] duly represented by its authorized signatory [•] (PAN: [•], Aadhaar No.: [•]), son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**ALLOTTEE**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/ or permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership Firm]

[•] (PAN: [•]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], represented by its authorized partner, [•], (PAN: [•], Aadhaar No.: [•]), son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners’ respective heirs, executors, administrators, legal representatives, successors and/ or permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a Limited Liability Partnership]

[•] (PAN: [•], LLPIN: [•]), a limited liability partnership registered under the Limited Liability Partnership Act, 2008, and having its principal place of business at [•], represented by its authorized partner, [•], (PAN: [•], Aadhaar No.: [•]), son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**ALLOTTEE**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/ or permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

[●] (PAN: [●], Aadhaar No.: [●]) son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and/or permitted assigns) of the **THIRD PART**.

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

WHEREAS:

- A. By way of a Deed of Lease dated 10 April 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 6, Pages 4675 to 4687, being Deed No. 5967 for the year 2008 (“**Deed of Lease**”), the Governor of the State of West Bengal through the Urban Development Department (now the Department of Urban Development & Municipal Affairs) (“**GOWB**”) granted the leasehold right and interest in respect of **ALL THAT** piece and parcel of land admeasuring 243.625 (two hundred forty three point six two five) cottahs, equivalent to 4.02 acres (four point zero two) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Bidhannagar, District North 24 Parganas, morefully described in **Schedule A** hereunder written and the plan of the land is annexed hereto and marked as **Annexure A** (“**Subject Land**”), in favour of the Sub Lessor i.e., Development Consultants Private Limited, for a period of 999 (nine hundred ninety nine) years for the purpose of setting up houses and buildings thereon to be used as a ‘Trade Centre’, for international trade/ commerce and related activities subject to the terms and conditions mentioned therein (“**Principal Lease**”).
- B. The Sub Lessor has obtained a single integrated sanction plan dated 13.01.2026 (“Plan”) granted by the Nabadiganta Industrial Township Authority, vide building permit no. SWS-OBPAS/2127/2025/0030/EXT/1 to develop the Subject Land including the Project (as defined hereinafter). For the purposes of the Project, the term Plan shall include all amendments/modifications/renewals/revalidation thereto.

- C. Thereafter, the Sub Lessor and the Developer have entered into a Joint Development Agreement dated 27th January , 2026, registered in the Office of the ARA-IV, Kolkata, recorded in Book No. I, Volume no. 1904-2026, Pages from 91161 to 91220, being No. 190401051 for the year 2026 (“**JDA**”) for *inter alia* development of the Project (as defined hereinafter) and sharing of the transferrable areas in the Project between the Sub-Lessor and the Developer in the manner more particularly set out therein. Pursuant thereto, the Sub Lessor has executed a Power of Attorney dated 29th January 2026 registered in the office of ARA-IV, Kolkata and recorded in Book no-I, Volume No. 1904-2026, pages from 75967 to 75985, being no. 190401403 for the year 2026 (“**POA**”) in favour of the Developer.
- D. Subsequently, in terms of the JDA, the Sub Lessor and the Developer have entered into a Share Allocation Agreement dated [•] delineating the respective allocation of the Sub-Lessor and the Developer.
- E. Out of the Subject Land, undivided land admeasuring 163 (one hundred and sixty three) cottahs, equivalent to 2.69 acres (two point six nine) acres, comprised in and being a portion of Plot No. E-1 in Block EP and GP, Sector V, Bidhannagar, District North 24 Parganas, morefully described in **Schedule A1** hereunder written and the plan of the land is annexed hereto and marked as **Annexure A1 (“Project Land”)**, is earmarked for the purpose of commerce and trade related activities comprising mixed use buildings having: (a) 2 (two) office building blocks namely Block A (“**Block A**”) and Block B (“**Block B**”) for office purposes; and (b) a podium building primarily intended for vehicle parking and circulation areas (“**Podium Building**”), together with the necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the use and enjoyment in common by the Developer and the allottee(s) of the office units in Block A and Block B, to be called as ‘Harbour One’ (“**Project**”). It is hereby clarified that basement and ground floor, roof, and the constructed space/unit on the roof of the Podium Building shall be exclusively reserved by the Developer. Further, basement and ground floor of the Podium Building shall be reserved by the Developer for the use of the allottee/occupier/tenants/visitors of the proposed retail block to be constructed by the Developer on the balance portion of the Subject Land (“**Retail Block**”) and the allottees of the Project shall not have any right or interest in or over such reserved floors (including the landscaped area as demarcated by the Developer under Clause 7.3 of this Agreement) except such limited access rights as may be required for ingress, egress, circulation and operation of the Project. It is further

clarified that certain infrastructural facilities, accessways, driveways, ramps, utility corridors, services, installations and other identified amenities situated within the Project Land and/or the balance land comprising the Retail Block may be designated by the Promoter for shared use and enjoyment between the Project and the Retail Block (collectively, “**Shared Common Areas and Facilities**”), more fully described in Part IV/V of Schedule B. The Promoter shall have the right to regulate, modify, allocate and manage the use of such Shared Common Areas and Facilities in such manner as may be necessary for the efficient functioning, access and operation of both the Project and the Retail Block.

- F. The Sub Lessor and the Developer have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on [•], bearing registration No. [•].
- G. The Sub Lessor and the Developer agree and undertake that they shall make changes to the sanction plan only in strict compliance with S 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”), and/or provisions of the West Bengal Real Estate (Regulation and Development) Rules, 2021 (“**Rules**”) and other laws and rules, as applicable.
- H. The Allottee had applied for obtaining sub-lease of a commercial unit in the Project for the unexpired term of the Principal Lease *vide* application no. [•] dated [•] and has been allotted commercial unit no. [•], having Carpet Area of [•] square feet, on [•] floor of the Block A/ Block B, along with the exclusive open terrace attached to the Office of [•] square feet, if applicable (“**Office**”), together with the right to use [•] number of mechanical/covered parking space in the Podium Building more fully described in **Part III of Schedule B (“Car Parking Space”)**, if any, as permissible under the applicable law, lying and situated in the Project Land and forming part of the Developer’s allocation, together with the pro rata, undivided, impartible and variable right to use: (a) common areas exclusively reserved for the allottees of Block A/Block B, as more fully described in **Part I/Part II (as the case may be)**; (b) Shared Common Areas and Facilities designated by the Developer for shared use between the Project and the Retail Block (collectively, “**Common Areas**”) more particularly described in **Schedule C** hereunder written (collectively “**Unit**”) and the floor plan of the Office is annexed hereto and marked as **Annexure B**.

- I. Pursuant to the aforesaid application made by the Allottee and the allotment made by the Sub Lessor and the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings, oral and in writing, express or implied) for granting sub-leasehold right and interest in respect of the Office including the Terrace Area to the Allottee for the period commencing from the date of execution of deed of sub lease or completion certificate, whichever is earlier for the unexpired period of the Principal Lease. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties are fully competent to enter into this Agreement and all the legal formalities with respect to the leasehold right and interest of the Sub Lessor and the Developer regarding the construction on the Project Land have been completed.
- K. 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;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sub Lessor hereby agrees to grant the sub-leasehold right and interest in respect of the Office to the Allottee and the Allottee hereby agrees to acquire the Office on a sub leasehold basis as specified in Paragraph G and the Developer agrees to confirm the same.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Sub Lessor and the Developer agree to sub lease to the Allottee and the Allottee hereby agrees to take on sub lease, the Office as specified in paragraph G above and the Developer agrees to confirm the same;

The total price (excluding Goods & Service Tax) for the Unit based on the carpet area of the said Office is INR [●] (Indian Rupees [●]) only (“**Total Lease Premium**”). The Total Lease Premium for grant of sub-lease of the Office based on the carpet area is mentioned in the Payment Plan (as defined hereinafter) in **Schedule D** written hereunder.

The following are not included in the Total Lease Premium and the Allottee has agreed and undertakes to additionally pay each of the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same to be paid as demanded by the Developer (“**Extras and Deposits**”).

a)	Extra Charges (in rupees)	
1)	CESC Transformer Charges	Rs.....+ applicable GST
2)	CESC Security Charges	
3)	DG/Generator Connection	Rs.....+ applicable GST
4)	VRV AC System Charge (outdoor only)	Rs.....+ applicable GST
6)	Maintenance Charges (12 Months Advance)- The amount shall be payable towards 12 (twelve) months’ advance maintenance charges. The same shall be adjusted against the maintenance charges payable by the Allottee for the first 12 (twelve) months, commencing from the date on which maintenance charges for the use of common areas become due. The Allottee shall pay to the Promoter an amount equivalent to 1 (one) year of Maintenance Charges plus applicable GST	Rs.....+ applicable GST

7)	Legal and Documentation charges including Incidental Charges	Rs.....+ applicable GST
8)	Association Formation Charges means the one-time charges payable by the Allottee/Owner towards the costs and expenses incurred for formation, registration, and establishment of the Association of Apartment Owners/Society, including but not limited to legal fees, documentation charges, registration fees, consultancy fees, administrative expenses, and all incidental costs required for constituting and operationalizing the Association in accordance with applicable laws.	Rs.....+ applicable GST
9)	Webel/urban Development charges	On actuals
10)	Rule 31 Charges, if any (Plan modification charges):	
10)	EV Cabling Charges	Rs.....+ applicable GST
b)	Deposits (in rupees)	
1)	Sinking Fund (Interest Free) Deposit- This amount is payable for repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association may deem fit and proper. The Promoter shall hand over the Sinking Fund without any interest less any expenditure reasonably	

	incurred for major repairs or capital replacements and deductions as agreed herein to the Association at the time of transfer of maintenance responsibilities.	
2)	Municipality Deposit (Interest Free) rates and taxes to be appropriated in respect of the said Unit/Apartment for 12 months. The Promoter shall transfer municipality deposits which are transferable deposits and/or funds free of any accrued interest to the Allottee after the Allottee completes the mutation, subject to deductions, if any, as ascertained by the Promoter.	
	Total Extras & Deposits	INR [●]_____ + On Actuals + Applicable GST

The Extras and Deposits shall be paid by the Allottee to the Developer, as detailed in the Payment Plan (as defined hereinafter) in **Schedule D** without raising any objection whatsoever regarding the same.

Further, applicable Goods and Services Tax (“**GST**”) and any other tax, duty, levy, cess, etc., if applicable, on the above amounts i.e. on the Total Lease Premium, Extras and Deposits shall be paid by the Allottee in addition to the above.

Explanation:

- (i) The Total Lease Premium above includes the booking amount paid by the Allottee to the Developer towards the Office;
- (ii) The Total Lease Premium above is exclusive of GST, which may be levied in connection with the construction of the Project payable by the Developer up to the date of handing over the possession of the Office;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/reduced based on such change/modification;

- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in para (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Developer shall provide the Allottee with 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 Lease Premium includes the price for right to use the Common Areas (to the extent applicable) subject to payment of Common Expenses as morefully detailed in **Schedule G**.
- (v) The Total Lease Premium is escalation-free, save and except increments which the Allottee hereby agrees to pay due to: (i) 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; and/ or (ii) abnormal increase in cost of construction materials / labour cost after launch of the Project, if approved by the competent authorities. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, cost of construction materials/labour cost, the Developer shall enclose the said notification / order / rule / regulation / permission to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (vi) The Allottee shall make the payment of the Total Lease Premium and the Extras and Deposits as detailed in **Part II of Schedule G** as per the payment plan set out in **Schedule D** hereunder written ("**Payment Plan**").

