

**(WESTCOM)**

**DEED OF SUB-LEASE**

**THIS DEED OF SUB-LEASE (Deed)** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**By and Between**

**P.C. CHANDA & COMPANY PRIVATE LIMITED (PAN AABCP7707M and CIN - U51909WB1969PTC010158)**, a company within the meaning of Companies act 2013 having its registered Office at “Ravi Auto House”, 103, Park street, P.O.- Park street, P.S. – Park street, Kolkata – 700016 represented by Mr. Sushil Kumar Changia ( PAN: ACPPC2333K), (Aadhaar No. 2911 0869 5148) son of Late Murari Lal Changia, working for gain at 103, Park street, P.O.- Park street, P.S. – Park street, Kolkata – 700016, hereinafter referred to as the “**LESSEE/ VENDOR**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives and permitted assigns).

AND

**SRIJAN REALTY PRIVATE LIMITED (PAN AAHCS6112K)**, a company incorporated under the Companies Act, 1956 having its registered Office at 36/1A, Elgin Road, Police Station-Bhowanipore, Kolkata-700 020 represented by Mr. \_\_\_\_\_ ( PAN: \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_) son of Mr. \_\_\_\_\_, working for gain at \_\_\_\_\_, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns).

AND

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

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act,

[1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Long Term Sub-lessee/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

**[If the Long Term Sub-Lessee/Allottee is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "Long Term Sub-lessee/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Long Term Sub-Lessee/Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "Long Term Sub-lessee/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

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

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_)  
 \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self  
 and as the Karta of the Hindu Joint Mitakshara Family known as HUF,  
 having its place of business / residence at  
 \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the "Long Term Sub-lessee/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

*(Please insert details of other Long Term Sub-lessee/Allottee(s) in case of more than one Long Term Sub-lessee/Allottee)*

The Vendor/Lessee, the Promoter and the Long Term Sub-lessee/Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A.** By a Deed of Lease dated 20<sup>th</sup> December, 1968 made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and P.C. Chanda & Company Limited, therein referred to as the Lessee of the Other Part and registered with the District Sub-Registrar, Alipore, 24 Parganas, In Book No. I Volume No. 200, at pages 194 to 205, being No.6859 for the year 1968, the Governor of the State of West Bengal (hereinafter referred to as "the Head Lessor") for the premium or Salami therein mentioned and for the annual rent thereby reserved, demised and transferred unto and to P.C. Chanda & Company Limited (Now P.C. Chanda & Company Private Limited), ALL THAT piece and parcel of land admeasuring about 12.58 acres more or less comprised of or in 30 (thirty) C.S. plots all in Mouza Gopalpur, J.L. No.1, Police Station – Behala (Now Maheshtala), District-24 Parganas (Now South 24 Parganas)(hereinafter referred to as the "**said Land**") morefully described in **PART – I** and **PART – II** of **SCHEDULE-A** hereunder written for a term of 99 (Ninety-Nine) years, (hereinafter referred to as the "Head

Lease”) for the purpose of construction of factories of the Lessee therein, the details of which are morefully described in **SCHEDULE – F** hereunder written.

- B.** By a Deed of Modification of Lease dated 26<sup>th</sup> May, 2016 made between the Governor of the State of West Bengal, therein referred to as the Lessor of the One Part and P.C. Chanda & Company Private Limited, the Lessee/Vendor herein, therein referred to as the Lessee of the Other Part, and registered with the D.S.R. – I, South 24 – Parganas in Volume I, Page No.s 168310 to 168348, being No. 160205835 for the year 2016, the Lessor therein *inter alia*, agreed to allow and permit the Lessee therein for development and marketing of the said Land with the understanding that 75% (seventy five percent) of the said Land would be utilized for Industrial Estate, Warehousing, Institutional, Information Technology Park, including Information Technology Enabled Services and 25% (twenty five percent) of the said Land would be utilized for residential, commercial and retail purposes, on the terms and conditions and for the revised rent mentioned therein (hereinafter referred to as the “Modified Head Lease”).
- C.** The said Land is earmarked for the purpose of building an **Industrial commercial real estate building complex** (hereinafter referred to as the “**Complex**”) consisting of several projects of varying sizes to be developed in phases (hereinafter referred to as the “Project”) the layout of which is shown in the Plan annexed hereto and marked as **ANNEX-A**;;
- D.** By a Development Agreement dated 22.07.2022 made between P.C. Chandra & Co. Pvt. Ltd., the Lessee/Vendor herein, therein referred to as the Lessee of the One Part and Srijan Realty Pvt Ltd, the Developer herein, therein referred to as the Developer of the Other Part, and registered at the office of the A.R.A.-IV Kolkata and recorded in Book-I, CD Volume No 1904-2022 Pages from 783081 to 783155, Being No190411793 for the year 2022, the Lessee therein had granted the Developer therein the Development Rights to construct and develop **Commercial-Retail Project** on Land measuring **3.145 Acre** more or less meant for development

of Residential, Commercial and Retail thereat under the Principal Modified Lease by entering into joint venture or collaboration and the said 3.145 Acres land has since been separately reassessed and numbered as Holding No.C-6/108/B/NEW, B.B.T. Road, Kolkata – 700088 and market on the terms and conditions mentioned therein.

- E.** The Vendor/Lessee and the Developer/Promoter had also agreed to allocate amongst themselves constructed spaces together with proportionate share of land by a separate Allocation Agreement dated \_\_\_\_\_.
- F.** The Developer/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Commercial-Retail Project and also for the Unit from \_\_\_\_\_ Municipality vide Permission No. \_\_\_\_\_ dated \_\_\_\_\_.
- G.** The Developer/Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act 2016 and West Bengal Real Estate (Regulation & Development) Rules 2021 vide the Registration No. \_\_\_\_\_ dated \_\_\_\_\_.
- H.** The Sub-lessee/Allottee had applied for:
- (a) \_\_\_\_\_ number of shops/showrooms/ Unit on the **Basement/ Ground Floor** of the building in the Project under the (Lessee or Developer's) Allocation and/or
- (b) \_\_\_\_\_ number of Offices and other built-up spaces on the **1<sup>st</sup>/2<sup>nd</sup> /3<sup>rd</sup>/4<sup>th</sup>/5<sup>th</sup> floor** of the building in the Project under the (Lessee or Developer's) Allocation

vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit no. \_\_\_\_\_ Office/Godown/showroom space having carpet area of \_\_\_\_\_ square feet, \_\_\_\_\_ type, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (hereinafter referred to as the "Building") along with garage/covered parking no. \_\_\_\_\_

admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_, as permissible under the applicable law and of user right in the common areas (hereinafter referred to as the “**Common Areas**”) (hereinafter collectively referred to as the “**Unit**”) more particularly described in **Schedule B** hereunder written and the entire Block Plan annexed hereto and marked **Annex – B** and the floor plan of the Unit as annexed hereto and marked as **Annex- C**, for a term of \_\_\_\_\_ years / residual part of the Head Lease.

- I.** Pursuant to such allotment, the Parties hereto have entered into an Agreement for Sub-Lease dated \_\_\_\_\_ registered with the \_\_\_\_\_ and recorded in Book No. I, Volume No. \_\_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ and numbered as Deed No. \_\_\_\_\_ for the year 20\_\_\_\_, whereby the Vendor/Lessee agreed to grant sub-lease and the Long Term Sub-Lessee/Allottee agreed to take on sub-lease basis the said Unit for the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and on further terms and conditions as contained therein.
- J.** Now in consideration of the mutual representations, covenants, assurances, promises and agreements, the Parties herein being fully competent hereby enter into this Deed to complete all the legal formalities with respect to the transfer of right, title and interest in respect of the said Unit, completed with all agreed specifications.

**NOW THIS INDENTURE WITNESSETH:**

- I.** Pursuant to the said Agreement dated \_\_\_\_\_ and in consideration of the sum of **Rs.** \_\_\_\_\_ /- (**Rupees \_\_\_\_\_ Only**) of the lawful money of the Union of India well and truly paid by the Long Term Sub-Lessee/Allottee to the Developer/Vendor/Lessee (the receipt whereof the Developer/Vendor/Lessee doth hereby admit and acknowledge and of from the same and every part thereof forever acquit, release and discharge the Long Term Sub-Lessee/Allottee and the Unit), the Vendor/Lessee and the Developer doth hereby grant, sub-lease, transfer, convey, assign and assure and the Developer doth hereby confirm and assure unto and in favour of the Long Term Sub-Lessee/Allottee **ALL THAT** the said Unit more fully and

particularly described in **Schedule - B** hereunder written **for a term of \_\_\_\_ years / residual part of the Head Lease** free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever made or suffered by the Vendor/Lessee/Developer or any person or persons having or claiming, either lawfully or equitably, claiming any estate or interest therein through under or in trust for the Vendor/Lessee/Developer and completed with all agreed specifications set out in **Schedule - G** hereunder **TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in **Schedule - D** and permissible Limited Common Area detailed in **Schedule - E** hereunder written, in common with the Co-Long Term Sub-Lessee/Allottee **BUT SUBJECT TO** the Long Term Sub-Lessee/Allottee making payment of Common Maintenance Charges morefully set out in **Schedule - C** and payment of Extra Charges & Deposits morefully set out in **Schedule - I** and also complying with the Regulations and Rules morefully set out in **Schedule - J** to **Schedule - M** and Reserved Rights in **Schedule - H** hereunder written and subject to a **lock-in period of 2 (two) years** from the date of execution hereof on the part of the Long Term Sub-Lessee **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Unit **TO HAVE AND TO HOLD** the Unit hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Long Term Sub-Lessee/Allottee.