1.2. **Payment of Annual Rent:** The Sub Lessee shall, besides the Total Lease Premium and Extras and Deposit of the Unit, make timely and regular payment of annual rent of INR [●] (Indian Rupees [●]) per sq. ft. with GST, if applicable, on the carpet area of the Office on or before the 7th day of January every year in advance to the Developer and in case of revision of annual rent by the relevant authority, the annual rent will be proportionately revised from time to time.

- 1.3. **Payment of Common Expenses:** The Allottee shall besides the Total Lease Premium of the Office also make timely and regular payment month by month and every month its share of monthly Maintenance Charges (as defined hereinafter) as also the rates and taxes and other outgoings as mentioned in **Part I of Schedule G** including electricity charges as per meter reading and/or through prepaid/postpaid electric connection and all other outgoings. It is hereby further clarified that the common expense for transformer, switch room, panel room at Block B and DG space, forming part of the Shared Common Areas and Facilities, shall only be shared between the allottees of Block B and allottees/occupants/tenants of the Retail Block.
- 1.4. **Nomination:** If prior to execution of the deed of sub lease the Allottee(s) nominates his/their booked Unit unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Developer. However, the first 24 (twenty four) months from the date of application/booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party ("**Lock-in Period**"). At the time of nomination, the transferee will be compulsorily required to register the agreement for transfer/nomination agreement.

The Allottee shall pay INR [●] (Indian Rupees [●]) per sq.ft computed basis the carpet area of the Office, and applicable taxes, as and by way of nomination fees to the Developer ("**Nomination Fees**"). Notwithstanding anything contained herein, the Allottee shall not be entitled to exercise the right of nomination unless and until (i) all outstanding dues, charges and payments payable by the Allottee to the Developer, including but not limited to instalments, maintenance charges, statutory dues, GST and any other amounts due under this Agreement, have been paid and cleared in full to the satisfaction of the Developer, and (ii) the Allottee has obtained a No Objection Certificate ("**NOC**") from the Developer in such form and manner as the Developer may prescribe, and the Developer shall be entitled to refuse or withhold the NOC and/or consent to any nomination in the event of any subsisting default or outstanding dues on the part of the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee 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/paid by the Allottee paying to the Developer 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 Allottee as and when applicable.

- 1.5. It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications, without the previous written consent of the Allottee. However, the Developer shall be entitled to make such kind of additions/ alterations in the sanctioned plans, layout plans and specifications that will not adversely affect the structure or stability of the Office, without the requirement of obtaining any prior consent from the Allottee. Provided that the Developer may make such minor additions or alterations as may be required as per the provisions of the Act or as may be required by the Allottee, provided however that the Developer shall be entitled to claim extra charges from the Allottee for such additions or alterations. Provided further that the Developer shall be entitled, without obtaining consent of the Allottee, to amalgamate, merge, subdivide or reconfigure any other office(s) and/or common areas including common passages, corridors and circulation spaces, and to carry out consequential changes in the sanctioned plans and layout plans, infrastructure and amenities, so long as such changes do not adversely affect the structure or stability or carpet area of the Office or materially diminish the access to the Office. Further, the Allottee agrees to pay any statutory or other charges on such account including charges pursuant to an application under Rule 31 of the West Bengal Municipal Building Rules, 2007.
- 1.6. The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/ occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Lease Premium payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by the Allottee within 45 (forty five) days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. The Allottee agrees that the methodology for calculation and settlement of such adjustments may, if required, be separately recorded between the Parties.

- 1.7. Subject to Clause 11.2, the Developer agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive sub leasehold right and interest in respect of the Office including the Terrace Area;
 - (ii) The Allottee shall also have the right to use the Common Areas/Portions in relation to the Project along with other occupants as morefully mentioned in **Part I/Part II (as the case may be),and Part IV/V (as the case may be) of Schedule B** below, without causing any inconvenience or hindrance to the other allottees. The Allottee shall at no time be entitled to access or use other blocks as well as common areas of the other blocks of the Project. Further, the right to use the Common Areas is subject to the timely payment of Maintenance Charges and other charges as applicable. It is clarified that the Sub Lessor and the Developer shall convey undivided proportionate sub leasehold right and interest in the Common Areas to the association of allottees ("**Association**") as provided in the Act. It is clarified that the identification, extent and description of the Common Areas set out herein as well as the Schedules are tentative and indicative, and the same shall be finalised upon receipt of the completion certificate/occupancy certificate (as applicable) for the Project.
 - (iii) The Allottee shall also have the right to use Car Parking Space(s) in the Podium Building, if any under this Agreement with other allottees as morefully mentioned in **Part III of Schedule B** below; and
- 1.8. It is made clear by the Developer, and the Allottee agrees that the Unit, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Land to the extent attributable to the Project and, save and except as mentioned in this Agreement, is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure. Further, the Project shall not be linked or combined with the Retail Block being developed within the Subject Land, save and except, for integration of the infrastructural facilities for the benefit of allottees. Accordingly, the allottees of the Project shall be entitled to the right to use and enjoy Shared Common Areas and Facilities in common with the allottees/occupants/tenants of the Retail Block, which due to the complex scheme of development, design,

logistic and operational reasons cannot be segregated and are required to be integrated with the Retail Block for the benefit of the allottees of the Project.

- 1.9. The Sub Lessor agrees to pay all outgoings with respect to the Project Land before handing over the Common Areas to the Association and the Developer agrees to pay all outgoings in respect of the Office before handing over the physical possession of the Office to Allottee. If the Sub Lessor or the Developer fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the physical possession of the Project/Office to the Association/Allottee respectively, the Sub Lessor or the Developer agrees to be liable, even after such transfer of the physical possession of the Project/Office, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10. The Allottee has paid a sum of INR [•] (Indian Rupees [•] only) as booking amount being part payment towards the Total Lease Premium at the time of application, the receipt of which the Developer hereby, and by way of the Memo duly acknowledges and the Allottee hereby agrees to pay the remaining lease premium of the Office as prescribed in the Payment Plan as demanded by the Developer within the time and in the manner specified therein, provided that if the Allottee defaults in payment towards any amount which is payable, he/she/it/them shall be liable to pay interest at the rate at the prime lending rate of State Bank of India plus 2% (two percent) with applicable GST.

2. **MODE OF PAYMENT**

- 2.1. Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Developer as per the bank account details provided herein below:

Beneficiary Name: [•]

Bank: [•]

Account No.: [•]

Branch: [•]

IFSC Code: [•]

The Allottee acknowledges that it is their responsibility to make timely payment of the Total Lease Premium and other amounts payable in terms of this Agreement and the Developer from time to time shall give notice as the amounts due and payable by the Allottee and such notice may be sent by the Developer electronically, ordinary mail or by speed post with acknowledgment due. In case of payment by cheque a processing charge of INR 500 (Indian Rupees Five Hundred) plus applicable GST will be charged. It is agreed and recorded that no cash payment is acceptable by the Developer from the Allottee.

- 2.2. The Allottee shall, immediately upon making any payment to the Developer by cheque, RTGS, NEFT or any other banking mode, intimate the complete payment details to the Developer by email at [●] and simultaneously by SMS to the mobile number of the concerned Post-Sales Executive, specifying the Allottee's name, Office number, amount paid, mode of payment, date of transfer, bank details and transaction reference number, to enable the Developer to properly identify and account for the payment received, and the Developer shall not be responsible for any delay in credit, allocation or reconciliation of such payment arising from failure on the part of the Allottee to provide the aforesaid intimation in a timely manner.

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 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/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement.
- 3.2. 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.

- 3.3. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.4. The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any under the applicable laws.
- 3.5. The Developer shall not be responsible towards any third party for making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Office applied for herein in any way and the Developer shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her/it under any head(s) of dues including any interest accrued with applicable GST on such dues against lawful outstanding, if any, in his/her/its name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his/her/its payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for each of the Parties. The Developer shall abide by the time schedule for completing the Project and handing over the Office to the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the **Schedule D** (Payment Plan).

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

- 6.1. The Allottee has perused the specifications of the Office, as morefully described in **Schedule F** and accepted the Payment Plan mentioned in **Schedule D**, floor plans, layout plans, amenities) and facilities as mentioned in this Agreement, as represented by the Developer.
- 6.2. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, Floor Area Ratio ("**FAR**") and density norms and provisions prescribed by the applicable rules and shall only be entitled to make any variation /alteration /modification in such plans, as per and in the manner provided under the Act and this Agreement.

7. **FACILITIES/AMENITIES:**

- 7.1. Neither the Allottee nor any of the allottees of the Project shall object to the Developer laying through or under or over the Project Land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other blocks which are to be developed and constructed on any portion of the Project Land/Subject Land.
- 7.2. The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in relation to the Project, as specified in **Part I/Part II (as the case may be), and Part IV/Part V (as the case may be) of Schedule B**. Further, the Allottee shall at no time be entitled to access or use the other blocks of the Project including its common areas.
- 7.3. Any other areas as may be designated by the Developer including common open areas, common landscapes and driveways etc. in/on the Project, shall be an integral part of the layout of the development of the Project and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same. Provided however, the landscaping areas, as may be demarcated by the Developer, abutting the ground floor of the Retail Block shall not form an integral part of the layout of the development of the Project.
- 7.4. The Allottee shall at no time demand partition of the Office and appurtenances thereto.

8. **POSSESSION OF THE OFFICE**

8.1. **Schedule for possession of the Office:** The Developer agrees and understands that timely delivery of possession of the Office is the essence of the Agreement. The Developer, based on the approved plans and specifications, and such amendment(s) thereto, assures to hand over possession of the Office on or before [•], unless there is delay or failure due to war, riot, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, pandemic, scarcity or non-supply of construction materials, restrictive actions imposed by governmental authority(ies) or any other reason outside the Developer's control, affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Office, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, the Developer shall give a 30 (thirty) days prior written notice to the Allottee about the same, and upon expiry of the aforesaid notice period, this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount excluding any interest and GST received by the Developer from the allotment within 45 (forty five) days from that date of such termination. Simultaneously, with the refund of the money paid by the Allottee, the Developer shall be at liberty to act as the constituted attorney of the Allottee and execute, present or register unilaterally a deed of cancellation, if required by the Developer, at the cost of the Allottee, and the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2. **Procedure for taking possession:**

(a) Upon receipt of the completion certificate and/or occupancy certificate from the competent governmental authority, and the Allottee not being in breach of its obligations under the Agreement, the Developer shall issue a written notice cum demand letter to the Allottee ("**Possession Notice**") calling upon the Allottee to:

(i) pay all outstanding amounts payable under this Agreement, including but not limited to Extras, Deposits, applicable GST, interest (if any), and any other dues attributable to the Office; and

(ii) take possession of the Office within 30 (Thirty) days from the date of receipt of the Possession Notice (“**Handover Date**”).