**II. AND THE VENDOR/LESSEE AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE LONG TERM SUB-LESSEE/ALLOTTEE** as follows:

- a. Notwithstanding any act deed matter or thing whatsoever by the Vendor/Lessee or the Developer done or executed or knowingly suffered to the contrary the Vendor/Lessee is or the Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Unit hereby granted, sub-leased, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible

estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor/Lessee and the Developer now have good right full power and absolute authority to grant convey transfer sub-lease and assign all and singular the Unit hereby granted conveyed transferred or expressed so to be unto and to the use of the Long Term Sub-Lessee/Allottee in the manner as aforesaid.
- c. The Unit hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor/Lessee or the Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor/Lessee or the Developer.
- d. The Long Term Sub-Lessee/Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Unit and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor/Lessee or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Long Term Sub-Lessee/Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor/Lessee or the Developer or any person or persons lawfully or equitably claiming as aforesaid.
- f. The Vendor/Lessee or the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Unit or any part thereof through under or in trust for the or the Developer shall and will from time to time and at all times hereafter at the request and cost of the Long Term Sub-Lessee/Allottee make do and



execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Unit and every part thereof unto and to the use of the Long Term Sub-Lessee/Allottee in the manner as aforesaid as shall or may be reasonably required.

- g. The Vendor/Lessees and the Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Unit hereby granted, transferred and conveyed or expressed so to be or any part thereof is can or may be impeached, encumbered or affected in title or otherwise.
- h. The Developer doth hereby further covenant with the Long Term Sub-Lessee/Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Long Term Sub-Lessee/Allottee shall produce or cause to be produced to the Long Term Sub-Lessee/Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Unit and also shall at the like request and costs of the Long Term Sub-Lessee/Allottee deliver to the Long Term Sub-Lessee/Allottee such attested or other true copies or extracts therefrom as the Long Term Sub-Lessee/Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.
- i. The Developer has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued.

- j. The Developer shall be responsible to provide and maintain essential services in the Project by itself or facility management company till the taking over of the maintenance of the project/ phase by the association of Long Term Sub-Lessee/Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance will be proportionately paid/borne by the Long Term Sub-Lessee/Allottee from the date of obtaining completion certificate. In case the formation of the Association is delayed due to no fault of the Developer, the Developer shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Long Term Sub-Lessee/Allottee shall be liable to pay to the Developer or facility management company, the charges for such maintenance as fixed by the Developer at actuals
  
- k. The Developer, at its own cost and effort, shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Developer within five calendar years from the date of issuance of Completion Certificate by the Appropriate Authority, within thirty days. It is clarified that the aforesaid responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) modifications or repairs done by the Long Term Sub-Lessee/Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident (f) negligent use (g) normal wear and tear and (h) reasons not solely attributable to the Promoter. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers as per their standard terms. Provided that where the manufacturer's warranty as shown by the Developer to the Long Term Sub-Lessee/Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Complex and if the annual maintenance contracts are not done/renewed by the Long Term Sub-Lessee/Allottee, 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 Developers/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Long Term Sub-Lessee/Allottee has been made aware and the Long Term Sub-Lessee/Allottee expressly agrees that the regular wear and tear of the Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Long Term Sub-Lessee/Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

**III. AND THE LONG TERM SUB-LESSEE/ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE VENDOR/LESSEESHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE AND THE DEVELOPER as follows:-**

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the EOI, the Booking Letter, Agreement for Sub-Lease and/or any relevant documents issued by the Developer to the Long

Term Sub-Lessee/Allottee in respect of the sub-lease of the Unit as part and parcel of these presents.

- b. To become a member of the Unit Vendor/Lessees Association, upon its formation, without raising any objection whatsoever and also co-operate with the Federation to be formed as be deemed necessary and expedient by the Developer for the maintenance of the common areas and facilities common to all the phases to be constructed in the Said Land and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Developer and/or the Unit Vendor/Lessees Association for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Unit Vendor/Lessees Association and the Federation and to do all the necessary acts deed and things.
- c. Not to hold the Developer liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Long Term Sub-Lessee/Allottee as well as the Unit Vendor/Lessees Association shall remain liable to indemnify and keep indemnified the Developer and/or any person or persons nominated, appointed and/or authorized by the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Long Term Sub-Lessee/Allottee and/or the Unit Vendor/Lessees Association.
- d. The Long Term Sub-Lessee/Allottee shall own in common with other allottees, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.
- e. The Long Term Sub-Lessee/Allottee hereby confirms to pay additional charges on account of increased development charges payable to the competent authority

and/or any other increase in charges, which is applicable but not levied or imposed before the issuance of completion certificate, by the competent authority in future against the notification/order/rule/regulation to that effect along. Further, in case CESC/WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and developer provide sub meters to the individual Long Term Sub-Lessee/Allottee, the Long Term Sub-Lessee/Allottee hereby confirms pay proportionate Security Deposit to the Developer.

- f. The Long Term Sub-Lessee/Allottee confirms to pay all taxes, dues, outgoings, charges, impositions, rates, penalties, duties and/or levies in whatsoever nature, payable with respect to the said Unit to the competent Authorities after issuance of the completion certificate, from the date of Notice of Possession.
- g. Long Term Sub-Lessee/Allottee confirms that the Warehouse/Godown/Unit along with terrace/garage/covered parking shall be treated as a single indivisible unit for all purposes. The Long Term Sub-Lessee/Allottee is fully aware that the entire Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land for the purpose of integration of infrastructure and facilities for the benefit of the Long Term Sub-Lessee/Allottee. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the Long Term Sub-Lessee/Allottee of the entire Project with further future extensions.
- h. The Long Term Sub-Lessee/Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her/its/their own costs and effort in good repair and

condition and shall not do or suffer to be done anything in or to the Building, Block, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound or Complex which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, 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 Project is not any way damaged or jeopardized.

- i. The Long Term Sub-Lessee/Allottee further undertakes, assures and guarantees that he/she/it/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. anywhere other than the areas specified by the Promoter. 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 of design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Block/Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit. It is agreed recorded that the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room.
- j. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**IV.** Simultaneously with the execution of this deed of Sub-Lease the Developer has made over possession of the Unit to the

Long Term Sub-Lessee/Allottee and the Long Term Sub-Lessee/Allottee hereby confirms to the same unconditionally.

**THE SCHEDULE –A ABOVE REFERRED TO**

**PART – I**

**(THE SAID LAND )**

**All That** piece and parcels of contiguous land measuring more or less 12.58 acre, comprising of the below-mentioned C.S. Plot Nos. and the same R.S. Plot Nos. and the corresponding L.R. Plot Nos. in Mouza - Gopalpur, J.L. No.1, Police Station - Maheshtala (formerly Behala), District – South 24 Parganas, being previously assessed and numbered as Holding No.C6/108/NEW, B.B.T. Road (R.H.S. Towards Kolkata), Pin Code - 700088, within Ward No.12 of the Maheshtala Municipality, of which 9.435 Acre land being the subject matter of these presents since been reassessed and continued to be numbered by the Maheshtala Municipality as Holding No.C6/108/NEW, B.B.T. Road,Kolkata-700088 and the remaining 3.145 Acre land being the Remaining Land since been reassessed and renumbered by the Maheshtala Municipality as Holding No.C6/108/B/NEW, B.B.T. Road, Kolkata - 700088:

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
C.S. & R.S. Plot No.	L. R. Plot No.	Nature of Use after relocation of water-body	Total Area in Plot (in Acre)	Entire or Portion held by P.C. Chanda & Co. Pvt. Ltd.	Area leased out to P.C. Chanda & Company Private Limited (in Acre)
659	846	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within	0.32	Entire	0.32

		the Property			
681	875	Bastu/Commercial	0.36	Entire	0.36
682	881	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.22	Entire	0.22
683	880	Bastu/Commercial	0.40	Entire	0.40
684	882	-do-	0.70	Entire	0.70
685	883	-do-	0.61	Entire	0.61
686	884	-do-	0.12	Entire	0.12
687	887	Out of 0.38 acre originally Bastu/Commercial, 0.19 acre continued as Bastu/Commercial and rest 0.19 acre has been permitted to be converted as water body	0.38	Entire	0.19 (Bastu/Commercial)  <hr/> 0.19 (Water body)
688	885	Bastu/Commercial	0.40	Entire	0.40
689	886	Out of 0.32 acre originally Bastu/Commercial, 0.28 acre continued as Bastu/Commercial and rest 0.04 acre has been permitted to be converted as water body	0.32	Entire	0.28 (Bastu/Commercial)



					0.04 (Water body)
690	893	Out of 0.83 acre originally Bastu/Commercial, 0.36 acre continued as Bastu/Commercial and rest 0.47 acre has been permitted to be converted as water body	0.83	Entire	0.36 (Bastu/Commercial)  0.47 (Water body)
691	896	Bastu/Commercial	0.13	Entire	0.13
692	897	-do-	0.14	Entire	0.14
693	898	-do-	0.76	Entire	0.76
694	899	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.30	Entire	0.30
705	910	Bastu/Commercial	0.75	Entire	0.75
706	911	-do-	0.84	Entire	0.84
707	912	-do-	0.61	Entire	0.61
708	913	-do-	0.69	Entire	0.69
709	894	Out of 0.74 acre Sali/Bastu/Commercial, 0.71 acre continued as	0.74	Entire	0.71 (Bastu/

		Bastu/Commercial and rest 0.03 acre has been permitted to be converted as water body			Commercial)  _____ 0.03 (Water body)
710	914	Out of 0.61 acre Sali/Bastu/Commercial, 0.33 acre continued as Bastu/Commercial and rest 0.28 acre has been permitted to be converted as water body	0.61	Entire	0.33 (Bastu/Commercial)  _____ 0.28 (Water body)
711	892	Out of 0.41 acre Danga/Bastu/Commercial, 0.05 acre continued as Bastu/Commercial and rest 0.36 acre has been permitted to be converted as water body	0.41	Entire	0.05 (Bastu/Commercial)  _____ 0.36 (Water body)
712	888	Out of 0.30 acre originally water body, 0.13 acre continued as water body	0.30	Entire	0.17 (Bastu/Commercial)

		and rest 0.17 acre has been permitted to be used as Bastu/Commercial			<hr/> 0.13 (Water body)
713	889	Bastu/Commercial	0.50	Entire	0.50
714	891	Out of 0.23 acre originally water body, 0.01 area continued as water body and rest 0.22 acre has been permitted to be used for Bastu/Commercial	0.23	Entire	0.22 (Bastu/Commercial)  <hr/> 0.01 (Water body)
789	1015	Bastu/Commercial	0.16	Entire	0.16
790	1014	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.14	Entire	0.14
658	845	Bastu/Commercial	0.54	Eastern Portion	0.24
656	843	-do-	0.50	Eastern Portion	0.19
695	900	-do-	0.49	Eastern Portion	0.18
<b>Total</b>					<b><u>12.58 Acre</u></b>

**THE SCHEDULE –A ABOVE REFERRED TO**  
**PART – II**  
**(Commercial Project Land)**

**All Those** piece and parcels of contiguous land measuring more or less 3.15 acre, comprising of the below-mentioned C.S. Plots Nos. and the same R.S. Plot Nos. and the corresponding L.R. Plot Nos. in Mouza - Gopalpur, J.L. No.1, Police Station - Maheshtala (formerly Behala) presently being reassessed and continued to be numbered as the same Holding No.C6/108/B/NEW, B.B.T. Road (R.H.S. Towards Kolkata), Pin Code - 700088, within Ward No.12 of the Maheshtala Municipality, District South 24 Parganas:

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
C.S. & R.S. Plot No.	L.R. Plot No.	Nature of Use after relocation of water-body	Total Area in Plot (in Acre)	Entire or Portion held by P.C. Chanda & Co. Pvt. Ltd.	Area for uses as Industrial, Warehousing, Institutional, Information Technology Park including ITES (in Acre)
681	375	Bastu/Commercial	0.36	Entire	0.36
682	381	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.22	Entire	0.22

683	380	Bastu/Commercial	0.40	Entire	0.40
684	382	-do-	0.70	Entire	0.70
685	383	-do-	0.61	Entire	0.61
686	384	-do-	0.12	Entire	0.12
713	389	Bastu/Commercial	0.50	Entire	0.25
712	388	Out of 0.30 acre originally water body, 0.13 acre continued as water body and rest 0.17 acre has been permitted to be used as Bastu/Commercial	0.30	Entire	0.15 (Bastu/ Commercial)  _____ 0.05 (Water body)
711	392	Out of 0.41 acre Danga/Bastu/Commercial, 0.05 acre continued as Bastu/Commercial and rest 0.36 acre has been permitted to be converted as water body	0.41	Entire	0.05 (Bastu/ Commercial)  _____ 0.05 (Water body)
687	387	Out of 0.38 acre originally Bastu/Commercial, 0.19 acre continued as Bastu/Commercial and rest 0.19 acre has been permitted to be converted as water body	0.38	Entire	0.05 (Bastu/ Commercial)  _____ 0.025 (Water body)
688	385	Bastu/Commercial	0.40	Entire	0.07(Bastu/Commercial)
659	346	Bastu/Commercial as water body thereat has	0.32	Entire	0.04

		been permitted to be relocated elsewhere within the Property			
<b>Total</b>					<b>3.145 Acre</b>

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

**ALL THAT** the **Commercial/Office Unit No.**\_\_\_\_\_ having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet corresponding to Super Built Up Area of ..... sq.ft. on \_\_\_\_\_ Floor of the Commercial Block demarcated in the Block Plan annexed hereto and marked **ANNEX-B** and also the Floor Plan annexed hereto and marked **ANNEX-C** and User Right only in the common areas and also user right in the land beneath the building appertaining to the Unit in \_\_\_\_\_ Phase of the Complex named "**WESTCOM**" under construction on the Schedule-A Land.

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

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Unit and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.

3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Commercial- Retail Project Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Unit,
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing

and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.

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

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

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

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

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

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

22. Electric Supply system;

23. Electric Generating Set;

24. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.

25. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .

26. Decorative Water Fountains

27. Any other expense for common Purpose

**THE SCHEDULE-D ABOVE REFERRED TO**

**(THE COMMON AREA/Common Parts & Facilities)**



**Common Portions as are common between the co-owners of a Building/Block:**

**1. Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the Block.
- (f) Common Roof above the top floor of the block.

**2. Water and Plumbing:**

- (a) Water supply system for supply of water in the Said Complex/Project.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes in the Said Complex/Project.
- (c) Pumps and motors for water system of the Said Complex/Project.
- (d) Water Treatment Plant, if any
- (e) Sewerage Treatment Plant, if any

**3. Electrical and Miscellaneous Installations:**

- a) Electrical Installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply Agency or Generator(s) / Stand by Power Source to all the units in the Block and Common Portions within or attributable to the Block.
- b) Lift and lift machinery of the Block.
- c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

- d) Intelligent Fire fighting system with water sprinklers.
- e) Hooters for early warning of the people for evacuation
- f) Public address system to facilitate faster and effective evacuation
- g) External & Internal hydrants, dedicated water tank for fire and automatic sprinkler system
- h) Ventilated stairwells for smoke free evacuation
- i) Multiple evacuation points
- j) All entries and periphery monitored by CCTV cameras for high security of the building

#### 4. **Lifts**

- a) UPS/ARD in lifts
- b) Auto Ventilation
- c) Sufficient critical spaces for repairs.
- d) Ropes, safety switch, lift pressurization system, ARD and other preventive maintenance and regular checking as per fire recommendation
- e) Lift Intercom connected with FM
- f) Cameras inside the lift
- g) Free fall protection
- h) Sudden jerk protection
- i) Emergency Light
- j) Sensor based door opening to avoid collision with door
- k) Overload sensor

#### 5. **Landscape**

- (a) Road beautification

- (b) Landscape area to be designed by landscape consultant
- (c) Beautified driveway

6. **Others:**

- (a) Multiple Optical Fiber connectivity through well-known ISPs & Wi-Fi Connectivity
- (b) Sufficient car parking (at an extra cost)
- (c) Storm water management
- (d) 24 hours Sufficient Water supply.
- (e) Specially-abled friendly design
- (f) Facade cleaning systems.
- (g) Earthquake resistant structure design that can withstand storm without damage
- (h) Stair/Corridor protected from rain water
- (i) Grand entrance gate
- (j) Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all unit owners.