(b) Upon payment of all outstanding dues and compliance with the terms of this Agreement, including execution and registration of the deed of sub-lease and submission of necessary undertakings and indemnities, the Developer shall hand over exclusive physical possession of the Office to the Allottee.

(c) From the Handover Date, the Allottee shall be liable to pay Common Expenses, applicable taxes, GST, and other statutory outgoings and penalties in respect of the Office.

8.3. **Failure of Allottee to take Possession of Office:**

(a) In the event the Allottee fails to:

(i) make payment of the outstanding amounts specified in the Possession Notice; and/or

(ii) take possession of the Office within the Handover Date for any reason whatsoever,

then the expiry of the said 30 (Thirty) day period shall be deemed to be the “Deemed Possession Date”, and the Allottee shall be deemed to have taken possession of the Office on such date.

(b) From the Deemed Possession Date:

(i) the Allottee shall be liable to pay Common Expenses, applicable taxes, GST and all other outgoings in respect of the Office;

(ii) any delay in payment of Common Expenses shall attract interest at the rate of 15% (Fifteen Percent) per annum from the date of default until actual payment; and

(iii) the Developer shall be entitled to exercise its rights and remedies under this Agreement and declare the Allottee as a defaulter, in the event the default continues for a period of 2 (Two) months from the Deemed Possession Date.

(c) Without prejudice to the foregoing and in the event the Allottee fails to take physical possession of the Office within the Handover Date despite being deemed to have taken possession in terms hereof, the Allottee shall, from the Deemed Possession Date until actual taking over of physical possession, be liable to pay holding charges/demurrage at the rate of INR [●] (Indian Rupees [●]) per month together with applicable GST. Such holding charges shall be in addition

to the Common Expenses, applicable taxes and interest payable under this Agreement

. The Developer shall not be responsible for any damage caused due to natural wear and tear to the Office on account of delay in taking possession by the Allottee and in such an event, the Allottee shall agree to take possession of the Office on 'as is where is' and 'as is what is' basis.

- 8.4. **Possession by the Allottee:** After obtaining the partial completion certificate/ occupancy certificate and handing over physical possession of the Office to the allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, as per the local laws.
- 8.5. **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw its allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, then subject to terms mentioned herein, the Allottee shall serve 45 (forty five) days' notice in writing on the Developer and on expiry of the said period the allotment shall stand cancelled and the Developer herein shall be entitled to forfeit the booking amount paid for the allotment together with all interest liabilities, penalty paid/payable by the Allottee, brokerage/commissions paid to any real estate agent/channel partner/broker, GST, thereupon stamp duty and registration charges or any other incidental charges. The balance amount of money, if any, paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty five) days of such cancellation subject to execution and registration of deed of cancellation of this Agreement at the cost of the Allottee, if necessary. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 8.6. **Compensation:** The Promoter (as defined under the Act) shall compensate the Allottee in case of any loss caused to him/it/them due to defective leasehold right and interest of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the

time being in force. Provided however, the Allottee shall not be eligible for any compensation in the event where the defect in the leasehold right and interest of the Project Land is owing to any resumption of the Project Land and/or cancellation of the Principal Lease by the GoWB. Provided further that, notwithstanding the above, in the event that the GoWB or any competent authority awards any compensation consequent to such resumption of the Project Land and/or cancellation of the Principal Lease, such compensation shall first be applied towards making good the losses, costs and damages of the Sub Lessor and the Developer in connection with the Project Land and/or the development of the Project, as the case may be, and the balance remaining thereafter, if any, shall be distributed amongst the allottees of the Project on a pro rata and proportionate basis having regard to the respective carpet area/unit entitlement of each allottee in the Project, and such proportionate share, if any, shall constitute full and final settlement of all claims of the Allottee arising out of or in connection with such resumption or cancellation.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Office (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to suspension or revocation of the registration under the Act for any reasons whatsoever or for any other reason, the Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Office, with interest at the prime lending rate of State Bank of India plus two percent within 45 (forty five) days including compensation in the manner as provided under the Act subject to execution and registration of the deed of cancellation of this Agreement, if necessary. Provided that if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the prime lending rate of State Bank of India plus two percent for every month of delay, till the handing over of the possession of the Office.

9. **REPRESENTATIONS AND WARRANTIES OF THE SUB LESSOR AND THE DEVELOPER**

The Sub Lessor and the Developer, hereby jointly and severally represent and warrant to the Allottee as follows:

- (i) The Sub Lessor has absolute, clear and marketable leasehold right and interest with respect to the Project Land;

- (ii) The Developer has requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (iii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Project Land or the Project save and except the construction finance obtained by the Developer, if any;
- (v) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Office;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Office are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, till the date of handing over of the Common Areas to the Association;
- (vii) The Sub Lessor and the Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the sub leasehold right, and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Sub Lessor and the Developer have not entered into any agreement/arrangement with any person or party with respect to the Office which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Sub Lessor and the Developer confirm that they are not restricted in any manner whatsoever from sub leasing the Office to the Allottee in the manner contemplated in this Agreement;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Developer shall, if demanded by the authority(ies), 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 Project to the competent authorities, till the date of issuance of the completion certificate/ occupancy certificate in respect of the Project; and

(xii) That the Project Land is not Waqf property.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ALLOTTEE:**

- 10.1. After causing all necessary due diligence exercises in respect of the Project Land and the Project, compliances and non-compliances of the Developer, inspection and verification of all the deeds, documents, sanctions and approvals in relation to the Project Land and the Project respectively, the Allottee is satisfied with and has accepted the leasehold right and interest of the Sub Lessor in respect of the Project Land and the right of the Developer in respect of the construction of the Project including the Office.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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 hereunder with his/her/its obligations under or in connection with this Agreement.

- 10.5. The Allottee has fully understood the development scheme of the Project as envisaged by the Developer and has also fully read and understood the Deed of Lease. The Allottee expressly acknowledges and agrees that the overall development on the Subject Land is a mixed-use commercial development comprising the Project and the Retail Block, and that the Office allotted under this Agreement forms part only of the Project on the Project Land. The Allottee further acknowledges and agrees that, save and except for the limited right to use such Shared Common Areas and Facilities, the Allottee shall not acquire any right, title, interest, easement, licence or common user right, whether express or implied, in or to the Retail Block or the land on which the Retail Block is constructed, including without limitation any portion of the retail building(s), facilities, amenities, parking areas, services or operations thereof.
- 10.6. The Allottee 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 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.
- 10.7. The Allottee hereby confirms that, he/she/it has sought and obtained independent legal advice and opinion on this Agreement from his/her/its appointed advocate(s)/lawyer(s) and being fully satisfied with the opinion of his/her/its appointed advocate(s)/lawyer(s), caused execution and registration of this Agreement.
- 10.8. The Allottee hereby accepts that, the Developer shall have sole and exclusive right to allot the car parking space(s) in the Podium Building (as more fully detailed in **Part III of Schedule B**) available in the Project on or before the execution and registration of the deed of sub lease and to revise the same from time to time by intimating the Allottee. Further the Allottee hereby confirms that, he/she/it shall be bound by the decision of the Developer in respect of allotment and earmarking of the car parking space(s) in the Project and shall not raise any objection or claim in this regard. The Allottee further confirms that save and except the Car Parking Space(s) earmarked for his/her/its exclusive usage, he/she/it shall not cause any disturbance and/or use any other car parking space(s) allotted to any other allottee.

- 10.9. The Allottee has examined the approvals of the Project and the floor plans including the plan of the Office, the nature and quality of construction, facilities, and amenities to be provided thereto as per the general specifications as well as the common facilities and amenities of the Project.
- 10.10. The Allottee hereby agrees with the Common Areas intended to form part of the Project.
- 10.11. The Allottee hereby confirms the measurement of the carpet area of the Office and the method of calculation thereof.
- 10.12. The Allottee hereby confirms in the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent to the quality and cost of materials and specifications as set out in the **Schedule F** hereunder written.
- 10.13. The Allottee hereby confirms that he/she/it has fully read and understood the Agreement and is aware of all applicable laws, rules, regulations, notifications and circulars in respect of this transaction and further has/have agreed that the Developer is entitled to develop the Project Land and the Allottee will not object to the same. The Allottee also confirms, agrees and declares that the consideration including Extra and Deposits, expenses, taxes and other incidental costs agreed to be paid by him/her/it is fair and just and he/she/it shall have no right or claim and/or will not make any claim on any other portion of the Project Land/ Subject Land.
- 10.14. It is hereby clarified that in case of any minor additions required due to architectural and structural reasons duly recommended and verified by an architect or engineer, the Developer shall intimate the Allottee and the Allottee hereby give his/its/their consent for such minor change or addition.
- 10.15. The Allottee confirms that the Office is a bare shell unit and the Developer shall not be liable to provide any specifications and amenities in the Office, save and except the specifications as provided in Schedule F of this Agreement

- 10.16. The Allottee shall pay the respective payment installments on or before the due date in the manner, as stipulated in Payment Plan provided in **Schedule D** hereinunder written, along with applicable taxes . Intimation forwarded by Developer to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed, and such proof shall be valid and binding upon the Allottee and the Allottee agrees to make payment accordingly. Allottee hereby understands and agrees that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee as per the Payment Plan mentioned herein, and the Allottee shall make all payments to the Developer on or before the due dates, time being the essence of this Agreement.
- 10.17. The Allottee shall 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 other allottee and/or occupier of the offices below and in the event of any leakage or seepage of water, the Allottee shall forthwith carry out repairs at his/her/its own cost.
- 10.18. The Allottee acknowledges and agrees that all municipal taxes, cesses, rates, assessments, levies and other statutory charges in respect of the said Office shall, with effect from the date of issuance of the completion certificate, be borne and paid by the Allottee from the date of actual possession or deemed possession of the said Office, whichever is earlier.
- 10.19. The Developer shall facilitate the process for effecting mutation of the said Office in the name of the Allottee before the concerned municipal and/or revenue authorities. For this purpose, the Allottee shall provide a scanned copy of the registered conveyance deed and such other documents as may be required and comply with all applicable formalities. The Allottee shall pay service charges of INR 20,000/- plus applicable GST for such facilitation, as morefully detailed under Part II of Schedule G. Additionally, the Allottee shall also pay the applicable municipality deposit as morefully detailed under Part II of Schedule G, and any unutilised balance thereof shall be refunded to the Allottee..
- 10.20. The Allottee hereby agrees and undertakes that at the time of execution and registration of the deed of sub lease in respect of the Project Land in favour of the Association as may be formed for the Project, the

Allottee shall pay to the Developer its proportionate share of incidental costs, charges and expenses payable in connection with such sub lease or any other document or instrument of transfer relating to the Project Land.