**THE SCHEDULE – E ABOVE REFERRED TO**  
**(LIMITED COMMON AREAS AND FACILITIES )**

Common Areas shall include those areas of the Project including those in each Phase, as be expressed or intended by the Developer for common use of the Transferees, the Developer and the Owner, in such a manner and to such extent as the Developer may deem fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Project so as to form a part of or not to form a part of the “Common Areas”, with prior written consent of the Owners. Following amongst others, as would be mutually decided by the

Developer and the Owners from time to time, shall be Installations and Facilities in the Common Areas:

1. Car Parking Areas
2. Exclusive right of use of Garden space attached to Unit;
3. Demarcated area of terrace appurtenant to a particular Unit, if provided
4. The Roof of the overhead water tank
5. Open Terrace of any Unit;
6. The elevation and exterior of the Block;
7. Storage areas ;
8. Any community or commercial facility which is not meant for common use;
9. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**THE SCHEDULE – F ABOVE REFERRED TO**

**(LEASE DEEDS)**

*The Lessee entitled as the lease holder of the Said Land by following registered Lease Deed :*

LEASE DEED NO.	C.S. & R.S. PLOT NO.	L.R. PLOT NO.	TOTAL AREA IN PLOT (in Acre)	REGISTRATION OFFICE
I-160205835/2016	659	846	0.32	DSR-II ALIPORE
	681	875	0.36	
	682	881	0.22	
	683	880	0.40	
	684	882	0.70	
	685	883	0.61	
	686	884	0.12	
	687	887	0.38	

688	885	0.40
689	886	0.32
690	893	0.83
691	896	0.13
692	897	0.14
693	898	0.76
694	899	0.30
705	910	0.75
706	911	0.84
707	912	0.61
708	913	0.69
709	894	0.74
710	914	0.61
711	892	0.41
712	888	0.30
713	889	0.50
714	891	0.23
789	1015	0.16
790	1014	0.14
658	845	0.24
656	843	0.19
695	900	0.18
		<b>12.58</b>

**THE SCHEDULE – G ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

**(PART – A)****ENTRANCE LOBBY**

(i) Flooring : Granite/Italian Marble/ Tiles / any equivalent material in pattern

(ii) Walls : Mix of Italian Marble/ Granite/Terrazzo/ Vitrified Tiles/

Paneling/Paints/Meta/ etc

(iii) Ceiling : Un-plastered slab, False ceiling to be mix of Gypsum Board and POP as per interior drawings

The Lobby will be well decorated with name signage .

**LIFT LOBBIES (Office Floors)**

(i) Flooring : Vitrified tiles / Granite or equivalent/ Kota

(ii) Walls & columns : Mix of Granite/Wooden Panelling /P.O.P & emulsion paint as per interior drawing.

(iii) Ceiling : Unplastered slab and false ceiling with Gyp Board painted with emulsion, as per interior drawings.

**SERVICE LIFT LOBBY**

(i) Floors : Kota / Vitrified Tiles.

(ii) Walls : Plastered and finished with P.O.P and emulsion paint.

(iii) Ceiling : Plastered with P.O.P and paint.

**STAIRCASES**

(i) Flooring : Kota stone or equivalent

- (ii) Walls : Plastered and finished with P.O.P and emulsion paint.
- (iii) Ceiling : Plastered and painted.

### **PANTRY**

Everything including finishing to be done by Users as per their requirement.

### **AIR-CONDITIONING**

Air conditioning of the said space will be done by the Buyer as per building guidelines.

### **ELECTRIC (At Extra Cost)**

The Sub Lessor will provide electrical connection upto meter room in ground floor and thereafter all wiring will be the responsibility of the Sub Lessee. Electrical load and DG back up at extra cost as per client's requirements.

### **TOILETS WITH OFFICE UNITS**

Fittings and everything including finishing to be done by users as per their requirement. External Piping and water point provision at one point to be provided by the Sub Lessor.

### **OFFICE SPACE**

- (i) Flooring : Cement screed / IPS / Tiles / Marbles
- (ii) Walls : Plastered with P.O.P
- (iii) Ceiling : Unplastered

**DOORS**

Aluminium / steel doors / flush doors will be provided as per interior design.

**WINDOWS**

Aluminium windows with glazing will be provided.

**EXTERIOR FINISHING**

A combination of glazing/ACP/Stone/Ceramic/Metal Cladding/Texture Paint /Paint/Louver etc.

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

SL. NO.	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	HAND BOOK
1.	COLUMN	CROSS SECTION: (+)12 More (-)5 MM LESS OR	IS456:2000	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A WHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2.	BEAM			
3.	VERTICAL WALL			
4.	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required	IS456:2000	COMMON TOLERANCE FOR SLAB:  MM IN 3 METER



		nominal cover + 10mm.		
5.	FOUNDATI ON	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:200 0	
6.	BRICKWO RK	<p>The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following</p> <p>Limit per 20 bricks:</p> <p>a) For modular size (190x90x90mm) Length 3720 to 3880 mm (3800+80 mm)  Width 1760 to 1840 mm (1800+40mm)  Height 1760 to 1800 (1800+40mm)  (for 40mm high bricks)</p> <p>b) For non-modular size (230x110x70 MM) Length 4520 to 4680 mm (4600+80MM)  Width 2240 to</p>	IS1077:19 92	JOINT THICKNESS WITHIN PERMISSIBLE LIMIT AND NOT MORE THAN 1/5 <sup>TH</sup> OF SPECIFIED THICKNESS

		2160 mm (2200+40 mm)  Height 1440 to 1360 mm (1400+40mm)  (For 70mm high brick)		
7.	PLASTER	For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local projection shall not exceed 0.6cm and local depression 1.2com		

**THE SCHEDULE-H ABOVE REFERRED TO**

**(RESERVED RIGHTS)**

**The Developer will be entitled to following reciprocal easements and other reserved rights as provided hereunder:**

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building/Complex in and through the appropriate conduits/trenches and through any structures

of a similar use or nature that may at any time be constructed in, on over or under the building.

- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Developer , in its sole discretion deems necessary or appropriate in a manner that will not affect the Unit of the Sub-Lessee/ Allottee
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Unit and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any external, unrelated Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
- (5) Until the Sub-Lease and transfer of all the Shops/showrooms/office/commercial ( Unit) is completed, the Vendor shall have the right to retain unto itself, its successors and assigns the right to maintain ,Sub-Lease Shops/showrooms/office/commercial ( Unit) at the Project and also the right to place signs in and around the common areas for marketing, subject to the consent of all unit holders/ association.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and

other necessary conducting media for the provision of services or supplies .

- (7) The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Sub-lessee/Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building as per sanctioned plans even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Sub-lessee/Allottee by noise, dust, vibration or otherwise, provided this does not affect the Sub-lessee/Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Developer may think fit and proper.
- (11) The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required through under or over the Premises and/or Units
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any** Building **block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit

- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Developer shall retain for itself , its successors and assigns including all of the Unit Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Units and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Developer its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Shops/showrooms/office/commercial ( Unit).
- (17) The Developer shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the common roof and the identified wall surfaces within the Project.

- (18) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Unit Owners/Lessees with each other subject however to the other conditions herein.

The Lessee/Developer reserves the right to allot available Parking space in one phase of the commercial ( Unit)Complex to any Sub-lessee/Allottee of a Unit in any other phase of the Complex.

**THE SCHEDULE – I ABOVE REFERRED TO**  
**(EXTRA CHARGES & DEPOSITS)**

<b>FACILITIES</b>		
<b>A</b>	<b>EXTRA CHARGES</b>	
<b>1.</b>	<b>Electricity Charges</b>	<b>Rs. 225/- per Sq ft SBU OR Rs.22,500 per KVA. 1 KVA per 100 sqft of Super built up area.</b>
<b>2</b>	<b>DG Installation Charges</b>	<b>Rs.175/- per sqft of SBU or Rs. 17,500 per KVA. 1 KVA per 100 sqft of SBU.</b>
<b>3.</b>	<b>Legal Charges</b>	<b>Rs.25/- per sq. ft. SBU</b>
<b>4.</b>	<b>Fire Detector work installation</b>	<b>Rs.25/- psqft of SBU</b>
<b>5.</b>	<b>Stamp duty Registration Charges &amp;</b>	<b>Payable at the time of registration as applicable</b>
<b>6.</b>	<b>Incidental Charges</b>	<b>Rs.10000/- per Unit Payable at the time of Registration of sub-lease</b>
<b>7.</b>	<b>Formation of Association Charge</b>	<b>Rs. 10,000/- per Unit On Possession.</b>
<b>B</b>	<b>DEPOSITS</b>	

<b>8.</b>	<b>Electricity Deposit</b>	<b>Equivalent to 6 months estimated consumption (estimated to be Rs.13,000/-Kva load)</b>
<b>9.</b>	<b>Maintenance Deposit</b>	<b>Equivalent to 6 months Maintenance (@Rs 5/SBUx6)at the time of possession Rs. _____/- . Final CAM rate will be based on estimate of the Promoter at the time of giving possession.</b>
<b>10.</b>	<b>Municipal Tax Deposit</b>	<b>Equivalent to 6 months.</b>

**Notes :-**

1. Since A/C is individual CAM charges: will be less compared to most buildings & since all A/C is yours, running hours will be as per your need.
2. Municipal / Property Tax: to be borne by the purchaser.
3. Electric Billing: at actual on individual consumption (with transmission loss 5%).
6. Lease Rent Deposit of Rs 60/-Sqft (plus GST) at the time of possession. Admin fees payable at 1% of value of structure estimated at Rs. 18.67/Sqft of SBU area (Commercial Unit) ; Rs.11.93/Sqft of SBU Area (Office Unit) payable before registration of sublease.