- 10.21. The Allottee hereby confirms that, after the date of handover of the Office to the Allottee, if any damage due to wear and tear of whatsoever nature is caused thereto, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its own costs.
- 10.22. The Allottee shall on demand pay to the Developer at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/solicitors of the Developer in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the assignment.
- 10.23. Till the time, the possession of the Office is handed over to the Allottee by the Developer in terms of this Agreement, the Allottee only upon (i) payment of Nomination Fees; and (ii) a term of 24 (twenty four) months being elapsed from the date of this Agreement, may transfer his/her/its right, and interest under this Agreement to any third person/entity after obtaining prior written consent of the Developer. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, applicable laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee under this Agreement and payment of Nomination Fees, plus applicable GST/other taxes, apart from the documentation charges and/or legal fees and applicable taxes thereon payable to the lawyer/ service provider. On such transfer being approved in writing by the Developer, the Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/assignment.
- 10.24. The Allottee hereby confirms that, under no circumstances the possession of the Office will be given to the Allottee unless and until all

payments required to be made under this Agreement by the Allottee have been made in full.

- 10.25. The Allottee hereby confirms that, he/she/it shall use the Car Parking Space(s) (if any) for the purpose of parking of his/her/its private medium sized car(s) only. The Allottee further agrees and understands that the Car Parking Space(s) comprises an integral and inseparable part of the Unit.
- 10.26. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Developer in respect of the parking spaces to any other allottee and further undertakes not to disturb the use of the allotted parking space by the concerned allottee.
- 10.27. The Allottee authorizes the Developer to adjust/appropriate all payments made by his/her/it under any heads of dues including interest accrued on such dues against lawful outstanding, if any, in his/her/its name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Developer to adjust his/her/its payments in any manner.
- 10.28. The Allottee undertakes and assures that he/she/they/are legally qualified to enter into and sign this Agreement and not barred by any prevailing laws, acts and/or statutes from executing these presents.
- 10.29. The Developer clarifies that the Project is part of a large-scale development on the Subject Land which includes construction of the Retail Block on the balance Subject Land. The construction work for the Retail Block will continue till completion certificate in respect of the Retail Block is received. The Allottee understands that there will be certain construction activities which will cause noise/movement of vehicles for loading/unloading of construction materials and this may cause unavoidable inconveniences to them. The Developer will not be held responsible for the same. The Developer, however, will follow the rules/regulations prescribed by the municipal and/or civic authorities having jurisdiction over the Project.
- 10.30. The Allottee undertakes and assures that he/she/it/they shall have no right and interest in respect of the other offices comprised in the Project.
- 10.31. The Allottee covenants and undertakes that it shall, from the date of possession/Deemed Possession Date and thereafter, regularly and

timely pay and discharge all Common Expense, statutory outgoings, charges and levies in respect of the Office, including but not limited to property tax, cess, user charges, utility charges for electricity, water, sewerage, gas, waste management and any other charges, duties, fees or levies as may be imposed by any governmental authority, local body, service provider or competent authority from time to time, whether existing as on date or introduced in future.

- 10.32. The Allottee covenants and undertakes that notwithstanding that any part of the Shared Common Areas and Facilities may be located within the Project Land or within any building forming part of the Project, the Retail Block and its occupiers, tenants and visitors shall have a perpetual, non-exclusive right of ingress, egress and use of the Shared Common Areas and Facilities in common with the allottees and occupants of the Project. The Promoter and/or its nominees shall have the right to operate, regulate, maintain, repair, upgrade, replace and manage the Shared Common Areas and Facilities either directly or through the association or maintenance body formed for the Project, and neither the Allottee nor any association, or similar body formed by the allottees of the Project shall restrict, obstruct or otherwise interfere with the access to or use of the Shared Common Areas and Facilities by the Retail Block or the occupiers thereof. The Allottee further agrees that the rights of use, access and operation of the Shared Common Areas and Facilities in favour of the Retail Block as provided herein shall be binding upon the association or any such body formed by the allottees of the Project, and no rules, bye-laws, regulations or resolutions of such association or body shall derogate from, restrict or adversely affect such rights.

11. **EVENTS OF DEFAULTS AND CONSEQUENCES**

- 11.1. Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:
- (i) Developer fails to provide possession of the bare shell Office to the Allottee within the time period specified;
 - (ii) Discontinuance of the Developer'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.
- 11.2. In case of default by Developer under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest to the Developer. In the event the Developer is substituted, replaced or its rights and obligations are assigned, the Allottee shall thereafter make all payments to such substituted developer or permitted assignee; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever, along with interest at the prime lending rate of State Bank of India plus 2% (two percent) calculated from the date on which possession was due till the date of refund of the aforesaid amounts, within 45 (forty five) days of receiving the termination notice. Further, the Allottee, prior to receipt of the aforesaid refund from the Developer, shall at his/her/its own costs and expenses, execute all necessary cancellation related documents required by the Developer; or
- (iii) Where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Developer, interest at the prime lending rate of State Bank of India plus 2% (two percent), for every month of delay calculated from the date on which possession was due till the handing over of the possession of the Office. The aforesaid interest shall be paid by the Developer to the Allottee within 45 (forty five) days of it becoming due.

11.3. The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment within the due date as per the Payment Plan mentioned in **Schedule D** herein below, despite having been issued notice in that regard, the Developer shall be entitled to recover from the Allottee interest on the unpaid amount at the prime lending rate of State Bank of India plus 2% (two percent).

- (ii) In case the Allottee fails to make payment for any 2 (two) consecutive demands made by the Developer as per the Payment Plan and such default continues for more than 2 (two) months, then the Developer shall give a prior written notice of 15 (fifteen) days to the Allottee, to rectify the aforesaid conditions of default, failing which the Developer shall have the right to terminate this Agreement forthwith.
- (iii) Upon termination of this Agreement as aforesaid, the Sub Lessor shall refund to the Allottee, the total amount paid by the Allottee till the date of termination as reduced by aggregate amount of (i) booking amount; (ii) taxes including GST paid/payable on demand/s raised; (iii) brokerage paid to channel partners/brokers, if any; (iv) any other taxes including GST which are currently applicable or may be applicable in future on such cancellation; and (vii) interest accrued on amount of delayed / due payments till the date of termination ("**Termination Charges**").

For the sake of clarity, the interest and/or taxes paid on the Total Lease Premium shall not be refunded upon such cancellation / termination. In the event Allottee has opted to pay through finance availed from bank/financial institution, by way of loan or through any other arrangement, it shall be incumbent upon the Allottee to provide 'No Objection Certificate' (NOC) from such lenders towards release of charge on the Office, by the lender in favour of the Allottee. The remaining amount shall be paid without any interest within a period of 30 (thirty) days from the date of termination of this Agreement or the date of providing NOC of lender by the Allottee, whichever is later. However, the Developer shall also be entitled to directly pay the amount payable to the lender who has made payments on behalf of the Allottee towards the Office, to the extent so as to clear the mortgage debt from such lender and the remaining amount shall stand reduced by such amount. Further, upon communicating the termination of this Agreement by the Developer to the Allottee, pending refund of the remaining amount as aforesaid, the Developer shall be at liberty to sub-lease or transfer the Office to such person(s) at such total lease premium and on such terms and conditions as the Developer may think fit in its absolute discretion and the Allottee shall have no objection on the same. It is hereby clarified that, amount of stamp duty and

registration charges to be paid on deed of cancellation of this Agreement shall solely be borne by the Allottee.

- 11.4. The Allottee 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 Developer or its representatives and in such cases the Developer shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending a notice of termination. Upon such termination, the consequences of termination as enumerated in Clause 11.3 above shall follow.

12. **DEED OF SUB LEASE OF THE OFFICE**

The Sub Lessor and the Developer, on receipt of complete amount of the Total Lease Premium for the Office and Extras and Deposits as stipulated in **Schedule D** and such other charges as mentioned under the Agreement from the Allottee, shall execute a deed of sub lease and grant the sub leasehold right and interest of the Office within 3 (three) months from the issuance of the completion certificate/ occupancy certificate. However, in case the Allottee 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(s), the Allottee authorizes the Sub Lessor and the Developer to withhold registration of the deed of sub lease in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies). In the event of any delay or default on the part of the Allottee in completing the registration of the Office upon receiving the demand from the Developer, if the valuation of the Office increases, thereby resulting in an increase in the applicable stamp duty and/or registration charges, the Allottee shall be solely liable to bear and pay such enhanced stamp duty and registration charges. The Allottee shall not be entitled to claim or recover from the Sub Lessor or the Developer any compensation, discount, refund, costs, or charges in this regard.

13. **MAINTENANCE OF THE OFFICE AND PROJECT**

- 13.1. The Developer shall be responsible for providing and maintaining essential services in the Project, either by itself or through its

nominated agency, till the taking over of the maintenance of the Project by the Association or till the period of 1 (one) year after the issuance of the completion certificate of the Project, whichever is earlier.

- 13.2. The Developer may appoint one or more agencies or persons (“**Maintenance Agency**”) to look after the acts relating to the purposes of managing, maintaining, up-keeping and security at the Project and in particular the Common Areas, parking spaces and facilities, amenities and specifications, rendition of common services in common to the other occupants and, collection and disbursement of the Common Expenses as detailed in **Part I of Schedule G** and dealing with the matters of common interest of the other occupants and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective offices exclusively and the Common Areas on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.
- 13.3. The cost of such maintenance will be paid by the Allottee to the Developer for the first 12 (twelve) months as part of the Extras and Deposits calculated from the date of possession of the Office or the Deemed Possession Date, whichever is earlier and thereafter the cost of such maintenance shall, subject to Clause 13.5 hereinbelow, be paid by the Allottee to the Association or the Maintenance Agency appointed by the Association as part of Maintenance Charges. The Maintenance Charges wherever referred to in this Agreement 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 allottees and all other expenses for the common purposes to be contributed borne paid and shared by the allottees of the Project including those mentioned in the **Schedule G** hereunder written.
- 13.4. The Allottee shall before taking possession of the Office pay INR [●] (Indian Rupees [●]) only per square feet on the carpet area of Office together with applicable GST towards cost of such maintenance of the Office for the initial period of 1 (one) year. Further, the Allottee shall additionally pay INR [●] (Indian Rupees [●]) only per square feet on the carpet area of the Office towards interest free sinking/corpus fund. The Developer for providing the maintenance services of the Project will be entitled to the administrative charges of [●]% ([●] percent) of

maintenance expenses/charge. However, the first-year Maintenance Charges as mentioned herein are inclusive of the aforesaid administrative charges and compulsory contribution @ [•]% ([•] percent) of the total Maintenance Charges for creation of sinking fund.