**THE SCHEDULE – J ABOVE REFERRED TO**

**(REGULATIONS AND RESTRICTIONS USER RULES)**

**As from the date of possession of the said Unit the Sub-lessee/Allottee agrees and covenants** that the Sub-Lease agreed to be granted shall always remain subject to the following restrictions, covenants stipulations and obligations :-

1. To keep the said Unit in a good state of repairs and condition and to carry out necessary repairs or replacements at regular intervals at its own cost;
2. To keep and maintain the said Unit as a decent place of business and shall keep it painted and repaired at regular interval at its own cost;
3. To maintain at its own costs the said Unit/floor in the same good condition state and order - clean hygienic and tidy and abide by all laws, by-laws, rules, regulation and restriction (including those relating to fire safety under the West Bengal Fire Safety Act, 1950 and the rules made there under) of the Government and/or any statutory authority and/or local body with regard to the user, properly and timely maintenance of the Commercial Block.
4. The Sub-Lessee shall provide for the insurance of the interiors and also be responsible for its maintenance.
5. To affix its name plate, sign board, logo of any kind and/glow or neon sign and letter box at the places specially earmarked for the purpose and not at any other place/places provided however it is made clear that the Sub-Lessee shall not be entitled to display any banner, hoarding, poster and materials of whatsoever nature in any place of the building. The signage shall be of a size to be agreed upon and in keeping with the overall design and aesthetics to be approved by the Developer and/or architect in order to keep the design and aesthetics of the building intact. Furthermore, any taxes, or other charges or outgoings payable to any government body or authority for display of logo/signage or obtaining any permission in connection therewith shall be borne and paid by the Sub-Lessee other than the charges payable to the Developer.
6. To comply with and observe all rules and regulations of any statutes and any obligations imposed by any laws and other legal requirements for carrying on its business activities from the said Unit;
7. To observe the rules framed from time to time by the Developer/Maintenance Service Company.
8. To allow the Developer/Maintenance Service Company with or without workmen to enter into the Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Sub-Lessee.



9. To co-operate with the other Co-Lessee's and the Developer and the Maintenance Service Company in the management and maintenance of the said Mall.
10. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration/agitation of any kind takes place inside or in the vicinity of the Commercial Block. The Sub-Lessee shall also ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Commercial Block by affixing posters, hanging festoons or doing any other act in any manner whatsoever, in which event, all damages of whatsoever nature caused to the Mall shall be suitably compensated by the Sub- Lessee.
11. To ensure that the Sub-Lessee comply with, obtain and keep valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the Unit for selling of or dealing with the products and rendition of the services from the Commercial Block.
12. To observe and perform the regulations framed as to the manner of user of the said Unit and/or common services as may be framed or made applicable from time to time for user of the said demised space by the Sub-Lessee and such rules and regulations for the user of the said demised space and common services as and when made, altered or amended shall form part of this Agreement;
13. To use and enjoy the stair case, landings, lobby, passages and other common parts and common portions only to the extent required for ingress to and egress from the said Unit of men, materials, utilities and facilities;
14. The internal non load bearing walls that divide the said Unit from the adjoining Unit shall be deemed to be common walls and shall be maintained as the equally shared expenses of the Sub-Lessee and the other respective Sub-Lessees of the adjoining space;
15. To comply with and not to contravene or permit the contravention of all applicable laws, by-laws and regulations (which regulations shall without limiting the generality thereof include the National Building Regulations and codes), especially those relating to the Sub-Lessee or occupier of business premises or to the conduct of any business carried on in the premises.

16. Not to contravene or permit the contravention of any of the conditions of title under which the property is held by the Sub-Lessors or any of the provisions of the Town Planning Scheme applicable to the property and not do or cause or permit to be done in or about the unit anything which may be or cause a nuisance or disturbance to other occupants of the building.
17. Not to open out any additional window or any other apparatus protruding outside on the exterior of the said Unit and/or the Commercial Block.
18. To maintain or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
19. To abide by such building rules and regulations as made applicable by the Developer/Maintenance Service Company provided that nothing in the rules may purport to vary this lease and if there is any inconsistency between the terms of this lease and the regulations, this lease shall prevail.
20. To pay to the Developer/Maintenance Service Company all costs, charges and expenses including costs and fees which may be incurred by the Developer/Maintenance Service Company in connection with or for common purpose or incidental to any services of the said Commercial Block.
21. Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous, illegal or immoral trade or activity in or through the Unit and the Building. The Sub-Lessee shall at its own costs and expenses apply for and obtain all necessary permissions and approval from respective agencies for running of its business.
22. To notify the Sub-Lessor/Maintenance Service Company of any damage, defect or malfunction which may occur in or to any part of the Unit/floor and/or the Mall, water pipes, gas pipes, electrical wiring, air- conditioning duct or any other fittings or fixtures therein.
23. For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the

Sub-Lessee shall be deemed to be the act, default or omission of the Sub-Lessee.

24. To abide by, comply with, observe, fulfill and perform all directions, rules and regulations, notices, orders and requisitions of the government, municipal bodies and / or other concerned statutory or public body or person and not do any act deed or thing which may be prohibited or not permitted under the Principal Lease.
25. The Sub-Lessee shall not interfere with the electrical installation or any other installation or equipment belonging to the Sub-Lessors and shall not overload the electrical system or any other service.
26. To allow the Sub-Lessee and/or Co-Sub-Lessees to enjoy the right of easement and/or quasi easements at the spaces provided for the purpose.
27. To Warehouse, store and / or stock in the Unit in a proper manner, without creating any mezzanine or using the false ceiling as a storage area (unless otherwise specifically permitted in writing by the Sub-Lessee), only such goods, wares and merchandise as the Sub-Lessee intends to offer for sale in at or from the Unit or as necessary to supply service to customers; such services and goods shall be of an appropriate standard, commensurate with the reputation of the Commercial Block as a prestigious commercial building and to the satisfaction of the Developer.
28. Not to install or maintain in the said Unit any equipment or apparatus that may adversely affect the performance of any security or fire alarm system in the building;
29. Not to install or use at the said demised space any equipment which causes noise or vibration detectable outside the said demised space or causes damage to the same or the building or plant or conducting media;
30. Not to conduct or permit to be conducted on the Unit any auction, clearance or liquidation sale or unethical business practice in such a manner as to prejudice the goodwill and reputation of the Mall. But this provision shall not preclude the conduct of genuine periodic, seasonal or promotional sales after obtaining the prior written consent of the Developer
31. Not to use the common area or any part thereof for any business or commercial purposes or for the display or advertisement of any

- goods or services except with the consent in writing of the Lessors and in accordance with any conditions imposed by the Developer.
32. Not to place or take into the passenger lifts without the prior approval of Maintenance Service Company any baggage, furniture, heavy articles or other goods. They can be ferried only by Service Lift or goods staircase.
  33. Not to allow any of its employees to remain in the said Unit after the closing hours specified herein provided however the Sub-Lessee shall be at liberty to use the said Unit beyond shopping hours subject to the payment of additional maintenance and service charges if any as may be specified from time to time by the Developer/Maintenance Service Company;
  34. Not to discharge into any conducting media that serve the building any substance that may obstruct or cause damage or danger or release noxious poisonous or radioactive matter or any thing likely to pollute or contaminate and prevent any blockage of any sewer, water-pipe or drain and at the Sub-Lessee's cost remove such blockage or obstruction should it occur;
  35. Not to subdivide or partition the said Unit and/or the parking Space allotted any part or portion thereof in any manner whatsoever provided, however, that this will not prevent the Sub-Lessee from doing internal wooden/glass/gypsum board/or like material partition in the said Unit.
  37. Not to do anything or prevent the Developer/Maintenance Service Company from making further or additional constructions on any working day.
  38. Not to do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
  39. Not to do or permit to be done any act or thing which may render void or make voidable any policy of insurance in respect of the Unit or any part of the said building or the Mall cause increased premium to be payable in respect thereof.
  40. Not to let out ,mortgage or give on rent or lease out the car parking space independently and separately of the Unit.
  41. Not to change or in any way, vary the frontage or the entrance doors or shutters or otherwise alter the type or the size or

location of the entrances of the Unit without approval of the Lessors;

42. Not bring upon the Unit any heavy machinery or other plant or equipment or goods without the written consent of the Developer/Maintenance Service Company and in no event shall any such machinery, plant or equipment or goods be of such nature or size as to cause or, in the opinion of the Developer, be likely to cause any structural or other damage to the floor or walls or any other parts of the Unit or to any other part of the Building and the Common area. Before bringing any such equipment or goods upon the demised unit or the Common Area, the Sub-Lessee shall inform the Developer of the Sub-Lessee's intention so to do; the Developer may direct the routing, installation and location of all such machinery, plant and equipment and goods and the Lessee shall observe and comply with all such directions;
43. Not to affix or install any additional electrical points in or about the said Unit and/or premises without the prior consent of the Developer in writing provided further that all such work shall be carried out by a licensed electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or imbalanced. Prior to any electrical installation work, the Sub-Lessee shall be required to submit proper electrical plans to the Lessors;
44. Not install any floor covering, lighting, plumbing, fixtures or shades or make any change to the frontage, install any window covering, awning, blinds, air-conditioner or light device on or adjacent to the Unit or any window of the premises without the prior written consent of the Developer;
45. For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Sub-Lessee shall be deemed to the act, default or omission of the Lessee.
46. Not to allow any accumulation of rubbish in the Unit and shall ensure, at all times, that the garbage and refuse from the Unit is removed to such locations as shall be specified by the Developer/Maintenance Service Company and to use only that type of refuse container as is specified by the Developer/Maintenance Service Company from time to time and to segregate refuse, prior to removal, in a manner prescribed by the Developer/Maintenance Service Company. In the event of

- default by the Lessee, the Developer/Maintenance Service Company will do so at the Sub-Lessee's cost;
47. To use its best endeavors to protect and keep safe the Unit and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened when the premises are not in use or left unoccupied. The Developer/Maintenance Service Company reserves, the right by its Agent, caretaker employees, servants and workmen to enter and fasten the same if left insecurely fastened and all responsibility for prevention of theft, robbery etc shall lie with the Sub-Lessee;
  48. No rubbish waste or incense shall at any time be burnt upon the Unit or the Common Area or any part thereof. Exception will be made for incense burnt for religious purposes, but such burning will be limited, attended to and at the cost and risk of the Sub-Lessee.
  49. All blind shades, awnings, window ventilators and other similar fittings and fixtures installed by the Sub-Lessee with the consent of the Developer/Maintenance Service Company in or upon the Unit and visible from outside the Unit shall conform to the reasonable requirements and standards set by the Lessor;
  50. The Developer/Maintenance Service Company shall be entitled to close the Building and the Common Area or any part thereof and to prevent and prohibit any person from entering or remaining thereon between the hours of midnight and 9 AM, inclusive. Without affecting the generality of the preceding provision of this rule the Developer may close, lock-off or otherwise control the Common Area or any part thereof from time to time and may take all such actions as the Developer/Maintenance Service Company deem necessary for the purposes aforesaid and in particular may prohibit the use of the parking areas in the Building prior to 8 AM or such earlier hour as the Developer/Maintenance Service Company may from time to time determine to prevent unauthorized persons not intending to conduct business with or become customers of any of the occupants of the Building from using the parking areas of the Building for any private or other purpose; provided always that upon obtaining the prior written consent of the Developer/Maintenance Service Company the Lessee shall be permitted to enter the Building after or before the above said business hours;

51. Notwithstanding anything herein before contained, the Unit shall not be or remain open for business at or during anytime or times prohibited by law;
52. Before any machinery, safe or furniture is moved into or out of the Unit due notice must be given to the Developer/Maintenance Service Company or its Agent by the Lessee;
53. Not to bring or permit any person to bring or leave in or about the Building any bicycle or similar machine or any animal or play or permit any person to play any musical instrument in or about the Unit;
54. The Sub-Lessee shall advise the Developer/Maintenance Service Company or its Agent of the private address of the Sub- Lessee or if the Sub-Lessee shall be a corporation, of the manager thereof, or if there shall be more than one Sub-Lessee, of any two of them. The Developer/Maintenance Service Company or its Agent shall be promptly informed of any change in any such address;
55. The Sub-Lessee shall take such steps as may be necessary to prevent excessive infiltration of air into the Unit and air leakages and shall not do any act or thing whereby the working of the air conditioning plant in the Building shall be affected;
56. The Sub-Lessee shall avoid suspending heavy loads from ceiling, main structure walls or suffer floors to be loaded beyond safety limits and the Sub-Lessors/Maintenance Service Company shall not be responsible for any claims, losses, damages or injuries which may emanate from the occupation and use of the premises by the Sub-Lessee;
57. To refer to the Building by its proper name wherever the Sub-Lessee designates or refers to the Building in any newspaper or other-advertising, stationary, or other printed material, including any packing, packaging or carry bags;
58. Not to modify or alter the outer elevation, outer color scheme of façade or elevation of the building or any part thereof otherwise than in the manner agreed by the Developer in writing nor do or permit to be done any act deed or thing which may have the effect of altering or disturbing the outer look of the building;
59. Not to tout or permit its Agents invitees to tout or to use freelance touts in the public area of the building;
60. The interior finish decoration of the Building shall be made with low flame spread and low smoke and toxic gas generating categories conforming I.S Specification;

61. Not to use the Air Handling Unit Rooms for storage of combustible materials;
62. All AHU's must have mixing box with ducted return and the AHU room must be air tight. AHU with Chilled water is within Builder's scope but ducting is in Tenant's scope;
63. To install adequate level of sound acoustic within the Unit so as to insulate operational noise limit from percolating into adjacent Units;
64. The Sub-Lessee must obtain a drawing from the Structural Engineer indicating the position of all expansion and construction joints so that these can be taken into consideration when designing the expansion joints to the floors;

#### **USER RULES:**

**The Sub-Lessee shall comply with the following USER RULES applicable for the Commercial Block from time to time and the Developer shall have the right from time to time on giving the SUB-LESSEE written notice to vary, amend, add to and make reasonable USER RULES.**

- (a) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer/Maintenance Service Company nor shall anything be projected out of any window of the Building without similar approval.
- (b) The Sub-Lessee shall not erect or install on the windows of the said Unit and/or premises any glass panel, any sign device furnishing ornament or object which is visible from outside which in the opinion of the Mall Owners/Maintenance Service Company is incongruous or unsightly or may detract from the general appearance of the premises.
- (c) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings,



rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Sub-Lessee in whose Unit it shall have been caused.

- (d) Garbage and refuse from the Units shall be deposited in such place only in the Building and at such time and in such manner as the Mall Owners or Maintenance Service Company of the Building may direct.
- (e) Clean the Unit (including external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste trash and garbage in proper receptacles and arrange for the regular removal thereof from the Unit
- (f) Not to place or leave outside any floor or in the Commercial Block packages boxes or crates of any description or any parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Unit and in identified areas in the Commercial Block. The Sub-Lessee will use or permit to be used for the receipt delivery or other movement of any goods, wares or merchandise or articles of bulk quantity only in such parts of the said Premises and the common area and at such times as the Developer/Maintenance Service Company may from time to time direct and at such times as be prescribed by the Developer/Maintenance Service Company.
- (g) Not to interfere with cooling or ventilation of the building or to impose additional load on any cooling or ventilation plant in the building and to operate the cooling or ventilation equipment in the said Unit in accordance with the regulation made by the Developer/Maintenance Service Company from time to time;
- (h) Not to form any association with other Lessee and occupiers of the said building for the purposes of carrying out any acts to be discharged by the Developer/Maintenance Service Company as envisaged under this agreement and/or prejudicing the interest of the Developer as contemplated herein;

- (j) Not to affix, erect, attach, paint, exhibit or permit or suffer or place upon, within or outside the Unit any radio or television aerial , antenna or any loudspeakers, screens, or similar devices or equipment, placard, posters, notice, advertisement, name or sign or wireless mast without the consent in writing of the Developer. The Lessee will not fix or organize any live media or equipment which is likely to be heard or seen from outside of the Unit or broadcast any video or other material without the consent of the Developer. However any consent so given as aforesaid may at any time be withdrawn, in full or in part, where the Developer so determines, having regard to the interest of other Occupiers of the Building as a whole and / or the rights or interests of other Co - Lessees.
- (k) The Sub-Lessee shall not in any way obstruct, encroach or permit the obstruction and encroachment of open spaces in building, Parking area, walkways, pavements , entrances, passages , courts, corridors, service ways, vestibules, halls roads, docks, staircase, lobbies, landing, elevators, hoists, escalators, fire or escape doors within or outside the Unit or other parts of the Common Area or any appurtenance or convenience thereto and keep it always clean and orderly and not permit any of its employees, staff or any other person to store any goods or sleep and/or rest thereat or in any other part of the Commercial Tower
- (l) The Sub-Lessee shall not in any way cover or obstruct any light, sky, lights, windows or other means of illumination of the common area or of the building generally.
- (m) The Sub-Lessee shall not permit trade vehicles while being used for delivery and pick up of merchandise to or from the Unit to be driven , parked or stopped at any place or time within the building except within the loading dock of the Building and except at such other place or places and at such time or times as the Commercial Block Owners or the Maintenance Service Company may specifically allow and the Lessee shall prohibit its employees, service suppliers and others over whom it may have control, from parking delivery vehicles or doing loading or unloading in any place other than the said

loading dock or such other places which the Commercial Block Owners/Maintenance Service Company may, from time to time , allot for such purposes and from obstructing , in any manner howsoever, the entrances, exits and driveways in and to the common parking areas and also the pedestrian footways or the common area.