- 13.5. The Developer has estimated the cost for first year Maintenance Charges, as per present indexation and on thumb rule basis, and as such it shall not have any obligation to submit any account with regards to the Maintenance Charges to the Allottee. However, neither the Developer shall ask for any extra amount on that account, for the said period, nor shall the Allottee ask for any deduction for the same. In case the Developer is required to maintain the Project beyond the said period, the Developer shall provide and maintain the essential services in the Project and the Allottee shall be liable to pay to the Developer the charges for such maintenance as fixed by the Developer i.e. at actuals or estimated whichever is higher. Further, if the actuals are higher the same shall be adjusted from the sinking fund to be transferred to the Association.
- 13.6. The rules/bye-laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Allottees of the Project and they are bound to follow the same. After the Common Areas of the Project are handed over to the Association, such Association may adopt the rules and the bye-laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.
- 13.7. As and when any plant and machinery, including but not limited to, DG sets, transformer, 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 first deducted from the sinking fund and thereafter be contributed by all the allottees in the Project (among whom such common facilities and amenities are shared) on pro-rata basis as specified by the Developer or Association, as the case may be and upon completion, the Developer or Association, as the case may be shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- 13.8. The Allottee shall be liable to pay interest @2% (two percent) per month on the due Maintenance Charges and if such default shall continue for

a period of 3 (three) months then in that event, the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Project and the Developer/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (a) to discontinue the facility of DG power back-up
- (b) to discontinue the usage of all amenities and facilities, including cleaning and upkeep of the common areas abutting its Unit, provided in the Project to the Allottee and his family members/guests, employees, associates, staffs etc.
- (c) to discontinue the provision of security services to the Unit of the Allottee, whereupon the Allottee shall be solely responsible for securing access to its Unit and shall be required to make its own arrangements for entry and exit, including operating its own designated gate/access point without any assistance from the Project's security personnel;
- (d) to display a notice of default in the name of the defaulting Allottee on a notice board prominently placed at one or more public areas within the Project, including the entrance lobby or common areas, and such notice shall remain displayed until all outstanding dues are cleared in full by the Allottee
- (e) the Developer /Association, shall be having lien on the Project for such unpaid amount of Maintenance Charges

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Developer/Association to realize the due amount from the Allottee.

- 13.9. The Allottee acknowledges that the Project contains certain utility shafts, service ducts, and/or pipe shafts ("**Shafts**") passing along the internal walls, floors, and/or ceilings of the Unit, the position of which has been duly disclosed to the Allottee prior to execution of this Agreement. The Allottee agrees to plan and carry out the internal layout of the Unit, including positioning of bathrooms, toilets, kitchen, wet areas, and utility spaces, strictly in accordance with the existing Shaft

positions, and shall not at any time block, alter, enclose, or tamper with such Shafts in any manner whatsoever.

- 13.10. The Developer and/or its authorized representatives shall at all times have the right of access to such Shafts for inspection, repair, maintenance, replacement, or upgradation, without any interference, obstruction, or objection from the Allottee. The Allottee shall not raise any claim or demand against the Developer on account of the location or passage of such Shafts through the Unit, and the existence of such Shafts shall not be construed as any deficiency in service or defect in the Unit. Any damage caused to such Shafts on account of the Allottee's fit-out or interior works shall be repaired by the Allottee at its own cost and to the satisfaction of the Developer/Association of allottees.

14. **DEFECT LIABILITY**

- 14.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of occupancy/completion certificate of the concerned block, it shall be the duty of the Developer to rectify such defects without further charge, within a reasonable time, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is agreed between the Parties that the Developer's obligation under this Clause shall only arise in the event such defect is solely attributable to the act of the Developer.
- 14.2. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Project or acts of third party(ies) or on account of any Force Majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Project.
- 14.3. Wherever, the Developer has agreements with the contractors and suppliers regarding warranty / guarantee for defects in equipment's, the Allottee(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 Allottee at the time of handover of possession of the Office. Their details will also be available with the facility management team/Association. Allottee can get the job done through facility management team/Association also. In case the above efforts fail the Allottee can get in touch with the Developer to rectify the defect.

Notwithstanding anything contrary contained in the above clause, defects arising out of deviation if any, due to specifications requested by the Allottee shall be excluded from the liability of the Developer as mentioned in Clause 14.1 above:

- a. Equipment (lifts, generator, motors, transformers, pumps, mechanical parking, CCTV, solar panels, exhaust systems, water treatment plans, sewage treatment plans and public address systems etc.) which carry manufacturers' guarantees for a limited period. Thereafter, the Association shall take annual maintenance contracts with the suppliers. The Developer shall endeavor to transfer manufacturer's guarantees/warranties to the Allottee or Association as the case may be.
- b. Fittings/fixtures related to plumbing, sanitary, electrical, hardware/H.V.A.C, water proofing/flooring, windows and glazing, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient and normal settlement.
- d. The terms of work like painting etc. which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Office/block and if the annual maintenance contracts are not done /renewed by the allottees, the Developer 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 equipment's, 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 the amenities in the Common Area wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the minor hairline cracks on the external and internal walls of the Office/block (excluding the RCC structure) which happens due to variation in temperature of more than 20°C and which do not amount to structural defects including normal settlement 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 Allottee it shall be necessary to appoint an expert who shall be the appointed structure engineer of the Project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Office/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

15. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to acquire the sub leasehold right and interest in respect of the Office on the specific understanding that his/her/its 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 (or the Maintenance Agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association from time to time.

16. **RIGHT TO ENTER THE OFFICE FOR CHECKS AND REPAIRS**

The Developer / Maintenance Agency / Association shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for the purposes of inspection, checks, operation, maintenance and providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the Office 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.

17. **GENERAL COMPLIANCE WITH RESPECT TO THE OFFICE**

- 17.1. Subject to Clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Office at his/her/its/their own

cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Office, 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 Office and keep the Office, 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 block is not in any way damaged or jeopardized.

- 17.2. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- 17.3. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- 17.4. The Allottee shall not store any hazardous or combustible goods in the Office or place any heavy material in the common passages or staircase of the building.
- 17.5. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Office and not tamper with the beams, columns and slabs of the building.
- 17.6. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association and/or Maintenance Agency appointed by the Association.
- 17.7. The Allottee shall pay its electricity bills at actuals.
- 17.8. The Allottee agrees that the supply of electricity to the Office through a pre-paid/post-paid meter shall be installed and commissioned by the Developer, and upon such installation and commissioning, the operation, servicing, maintenance and management of the electricity supply system, including the meter (whether pre-paid/post-paid), power backup systems, diesel generator (DG) sets and changeover systems, shall be undertaken by the Allottee, and the Allottee shall

make payment for electricity consumption directly to the concerned electricity distribution company, as applicable, in accordance with the prevailing tariff and applicable terms. The Allottee further acknowledges and agrees that timely payment of all electricity dues and charges to the concerned electricity distribution company is the sole and absolute responsibility of the Allottee, and in the event that any default or delay in such payment by the Allottee results in severance, disconnection or interruption of the electricity supply, whether to the Office or to the Project as a whole or any part thereof, the Allottee shall indemnify, defend and hold harmless the Promoter and all other allottees in the Project from and against any and all losses, damages, costs, charges, claims and proceedings arising out of or in connection with such severance, disconnection or interruption, and the Allottee shall further be liable to forthwith restore the electricity supply at its own cost and expense without any delay.

The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for acquiring the sub leasehold right and interest of the Office with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she/it/they has taken over for occupation and use the Office, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Office at his/her/its/their own cost.

19. ADDITIONAL CONSTRUCTIONS

- 19.1. The Developer shall have the right to carry out additional construction work at the Project, provided however that, such additional construction does not adversely affect the structure and stability of the Office, and the same shall be carried out in accordance with the S 14 of the Act read with R 9 of the Rules. The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Office after the plan has been approved by the competent authority(ies) except for as provided in the Act. The Allottee acknowledges that the Project has been designed and the foundation and structural framework have been planned and executed after

factoring the potential construction of additional floors/levels as permissible under applicable laws and approvals.

- 19.2. The Developer shall be entitled to alter, amend, modify and revise the Plan with respect to the Project from the concerned authority and in accordance with the same is entitled to carry out additional construction on the Project subject to compliance with S 14 of the Act read with R 9 of the Rules.
- 19.3. The Developer shall be entitled to the additional FAR in relation to the additional construction at the Project as aforesaid and shall be entitled to deal with the same as the Developer may deem fit and proper.
- 19.4. Without prejudice to the foregoing and notwithstanding anything contained elsewhere in this Agreement, the Allottee hereby expressly acknowledges and consents that the Developer shall have the right, at its discretion, to amalgamate, combine and/or reconfigure any of the floors between the 6th (sixth) floor and the 12th (twelfth) floor (both inclusive) in any of the Blocks forming part of the Project, including by merging two or more floors or creating larger floor plates or units, and to make such consequential changes to the sanctioned plans, layouts and configurations of such floors as may be required.
- 19.5. The Allottee further expressly acknowledges and consents that the Developer may also undertake certain planning, engineering and design modifications in the Project including, inter alia: (i) raising or modifying the levels of internal roads within the Project to address drainage requirements and avoid water logging; (ii) increasing the basement height and/or modifying the basement structure for the purpose of introducing mechanical or multi-level car parking systems; (iii) revising the area statement of the Project to reflect such changes; (iv) increasing the floor-to-floor height of the podium parking levels; (v) increasing the floor-to-floor height of Block A and/or Block B pursuant to or in consequence of any relaxation or approval granted by the competent authorities including the Airports Authority of India; (vi) incorporating, relocating or modifying service ducts, shafts and other service infrastructure in Block A and/or Block B as may be required for utilities and building services; and (vii) in Block B, amalgamating, combining or reconfiguring the office units on the 5th floor so as to create a single office unit or larger floor plate in accordance with customer or design requirements.

19.6. The Allottee hereby irrevocably consents to such amalgamation, modification, combination or reconfiguration and agrees that the same shall not be deemed to be a material alteration requiring any further consent of the Allottee under Section 14 of the Act or otherwise. In the event of such amalgamation, combination or reconfiguration, the common areas of the Project and the proportionate entitlement of the units therein shall stand revised, reallocated and recalculated in such manner as may be determined by the Developer in accordance with the revised sanctioned plans, and the Allottee hereby agrees to accept such proportionate adjustment without objection.

20. **DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Developer executes this Agreement, it shall not mortgage or create a charge on the Office and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Office. However, notwithstanding the above, the Developer shall have the right to obtain construction finance for the Project anytime during the period of construction of the Project, without creating any liability on the Allottee. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Project Land and/or the Project, and no separate consent of the Allottee shall be required for the said purpose.

21. **APARTMENT OWNERSHIP ACT**

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

22. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned

Registrar as and when intimated by the Developer. If the Allottee(s) fail(s) to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever, save and except the booking amount which the Developer shall be entitled to forfeit.

23. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Office, as the case may be.

24. **RIGHT TO AMEND**

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

25. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE AND/OR SUBSEQUENT ALLOTTEES**

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

26. **WAIVER NOT A LIMITATION TO ENFORCE**

- 26.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a

precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

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

27. **SEVERABILITY**

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

28. **METHOD OF CALCULATION OF MAINTENANCE CHARGES WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be in the proportion which the carpet area of the Office/shops (save and except for the attached exclusive terrace area) bears to the total carpet area of all the offices in the Project or in the manner as may be prescribed under the applicable law.

29. **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.

30. **PLACE OF EXECUTION**

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

31. **NOTICES**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by registered post at their respective addresses/email-IDs as specified below:

In the case of notice to Allottee, to:

Attention: [•]

Address: [•]

E mail: [•]

In the case of notice to the Developer, to:

Attention: [•]

Address: [•]

E mail: [•]

In the case of notice to the Sub Lessor, to:

Attention: [•]

Address: [•]

E mail: [•]

It shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the concerned Party, as the case may be.

32. **JOINT ALLOTTEES**

That in case there are joint allottees all communications shall be sent by the Developer to the allottee whose name appears first and at the

address given by him/her/it/them which shall for all intents and purposes to consider as properly served on all the allottees.

33. **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.

34. **DISPUTE RESOLUTION**

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

35. **ADDITIONAL TERMS AND CONDITIONS:**

- 35.1. Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Developer to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the leasehold right and interest of the Project Land and/or the building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Developer for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Project Land and/or the building, and no separate consent of the Allottee shall be required for the said purpose.
- 35.2. In the event of the Allottee obtaining any financial assistance from any bank/ financial institution, the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution, subject however to the fact that, the Developer is assured of all amounts being receivable for sub lease in relation to the Office and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee

from such bank/ financial institution and the Allottee shall indemnify and keep saved and harmless the Developer in that regard.

- 35.3. An intimation forwarded by the Developer to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Developer upon the Allottee, and non-receipt thereof by the Allottee(s) shall not be a plea or an excuse for non-payment of any amount or amounts.
- 35.4. All payments shall be made by the Allottee against proper receipts by the Developer and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- 35.5. In case of the Allottee committing any delay or default in any payment to be made to the Developer hereunder, then without prejudice to the other rights and remedies of the Developer in respect of such default hereunder or under law, the Developer may appropriate the subsequent payments made by the Allottee on such head(s) of the defaulted amount and interest applicable thereon and in such manner as the Developer may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.
- 35.6. It being further agreed and the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Office (and this Agreement) in terms of this Agreement by the Developer or the Allottee, as the case may be, the Developer shall be at liberty to act as the constituted attorney of the Allottee and execute, present and register unilaterally a deed of cancellation, if required by the Developer.
- 35.7. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent to the quality and cost of materials of specifications mentioned in this Agreement.
- 35.8. The Developer has informed and the Allottee is aware that upon

obtaining completion certificate/ occupancy certificate from the appropriate Authority the Developer shall handover possession of the Office to the Allottee. That during such period of handover, some of the amenities and facilities of the Project may not be ready for usage, but the same will not in any way hinder the peaceful habitation of the Allottee in the Project. However, the Developer shall be responsible to complete such amenities and make them ready for usage positively, prior to handing over of the Common Areas to the Association.

- 35.9. The right of the Allottee shall remain restricted to the Unit and the Allottee 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 office or space and/or any other portions of the Project. The Developer shall at all times be entitled to deal with and dispose of all non-transferred/un-allotted offices, car parking spaces, if any, , any other constructed spaces/portions of the Project in favour of third parties at such consideration and at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objections.
- 35.10. If due to any act, default or omission on the part of the Allottee, the Developer is restrained from construction of the Project and/or transferring and disposing of the other offices in the Project then and in that event without prejudice to the Developer's such other rights the Allottee shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.
- 35.11. Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Developer in this regard.
- 35.12. Subject to the Allottee having made full payment in accordance with the agreed terms of payment, the Developer may, at its sole discretion, allow the Allottee access to the Office prior to the date of possession for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

- 35.13. The Allottee knows that some reduction in the carpet area may happen due to plastering but the same may be limited to 3% (three percent) of the carpet area and the Allottee shall not raise any claim against the Developer for such reduction in the carpet area.
- 35.14. Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Developer and the revised parking number shall be intimated to the Allottee upon such revision. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Developer in respect of the parking spaces to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.
- 35.15. The Allottee agrees that all defaults, breaches, and/or non-compliance of any of the terms and conditions of this Agreement and/or the allotment letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:
- (a) Failure by the Allottee to countersign and return the Developer's copy of the allotment letter to the Developer within the time stipulated therefor in the allotment letter;
 - (b) Failure to make the payments within the date stipulated therefor in the allotment letter or in this Agreement of the Total Lease Premium, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, interest free security deposit, lease rent, deposits for bulk supply of electrical energy, taxes, as may be notified by the Developer to the Allottee from time to time;
 - (c) Failure to execute and register the deed of sub lease or any other deed/document/undertakings/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Developer relating to the Office;
 - (d) Failure to take possession of the Office within the date stipulated by the Developer in its notice for possession;
 - (e) Failure to pay on or before its due date the Maintenance Charges, maintenance deposits, or any increases in respect thereof, as

demanded by the Developer, its nominee, other body, or association of owners/Association of the Project;

- (f) Failure, pursuant to a demand by the Developer in terms of this Agreement, to become a member of the Association of the Project or to pay subscription charges etc. as may be required by the Developer or the Association, as the case may be;
- (g) Assignment of the allotment letter or any interest of the Allottee therein without prior written consent of the Developer;
- (h) Dishonor of any cheque(s) given by any Allottee for any reason whatsoever; and
- (i) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee shall be bound to abide by the decision of the Developer in this regard which shall be final and binding on the Allottee.

Without prejudice to the rights of the Developer to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including, but not limited to, those specified above, the Developer may at its sole discretion issue a notice of such default to the Allottee and the Allottee shall be provided with a period of 15 (fifteen) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within 15 (fifteen) days from the date of notice (or such default or breach is not capable of being rectified), the Developer shall have the option to cancel and terminate this Agreement by sending a cancellation letter by speed post with A/D at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Developer is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Office. Upon cancellation of the allotment and termination of the Agreement, the Developer shall, within 45 (forty five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Termination Charges without any interest, being

the liquidated damages payable to the Developer and the Developer shall be at liberty to act as the constituted attorney of the Allottee and execute, present or register unilaterally a deed of cancellation of this Agreement.

- 35.16. The Allottee shall use the passenger service lift only for 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 Allottee that he undertakes to repair the lift if any damage is caused.
- 35.17. Placement of transformers, DG, air conditioners etc. shall be done as per the advise of the Architect and none of the allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.
- 35.18. The Allottee shall not use the name/mark of the Developer or the Lessor 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 Office and if the Allottee does so the Allottee shall be liable to pay damages and shall further be liable for prosecution for use of such mark.
- 35.19. The Allottee agrees and confirms that the Developer may fix an amount as 'liquidated damages' which the 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 Developer. The liquidated damages are also arrived at having regard to the cost of construction, the cost of funds raised by the Developer, the ability or inability of the Sub Lessor to sub lease the Office, among others. The Allottee 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.
- 35.20. The Allottee shall be entitled to license the Car Parking Space to any other allottee(s) within the Project including the Developer, in lieu of a license fee, as may be mutually agreed between the parties.
- 35.21. The Developer shall handover Common Areas to the Association for its maintenance and management. Thereafter, the said Association shall be responsible for maintenance and management of the Project (for which it shall have unrestricted access to the Common Areas) and shall also be responsible for all statutory compliance in relation thereto

including but not limited to renewal of all applicable licenses, NOCs etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Environment Dept., Municipal Authority etc. and the Developer shall not be held responsible for non-compliance, if any on part of the said Association in this regard. Apart from the said Association, the Allottee shall not indulge and/or form any other parallel association or group within the Project under any circumstances. The said Association shall be responsible for holding any program/occasion/social gathering/events within the Project under the supervision of the committee/sub-committee that will be formed by the members of the said Association for holding or conducting such events to avoid any conflict within the members of the Association. The Allottee is obliged to and will necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said Association, as and when required.

- 35.22. It is clarified that the defect liability responsibility of the Developer as specified in Clause 14 of this Agreement shall not cover defects, damage, or malfunction resulting from (i) misuse of the Office; (ii) unauthorized modifications or repairs done by the Allottee or its nominee/agent; (iii) cases of Force Majeure (iv) failure to maintain the amenities/equipment; (v) accident; and (vi) negligent use.
- 35.23. It is agreed between the Parties that the Developer and the Sub Lessor (in accordance with the terms of the JDA) shall be exclusively entitled to affix its own signage and/or allow third party(ies) to affix their signages in the earmarked signage space(s) in the Project and the Allottee shall not be allowed to use such spaces. Further, the Allottee shall only have the right to use the designated space (eg. Reception/lobby of the specific block) as may be specified by the Developer for such purposes and the Allottee shall strictly comply with the specifications of the Developer.
- 35.24. Notwithstanding anything contained herein, certain infrastructure and/or amenities including, without limitation, electrical transformer(s), utility installations and other common facilities may be created for the benefit of (i) different blocks forming part of the Project and/or (ii) any adjoining or separately developed block(s)/building(s) developed by the Developer outside the Project (but within the Subject Land), and the Allottee hereby agrees and consents that the cost of installation, provisioning, operation, annual maintenance contracts,

repair, replacement and upgradation of such shared infrastructure and/or common facilities shall be apportioned amongst all users/beneficiaries thereof, including the Allottee, on a fair and proportionate basis, as determined by the Developer, and the Allottee undertakes to pay its proportionate share of such costs and charges, including those reflected under the head 'Extras and Deposits', which are calculated on a proportionate basis, and the same shall form part of the common expenses payable in respect of the Project and/or such shared facilities including the transformer and the DG, as applicable.

- 35.25. The Allottee further acknowledges and agrees that the Developer may form a separate association, maintenance body or management entity in respect of the Retail Block, and the association or maintenance body formed for the Project shall reasonably cooperate and coordinate with such entity for the operation, management, maintenance and use of the Shared Common Areas and Facilities. The Allottee further agrees that neither the Allottee nor any association or body formed by the allottees of the Project shall object to, hinder, delay or otherwise interfere with the coordinated management, access, operation or maintenance of the Shared Common Areas and Facilities by or in conjunction with such entity managing the Retail Block.
- 35.26. The Allottee hereby undertakes and covenants that, on and from the date of possession of the Office or Deemed Possession Date of the Office, the Allottee shall:
- a. The Allottee and/ or his/her/their/its nominees shall use the Office only during the office hours as may be decided by the Developer /Association as the case may be, from time to time and shall accordingly be entitled to the common services and the amenities and facilities during such time.
 - b. Observe and comply with all the common rules and the Allottee's covenants and conditions mentioned in **Parts I and II of the Schedule E**, and also the terms and conditions recorded in this Agreement and/or deed of sub lease and further the rules, regulations and bye laws as may be framed or modified from time to time by the Developer / Association.
 - c. Not object, obstruct or interfere with the making of the construction or dealing with by the Developer of the Project or any part or portion thereof in such manner as the Developer may decide nor obstruct the Developer in exercising its rights reserved in **Schedule H**.
 - d. Co-operate in the management and maintenance of the said Project.

- e. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST.
- f. Use all paths, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- g. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the provisions made thereof.
- h. Not sub-divide the Unit under any circumstances.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other offices in the building and/or the adjoining building/s.
- j. Not place or cause to be placed any article or object in the Common Areas.
- k. Not injure, harm or damage the Common Areas or any other offices in the building by making any alterations or withdrawing any support or otherwise.
- l. Not park any vehicle 2(two)/4 (four) wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not make any addition, alteration in the structure of the building, internally within the Office or externally within the Project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other office owners and/or occupiers of the said project.
- o. Not keep in the said Office any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Office and/or any other offices in the said Project.