- (n)** The Commercial Block Owners/Maintenance Service Company shall be entitled to affix a notice Board at any conspicuous part of the said Building for putting any notice to be notified to any or all of the Lessee and/or occupants of the said Building and the Commercial Block Owners/Maintenance Service Company shall not have any obligation to give individual notices to all or any of the concerned Sub-Lessee after affixing any notice on the said Notice Board. The Notice so affixed shall be deemed to be conveyed and/or given to the Lessee and/or the concerned Lessee.
- (o)** The Sub-Lessee shall give the concerned utility companies, service providers, and its employees the right of access to and from the electrical substations or the main distribution telephone frame room located in the Building or the access to air conditioning air Handling Units and ducting at all times and shall not do or permit to be done any act or thing which might impede the right of the access granted hereby.
- (p)** If any dispute relating to the demised space arises by and between the Lessee and other occupiers of the other parts of the building such disputes and differences shall be adjudicated by the Commercial Block Owners alone whose decision shall be final and binding.
- (q)** Ensure that all their employees always wear clean uniforms, deal with the visitors, customers, officials of the Commercial Block Owners, its nominees, and/or the Maintenance Service Company politely and courteously and maintain absolute integrity, failing which or upon receiving a written instruction from the Commercial Block Owners the Sub-Lessee shall forthwith withdraw the erring employee from the Building.

- (r )** No bird or animal shall be kept or harboured in the common areas of the Building or inside the Units. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Commercial Block
- (s)** The Sub-Lessee shall use to best advantage all space available in the Unit for display and adequate merchandising of the Sub-Lessee's goods, ware and stock-in-trade and will keep the signage, display windows and other appropriate parts of the Unit adequately lighted during business hours and such periods of time as may, from time to time, be required by the Commercial Block Owners/Maintenance Service Company in respect of all retail business in the Building. The display window lighting should preferably be controlled by a separate timer, the lighting intensity should be minimum of 1000 lux at one meter height from the floor and all lighting inside the Shop should be of an appropriate color rating to suit the displayed merchandise. The Lessee shall not by the installation of any fittings, equipment, facilities or illumination or by the display of merchandise or other objects or otherwise, spoil, impair or detract from the architectural form or style or appearance of the Unit, the Common Area or the Building generally.
- (t)** The Lessee will take all reasonable precautions to keep the Unit free of rodents, vermin, insects, pests, birds and animals and in the event of failing so to do will, if so required by the Commercial Block Owners/Maintenance Service Company, but at the cost of the Lessee, employ from time to time or periodically pest exterminators approved by the Commercial Block Owners/Maintenance Service Company.
- (u)** The Sub-Lessee shall not use or permit nor suffer to be used the lavatories / toilets, sinks and drainage and other plumbing facilities that may exist in the said Premises or the Common Area for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by misuse shall be made good by the Lessee forthwith.

- (v) ensure that all advertising signs, merchandise, display tables, containers or awnings or other matter on the windows or doors or outside the Unit or decoration or display in or near to the entrance to a depth of 2 metres into the premises from the front of the Unit shall be to the satisfaction of the Commercial Block Owners/Maintenance Service Company and the Commercial Block Owners/Maintenance Service Company shall be entitled to require the Sub- Lessee to remove or change same. The Sub-Lessee shall maintain such signs, decoration, display, containers, awnings or other matter in good order and condition;
- (w) In the event of any infectious illness occurring to any staff member of the Lessee's office to forthwith give notice thereof to the Commercial Block Owners/Maintenance Service Company and to the proper public authorities and will, at his cost fumigate and disinfect the Unit space to the satisfaction of the Commercial Block Owners/Maintenance Service Company and such public authorities and otherwise comply with their reasonable and lawful requirements with regard to the same.
- (x) The Sub-Lessee shall not change or in any way vary the Shop front and the entrance door provided or approved by the Commercial Block Owners for access to the Premises and shall not install locks, bolts or other fittings to the said entrance door additional to those supplied or approved by the Commercial Block Owners or in any way cut or alter the said entrance door without first having obtained the written consent of the Commercial Block Owners.
- (y) The Sub-Lessee shall immediately replace and/or repair any damages which may occur to the shop front and/or the entrance door at its cost upon consultation with the Maintenance Service Company.
- (z) Since the ducting will be an omission from the Commercial Block Owners's scope, the need will arise to ensure that the Sub-Lessee appoints only reputable sub-contractors to complete the installations within specific guidelines

prescribed by the Commercial Block Owners/Maintenance Service Company, air-conditioning consultant(eg shop load, supply air quantity, fresh air allowance, chilled water temperature, design to the air handling unit;

- (aa) The Sub-Lessee with smell generating products will supply, fix and complete the extract system (Canopies,hoods,fitters, fans, ducting etc) the canopies are to include a cyclovent system or equivalent system approved by the Unit Owners/Maintenance Service Company. Fresh air is to be introduced into each space of this type. An alternative option would be to install the ultra-violet type hood.
- (bb) Use the said Unit in the Commercial Block only for shops, showrooms, shopping arcade for retail activities and/or Offices only. However the Lessee is specifically prohibited from undertaking the following trades:
  - (i) Sale of food items or beverages;
  - (ii) Office/shop of any service relate4d industry or call center not related to selling of any goods;
  - (iii) Sale of medicines or health-care including diagnostics;
  - (iv) Sale, display or merchandising Liquor
  - (v) Share Trading

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

#### **(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers, if provided on your floor.
4. Know the assembly area and the location of the fire fightingequipments installed outside your Unit in your

building.

5. Dispose of unwanted items from your Unit. These things may act as fuel to the fire.
6. Keep Corridors, walk ways or passage ways free of obstruction.
7. Instal Fire equipment at proper place inside your Unit.
8. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
9. Must readily have the Fire Station and Police Station telephone nos.
10. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
11. Air-conditioner systems is to be maintained properly to avoid fires.
12. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
13. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
14. To use ISI standard equipments and cables.
15. To immediately replace faulty electrical items.
16. Switch off electrical points when not in use.
17. Guard live electrical parts.
18. Switch off at the socket before removing plug.
19. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
20. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
21. Do not tamper with electrical equipment without adequate knowledge.
22. To check regulator of Gas Cylinder frequently and to change

the Gasket every year.

23. To clean nozzle of the Oven regularly.
24. Kitchen Chimney should be cleaned every month.
25. To keep the LPG valve/regulator switched off when Gas/stove not in use.
26. Always store the LPG Cylinder in an upright position.
27. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
28. Never tamper with LPG cylinder.
29. Strike the match first and then open the burner knob of the stove.
30. Fix Safety cap on the valve when the cylinder is not on use.
31. Do not place cylinder inside a closed compartment.
32. Keep the Stove on a platform above the cylinder level.
33. Flame of Burner should not spread beyond the bottom of utensil while cooking.
34. In AC Kitchen Gas cylinder should be kept outside the kitchen.
35. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
36. Keep portable size Fire extinguisher for kitchen.
37. Gas leak detector may be installed in kitchen.
38. Buy Gas pipe of approved quality from authorized distributor only.
39. Keep windows open to ventilate the kitchen.
40. Fire Crackers are prohibited within the Unit and the Complex.