- p. Not allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc.
 - q. Not keep or harbour bird or animal in the Common Areas. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
 - r. Not encumber the said Office in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed for the said Office in favour of the Allottee.
 - s. Ensure that all interior work of furniture, fixtures and furnishing of the said Office, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other allottees.
- 35.27. The Allottee acknowledges that the Project Land is presently held by the Sub Lessor on a leasehold basis and that an application may be made for conversion of the Project Land from leasehold to freehold before the appropriate authority (“**Freehold Application**”). In the event the Project Land is converted into freehold, the Allottee shall, within [●] days from receipt of a written demand from the Developer, pay its proportionate share of all premiums, conversion charges, fees, levies, stamp duty differential and other costs and expenses payable in connection with such freehold conversion and shall, within [●] days thereof, cancel this Agreement and execute and register an agreement for sale and/or such other documents as may be required to reflect the freehold status of the Project Land, on the same terms and conditions as contained herein, to the extent applicable. In the event the Freehold Application is rejected, withdrawn, not approved, or does not materialise for any reason whatsoever, the Allottee agrees that the Developer/Sub Lessor may assign its/their leasehold rights, title and interest in respect of the Office in favour of the Allottee in place and stead of a sub-lease, and the Allottee shall, within [●] days from receipt of written demand, pay all applicable assignment charges, transfer fees, stamp duty, registration charges and other outgoings in connection therewith and shall, within [●] days thereof, cancel this Agreement and execute and register an agreement for assignment and/or such other documents as may be required, on the same terms and conditions as contained herein, to the extent applicable. The Allottee hereby expressly acknowledges and agrees that upon cancellation of this Agreement and execution of any

fresh agreement for sale, assignment or such other documents pursuant to the freehold conversion of the Project Land or assignment of leasehold rights, (i) any stamp duty and registration fees paid on this Agreement for Sub-Lease shall not be adjusted, credited or carried forward towards the stamp duty and registration payable on such fresh agreement or document and shall stand forfeited to the extent permitted under applicable law, and the Allottee shall have no objection or claim in this regard; and (ii) the Allottee shall be liable to pay its proportionate share of any incremental charges, costs, contributions, deposits or levies (including without limitation municipal or statutory authority deposits) forming part of the 'Extras and Deposits' or otherwise payable in relation to the Project and/or the Office, as may be demanded by the Developer from time to time.

SCHEDULE - "A"
(Subject Land)

ALL THAT piece and parcel of land admeasuring 243.625 (two hundred forty three point six two five) cottahs, equivalent to 4.02 acres (four point zero two) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Electronics Complex Police Station, District North 24 Parganas, as shown and delineated in the map or plan marked as **Annexure "A"** and bordered with color **Orange** butted and bounded by:

On the North	:	By Infinity IT Lagoon building;
On the East	:	By water body;
On the South	:	By 20.72 metre wide road;
On the West	:	By business building and 15 metre wide road.

SCHEDULE - "A1"
(Project Land)

ALL THAT piece and parcel of land admeasuring 162.75 (one hundred sixty two point seventy five) cottahs, equivalent to 2.69 acres (two point six nine) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Electronics Complex Police Station, District North 24 Parganas, as shown and delineated in the map or plan marked as **Annexure "A"** and bordered with color **Red** butted and bounded by:

On the North	:	[●];
On the East	:	[●];
On the South	:	[●];
On the West	:	[●]

SCHEDULE - "B"
(Common Area and Car Parking)

Part I
"Block A Common Areas"

ALL THAT the usable area for the common purpose of allottees of Block A exclusively, which includes transformer area, DG yard, HT Room, solar panel, demarcated space for AC ODU on the 4th Floor roof and above roof

Part II
“Block B Common Areas”

ALL THAT the usable area for the common purpose of allottees of Block B exclusively, which includes ground floor lobby, reception, typical floor lobby, fire refuge space, service shafts and ducts, common toilets, OHT, dedicated building stairway area, Lift & Lift lobby passage, AC ledge, solar panel, loading/unloading bay, trash room, FCC Room, roof and above roof

PART III
“Podium Building”

ALL THAT the parking spaces from First to Third floor of the podium building,

PART IV
“Shared Common Areas and Facilities in relation to Block A”

ALL THAT the usable area for the shared use with the Retail Block, which includes: (a) Sewage Treatment Plant; (b) Pump Room and Underground Reservoir; (c) HT Transformer; (d) Gate Ghoomty; (e) Driveway; (f) Boundary Wall; (g) Podium stairs and driveway toilet; (h) cable trench; (i) external drainage; (j) main water supply pipeline; and (k) boundary wall lighting.

PART V
“Shared Common Areas and Facilities in relation to Block B”

ALL THAT the usable area for the shared use with the Retail Block, which includes: (a) Sewage Treatment Plant; (b) Pump Room and Underground Reservoir; (c) HT Transformer; (d) Gate Ghoomty; (e) Driveway; (f) Boundary Wall; (g) Podium stairs and driveway toilet; (h) Transformer, switch room and panel room at Block B; (i) DG space at ground floor; (j) electric panel room; (k) cable trench; (l) external drainage; (m) main water supply pipeline; (n) boundary wall lighting; (o) driver toilet on the ground floor; and (p) BMS room.

SCHEDULE – “C”
(Office)

ALL THAT commercial unit no. [•], having Carpet Area of [•] square feet, on [•] floor of the Block A/ Block B, along with the exclusive open terrace attached to the Office of [•] square feet, if applicable, together with the right to use [•] number of mechanical/covered parking space in the Podium Building more fully described in **Part III of Schedule B**, if any, as permissible under the applicable law, lying and situated in the Project Land and forming part of the Developer's allocation, together with the pro rata, undivided, impartible and variable right to use: (a) common areas exclusively reserved for the allottees of Block A/Block B, as more fully described in **Part I/Part II (as the case may be)**; and (b) Shared Common Areas and Facilities designated by the Developer for shared use between the Project and the Retail Block). The plan of the Office is delineated in the map or plan marked as **Annexure "B"** and bordered with color **Red**. And the said plans shall always be deemed to be an integral part of this Agreement and will be in full force and effect as though it were expressly set out in the body of this Agreement.

SCHEDULE – "D"
Payment Plan

SL. NO.	PARTICULARS	PERCENTAGE OF CONSIDERATION
1.	On Booking	10% of Total consideration
2.	On agreement (within 30 days from booking)	10% of Total consideration + 50% of the legal charges
3.	On Completion of Piling	10% of Total consideration
4.	On completion of Basement Raft	10% of Total consideration
5.	On completion of Deck Level	10% of Total consideration
6.	On completion of Second Floor Slab	10% of Total consideration
7.	On completion of Sixth Floor Slab	10% of Total consideration
8.	On completion of Ninth Floor Slab	10% of Total consideration
9.	On completion of 11th Floor Slab	10% of Total consideration
10.	On casting of ultimate Rooftop	5% of Total consideration + VRV Charges
11.	On offer of possession	5% of Total consideration + Deposit & EDC + 50 % of the Legal Charges

***GST applicable on each installment and charges.**

SCHEDULE - "E"
Common Rules
(PART - I)

1. The Allottee shall not: -
 - 1.1 Damage the common portions of any of the other offices by making any alterations or withdrawing any support or otherwise.
 - 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in the common portions, save at the places earmarked therefor.
 - 1.3 Place or cause to be any article in the common portions.
 - 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance.
 - 1.5 Use or allow the Office or any parts thereof to be used for any club, conference hall, nursing home, hospital, boarding house, catering place, residence of any person or for any purposes except for office.
 - 1.6 Put or affix any sign board, nameplate or other things or other similar articles in the common portions or outside the Office, save at the places earmarked therefor provided that the ultimate Allottee may display a small and decent name plate outside the main door of the Office.
 - 1.7 Keep or allow to be kept combustible, obnoxious or dangerous articles in the Office which may be injurious or obnoxious to the other allottee(s)/occupier(s) of the Project or such articles which are so heavy as to affect or endanger the structure of the buildings or any of its portions or of any fittings or fixtures thereof, including but not restricted to, windows, door, floors, beams, pillars, lift or the staircase.
 - 1.8 Hang from or attach to the beams or the rafters of any part of the Office or the Project any articles or machinery the weight whereof may likely to affect, damage or endanger the construction of the buildings or any part thereof.
 - 1.9 Do or cause to be done anything which may cause any damage to or affect the Project or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other allottees.

- 1.10 Affix or draw any wire, cable, pipe from, to or through any common portions or outside walls of the buildings or other parts of the premises.
- 1.11 Affix or install any antenna on the ultimate roof of the buildings or any open terrace that may be part of any Office or in its windows.
- 1.12 Hang or put any clothes in or upon the windows, balconies or any other portion of the Office, which is visible from the outside.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the Project or cause disharmony amongst them.
- 1.14 Install any air conditioners and their outdoor Office except in the approved places.
- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Office, without approval.
- 1.16 Make any internal additions, alteration and/or modifications in or about the Office save in accordance with the existing building regulations and prior permission therefor having been taken from the appropriate authorities as also from the Developer or the Maintenance Agency , as the case may be.
- 1.17 Not to carry on any work of fittings and fixtures or connected therewith in any manner whatsoever or in connection with construction of any nature or completion thereof inside the Office, excepting between 09.00 A.M. to 05.00 P.M. and that too in such a manner so as not to cause any annoyance or disturbance to the occupants of the Project.
- 1.18 Alter the outer elevation of the buildings or the Office, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the offices or the buildings.
- 1.20 Claim any right of pre-emption or otherwise regarding any other offices, parking space or any other portion of the Project.
- 1.21 Be entitled to raise any dispute or claim any amount on account of delay in delivery of possession if any which has been caused due to Force Majeure and/or for reasons beyond the control of the Developer.
- 1.22 Shall not claim any dispute or damages for the services, which could not be provided at the present and the same shall be provided in due course.

- 1.23 Restrict the full and unrestricted enjoyment of the easements described in **Schedule I** to any other owner/occupiers of the buildings.
- 1.24 Do or permit any act, deed, matter or thing to be done in or about the Office may render void or make voidable any insurance in respect of the building or cause the premium for the insurance to be increased.
- 1.25 Question the quantum of any amount of maintenance levied upon them.
- 1.26 Display or affix any advertisement, hoarding, signboard, banner or signage on or upon the windows, balconies or any external portion of the Office visible from outside, save and except where the allottee is in occupation of the entire block within the Project.

(PART - II)

2. The Allottee shall: -

- 2.1 Maintain the buildings for the purpose, with the intent and object for which the same is constructed.
- 2.2 Strictly abide by all the rules and regulations framed or modified by the Developer or the Maintenance Agency nominated and/or appointed from time to time.
- 2.3 Perform and observe and ensure that all its agents, employees and licensees perform and observe all rules and regulations made from time to time by the Developer or Maintenance Agency nominated and/or appointed for the maintenance, management, safety, care and cleanliness of the building and all such rules and regulations shall bind the Allottee and/ or its nominees or licensees upon and from the day on which notice in writing thereof is given to it provided that the Developer/ Maintenance Agency shall not be liable to the Allottee and/ or its nominees or licensees in any way for the violation of the rules and regulations by any person including the other allottees and/ or its nominees or licensees of the Project or the agents, invitees or licensees thereof.
- 2.4 Co-operate and assist in all manner with the Developer /Maintenance Agency in carrying out its day to day activities and obligations and in particular, abide by observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity drainage, sewerage lifts, tube wells, generator and/or other installations and / or amenities in the Project

including, but not restricted to, those under the West Bengal Fire Services Act, 1950 and/or the rules made there under and shall indemnify and keep the Developer as also the Maintenance Agency save, harmless and indemnified from the against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer and/or the Maintenance Agency may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee.

- 2.5 Maintain at their own costs their Office in good, conditions, state and order in which the same will be delivered to them, normal wear and tear excepted.
- 2.6 Abide by and/or comply with all statutory laws, bye laws, rules, regulations and/or restrictions of the Central Government and the State of West Bengal.
- 2.7 Pay the charges for electricity wholly relating to the Office through pre-paid/post-paid meter and proportionately relating to the Common Areas, utilities and facilities.
- 2.8 Pay for electricity charges consumed, including those for loss of transmission, and other charges and / or deposits to ensure that the Developer shall not hinder in any manner for any non-payment or delayed payment.
- 2.9 Pay such further deposits as may be required by the Developer or the Maintenance Agency from time to time.
- 2.10 Pay within 7 (seven) days of being called upon to do so, the Common Expenses mentioned in **Part I of Schedule H** as also all other outgoings related to the Unit and including expenses relating to the replacement of any equipment.
- 2.11 Keep the Office and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repair, in a neat and clean condition and in a decent and respectable manner.
- 2.12 Maintain and be responsible for the structural stability of the Office and not to do any act, matter or thing which may affect the structural stability of the buildings.
- 2.13 Use the Office and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.14 Sign such forms, give such authorities and under such co-operation as may be required by the Developer or the Maintenance Agency as the case may be.

- 2.15 Pay, wholly in respect of the Office and proportionately in respect of the buildings, all costs, charges and expenses as may arise due to any reason whatsoever and claim any reimbursement if the same be occasioned due to default by any other person.
- 2.16 Allow the Developer or the Maintenance Agency nominated and/or appointed, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Office.
- 2.17 Ensure that the Office is maintained in decent manner.
- 2.18 Pay such damages on demand ascertained by the Developer or the Maintenance Agency nominated and/or appointed as the case may be, for the breach of any of the covenants herein contained within the due date therefor as specified in the demand letter.
- 2.19 Pay interest at the rate of 15% (fifteen percent) per annum in the event the Allottee fails or neglects to pay the damages/Maintenance Charges/other dues for the breach of any covenant from the date of demand till the date of payment and in the event the said damages/Maintenance Charges/other dues and the interest thereon is not paid within 30 (thirty) days from the date of demand, the Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Project including, but not restricted to, the water supply, electricity and lift and hereby authorize the Developer, and after them the Maintenance Agency nominated and/or appointed, to discontinue any of all the facilities and utilities.
- 2.20 **Additions and alterations:** Not to make any civil or structural changes and/or modification in respect of the Office save and except changes and/or modification required for interior fitment and furnishing within the Office, by way of wooden/glass partitions/cubicles/office furniture (which will be built/constructed and brought into the Office in semi-finished condition for the purpose of assembly and installation thereat)/wooden flooring/false ceiling subject to prior approval of the same from the Developer or Maintenance Agency nominated and/or appointed and without causing any damage to the walls, columns, ceiling, air-conditioning ducts/fire sprinklers, sensors and/or electrical/ telephone/data cables, windows/facade etc. at their own cost and effort. The Allottee further acknowledges that the Building may have post-tensioned (PT) slab construction and agrees that no drilling, coring, cutting, chiselling or structural alteration shall be carried out in such slabs.
- 2.21 **Loading of heavy equipment :** Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Office any weight greater than 325 kilos per square meter or any weight which

will cause undue strain nor install any equipment or machinery which shall cause dangerous vibration or be a nuisance to the Developer or other allottee(s) and their nominees or licensees of the Project and the Allottee(s) and their nominees or licensees shall when required by the Developer reduce the same, de-install the same and the decision of the Developer in this regard shall be final and binding.

- 2.22 **Avoidance of Insurance Policy And Additional Premium:** Not do or permit or suffer to be done anything whereby the policy or policies of insurance on Project or the Office against loss or damage by fire or policies of insurance on Project or the Office against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Developer and to repay to the Developer on demand all sums paid by the Developer by way of increased premia and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Developer. The Allottee further acknowledges that the association may obtain and maintain necessary insurance for the buildings comprised in the Project, and the Allottee shall comply with the requirements of such insurance and bear its proportionate share of the costs thereof.
- 2.23 **User and Security of the Office:** Keep the Office secured fastened and locked at all times when it will remain unattended and not to sleep or allow any person to sleep in the Office and not to use the Office for residential purposes, nor keep any animal or reptile in the Unit.
- 2.24 **Unpacking of Goods:** Not place or leave outside the Office packages boxes or crates of any description or parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Office.
- 2.25 **Parking and other Common Areas:** Not claim any right or interest in any portion of the Project except the Office and its right to enjoy the same for the purpose for which the Office has been leased and for ingress and egress through the common parts and/or the passages.
- 2.26 **Ensure abidance of covenants by its employees:** Ensure that all its employees strictly abide by the rules for use of Common Areas as also the instructions issued by the Developer / Maintenance Agency from time to time for enforcing security and smooth functioning of the Project. For this purpose, persons temporarily or permanently engaged and/or employed by the Allottee and/or its nominees or licensees, directly or indirectly for and/or in connection with their business in the Office and/or otherwise shall be considered to be its employees and the Allottee and/ or its nominees or licensees shall be fully responsible and liable for all acts of omission or commission of its employees.

- 2.27 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
- 2.28 Carry out all interior works and fit-outs strictly in accordance with the fit-out guidelines and specifications as may be prescribed by the Developer from time to time.
- 2.29 Accept the air-conditioning load and tonnage allocated to the Office based on the declared requirements and shall not dispute or seek variation thereof.
- 2.30 Acknowledge that in conditions of high ambient temperature or other operational limitations, optimum cooling may not always be achievable and shall not raise any objection or claim in this regard.
- 2.31 Ensure segregation of wet and dry waste at source and dispose the same only in accordance with the waste management rules and guidelines prescribed for the Project.
- 2.32 Ensure that all loading and unloading of goods, materials or equipment shall be carried out only through the designated service lift and not through passenger lifts.
- 2.33 Ensure that all interior and fit-out works are carried out at its sole risk and responsibility, and the Developer shall not be liable for any injury, accident, loss or damage arising therefrom and the Allottee shall keep the Developer saved, harmless and indemnified in this regard.

SCHEDULE – “F”

(Specifications of Construction)

The tentative specification of the segment is as given in **SCHEDULE** below. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer , on the recommendations of an architect, shall be entitled to effect such changes in the materials and specifications provided the builder shall ensure that quality of the substituted materials or specifications is equivalent to the materials and specifications as set out in the **SCHEDULE**.

- 1. [•]

SCHEDULE – “G”

**Common Expenses
(PART I)
Maintenance Charges**

The proportionate cost for maintaining, managing of common portions, facilities and amenities to be payable by the Allottee on demand by the Developer, or the Maintenance Agency for the following services:

1. Maintenance: All expenses for equipment and for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing.
2. Staff: The salaries, emoluments and all other financial benefits of the persons or agency to be employed by the Developer and after them the Maintenance Agency , for managing and maintaining the common portions.
3. Operational: All expenses for running and operating utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
4. Charges of electricity consumption for all Common Areas including running of all utilities and facilities.
5. Insurance: Costs towards payment of premium of insuring the towers in the Project and the facilities and the utilities in it other than those as stipulated under S 12 of the Developers Act.
6. Rates, Taxes and Outgoings: All rates, levies, taxes or fees that are to be paid by the Developer and the Maintenance Agency, for providing the services which are payable under any existing law or enforced under any other enactment in future.
7. Others: Any other expenses incurred by the Developer and Maintenance Agency, in respect of the Project, not specifically mentioned herein including, but not restricted to, litigation expenses.

(PART II)

Extras and Deposits

1. All fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the Project Land (including HT or LT supply, transformer, switch gear, cable trench, substation and the like) payable to electricity service provider for electric meter.
2. Security deposit and all additional amounts or increases thereof payable to the electricity service provider for electricity connection at the Project.

3. All fees, costs, charges and expenses for installing one or more generators and other power backup apparatus and all its accessories for the Project.
4. EV Cabling Charges.
5. Cost of formation of Association and Maintenance Agency.
6. Club development charges.
7. Maintenance Charges (12 Months Advance).
8. Sinking fund (interest free).
9. Municipality deposit (interest free).
10. Club deposits (interest free).
11. All legal and incidental charges for preparing and registering documents relating to transfer to allottees.
12. Rule 31 Charges, if any applicable.
13. Service Charge for mutation
14. Costs and charges for providing VRV Air-conditioning to the Allottees.
15. Gas Bank charges as applicable.
16. GST and like taxes on the aforesaid extras.

SCHEDULE - "H"

Easement

The following shall be reciprocal easements regarding the Office between the Allottee and the Developer and/or the intending allottee of other units within the Block in which the Office is situated:

1. The right of ingress and egress from the Office over the common passage corridors, staircases and lobbies of the Block in which the Office is situated, and the right of access to the Podium Building for the purpose of using the Car Parking Space allotted to the Allottee.
2. The right of access for installation, inspection, maintenance, repair and replacement of wires, cables, ducts, pipelines and other equipment relating to utilities including water, electricity, telecommunications, internet and other services, through such portions of the Block in which

the Office is situated as may be necessary for providing and maintaining such utilities to the Office and to other units within the said Block.

3. The right of support, shelter and protection for the Office from the building structure of the Block in which the Office is situated.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Office or necessary for the exclusive use or enjoyment thereof by the Allottee in common with the other allottees of units, within the said Blocks, subject however to the other conditions herein.

For the avoidance of doubt, the Allottee's rights of circulation, access and use in respect of the Podium Building and other Shared Common Areas and Facilities shall be subject to and governed by the provisions of this Agreement relating to the Shared Common Areas and Facilities.

IN WITNESS WHEREOF the Parties hereto have set and subscribed to their respective hands at Kolkata on the day, month and year first above written.

<p>SIGNED AND DELIVERED by the Sub Lessor in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For DEVELOPMENT CONSULTANTS PRIVATE LIMITED</p> <p>_____ DIRECTOR/AUTHORIZED SIGNATORY</p>
<p>SIGNED AND DELIVERED by the Developer in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For PS GROUP REALTY PRIVATE LIMITED</p> <p>_____ DIRECTOR/AUTHORIZED SIGNATORY</p>
<p>SIGNED AND DELIVERED by Allottee in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>_____</p> <p style="text-align: center;">[•]</p>

ANNEXURE A
Plan of the Office

RS Group Realty Pvt. Ltd.



(Constituted Attorney / Authorised Signatory)