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

#### **(MAINTENANCE RULES)**

**(These rules are for proper usage and maintenance. Applicable for services / facilities available in the Unit or Complex. Those which are not applicable may be ignored)**

<b>Sl.No</b>	<b>Maintenance Area</b>	<b>Item No</b>	<b>RULES</b>
<b>1.</b>	<b>SECURITY SERVICES</b>	<b>i</b>	<b>Keeping a record of visitors entering the complex premises</b>



		<b>ii</b>	<b>Prevent any trespassing through the Complex compound</b>
		<b>iii</b>	<b>Guarding the Complex</b>
		<b>iv</b>	<b>Control Traffic and prevent jams within internal roads and pathways</b>
		<b>v</b>	<b>Switching On/Off common lights</b>
		<b>vi</b>	<b>The operation of water supply when needed</b>
		<b>vii</b>	<b>The operation of Generator set when needed</b>
		<b>viii</b>	<b>The operation of lifts in case of electricity failure</b>
		<b>ix</b>	<b>The operation of Fire Fighting equipment when needed</b>
<b>2</b>	<b>GARDEN &amp; LAWN</b>	<b>i</b>	<b>Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.</b>
		<b>ii</b>	<b>Wet lawn should not be mowed.</b>
		<b>iii</b>	<b>Trimming, de-weeding &amp; pruning of plants and removal of fallen debris</b>
		<b>iv</b>	<b>Water down all fertilizers</b>
		<b>v.</b>	<b>Use Organic fertilizers;</b>
		<b>vi</b>	<b>Use of pesticides and herbicides to get rid of</b>

			<b>insects.</b>
		<b>vii</b>	<b>Minimize use of foot and vehicle traffic on growing grass.</b>
		<b>viii</b>	<b>Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.</b>
		<b>ix</b>	<b>Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.</b>
<b>3.</b>	<b>LAKE / WATER BODY / FISHING DECK / WATER FOUNTAIN</b>	<b>i</b>	<b>To keep the water of the lake clear / free of weeds, growth and wild plantation.</b>
		<b>ii</b>	<b>Upkeep of fountain system, pumps and water surface ;</b>
		<b>iii</b>	<b>Keep a close eye on children and children below 12 years should not enter the fishing deck unsupervised.</b>
		<b>iv</b>	<b>To keep the deck open for use at specified timing with proper required security arrangements.</b>
		<b>v</b>	<b>To keep fishing deck wood work polished / painted for life sustenance</b>
		<b>vi</b>	<b>To keep the fishing deck</b>

			<b>canopy, railing, lights, seats, gates etc well maintained and beautified.</b>
		<b>vii</b>	<b>To keep the water fountain and its apparatuses, pumps, motors, floaters, lights, electrical well services and maintained for proper operation.</b>
		<b>viii</b>	<b>To fix time period of operation of water fountain.</b>
		<b>ix</b>	<b>To keep the boundary wall of the water body / lake and the sitting area around it in neat and clear condition.</b>
		<b>x</b>	<b>To keep the landscaping plants and trees along side the lake boundary well maintained.</b>
		<b>xi</b>	<b>To dose the lake with necessary chemicals to ensure the sustenance of fishes etc and to do all necessities for ensuring continued population of fishes for fishing purposes.</b>
<b>4.</b>	<b>COMMUNITY HALL</b>	<b>i</b>	<b>Decorative items should not be stuck on painted walls.</b>
		<b>ii</b>	<b>The member renting the Hall shall be responsible</b>

			to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
6.	WATER TANKS	i	Should be cleaned at regular intervals by a trained agency.
		ii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iii	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		iv	Trained plumber to check water supply pipe lines .
7.	IF MUNICIPAL WATER PROVIDED	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;
		iii	The Complex may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular

			<b>intervals.</b>
<b>8</b>	<b>STP</b>	<b>i</b>	<b>Recommended that water from STP should be used only for WC flush usage and gardening.</b>
		<b>ii</b>	<b>Inspect the treatment plant regularly.</b>
		<b>iii</b>	<b>Prevent any harmful substance, wastes, anti bacterialdetergents and other hazardous objects from entering the Plant.</b>
		<b>iv</b>	<b>Timely checks of the water treated by STP are mandatory. There is a penalty for non functioningSTP and for discharging sewage water into the drainage system.</b>
		<b>v</b>	<b>Wash hands thoroughly after working with Sewage or anything contaminated with sewage.</b>
		<b>vi</b>	<b>Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.</b>
		<b>v</b>	<b>Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.</b>
		<b>vi</b>	<b>To abide by laws if any in this regard for operation</b>

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

			<b>covered with gratings.</b>
<b>12.</b>	<b>GARBAGE COLLECTION</b>	<b>i</b>	<b>Dry and Wet garbage should be segregated as mandated by Sanctioning Authorities.</b>
		<b>ii</b>	<b>Garbage bags should be used for maintaining heigene.</b>
		<b>iii</b>	<b>Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.</b>
<b>14.</b>	<b>LIFT/ELEVATOR</b>	<b>i</b>	<b>AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift</b>
		<b>ii</b>	<b>The electrical connections, earthing, wiring, switches, plugs should be checked periodically.</b>
		<b>iii</b>	<b>Spitting or throwing garbage inside the elevator is strictly prohibited.</b>
		<b>iv</b>	<b>Safety instructions to be followed during emergency should be displayed inside the lift.</b>
		<b>v</b>	<b>Use panic button</b>

			/intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
15	<b>FIRE FIGHTING EQUIPMENT</b>	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose



		<b>iv</b>	<b>Regular mock fire drill exercises should be done</b>
		<b>v</b>	<b>Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.</b>
		<b>vi</b>	<b>In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.</b>
		<b>vii</b>	<b>In case of fire, the evacuation procedure should be well defined</b>
		<b>xi</b>	<b>Assembly point in the Complex compound should be clearly indicated.</b>
<b>17.</b>	<b>GREEN BUILDING (if the Phase / Complex is certified by IGBC / Griha or any other rating agency)</b>	<b>i</b>	<b>The Association Management Committee should update itself with all requirements of a Green Building and keep the records available</b>
		<b>ii</b>	<b>The services of a Green Building Consultant should be retained.</b>
<b>UNIT INTERNAL MAINTENANCE RULES</b>			
<b>18</b>	<b>INSTALLATION OF AIRCONDITIONER</b>	<b>i</b>	<b>Should be installed at pre-designated point.</b>
		<b>ii</b>	<b>In case of leaking pipes to get the same repaired</b>

			<b>immediately.</b>
		<b>iii</b>	<b>All wires should be passed through ducts.</b>
		<b>iv</b>	<b>Open wiring outside the walls is not allowed.</b>
		<b>v</b>	<b>No core cutting should be done in beams or columns or slabs for ducting purposes.</b>
		<b>vi</b>	<b>Inverters must be mounted on a firm level surface.</b>
		<b>vii</b>	<b>Whenever the Unit Owner/Sub-Lessee decides to do air-conditioning of the Unit, the Unit Owner/Sub-Lessee must first ensure to insulate the ceiling of the Unit in order to prevent accumulation in the Upper Unit and Lower Unit.</b>
<b>19</b>	<b>COOKING GAS</b>	<b>i</b>	<b>Ensure proper ventilation and follow norms laid down by Gas agency.</b>
		<b>ii</b>	<b>Children should not operate any equipment.</b>
		<b>iii</b>	<b>Gas cylinder installation should be carried out by Gas supply agency.</b>
		<b>iv</b>	<b>Do not accept a gas cylinder with safety cap broken.</b>

		<b>v</b>	<b>The cylinder or the gas hose pipe should be placed away from heat source.</b>
		<b>vi</b>	<b>Turn the regulator to 'OFF' position when Gas not in use.</b>
		<b>vii</b>	<b>Periodically check the gas valve, hose pipe condition for any leak.</b>
		<b>viii</b>	<b>Change the gas pipe(rubber tube) every six months.</b>
		<b>ix</b>	<b>In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.</b>
<b>20</b>	<b>CCTV OF INDIVIDUAL UNIT</b>	<b>i</b>	<b>Ensure that the Camera lens is clean;</b>
		<b>ii</b>	<b>Illegal filming of others using the camera is legally prohibited.</b>
		<b>iii</b>	<b>A notice that the premises is under CCTV surveillance should be displayed.</b>
<b>21</b>	<b>DISH TV OF INDIVIDUAL UNITS</b>	<b>i</b>	<b>The Antenna should be installed at the pre-designated point recommended by the Developer</b>

		ii	The wire should be passed through the wiring duct.
22.	PLUMBING	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.
23	MATTERS THAT NEED PERMISSION FROM FIRE SAFETY DEPARTMENT	i	Changes in Pipeline Changes in gas pipe line Changes in Fire fighting Equipment Changes in Smoke Detectors
24	MATTERS THAT NEED PERMISSION FROM GOVERNING BODY OF COMPLEX	i	Changes to entry to your house Renovation to be done Pest treatment Installing TV Antenna Putting grill in balcony Putting security door

			<b>outside the entrance</b> <b>Installing temporary</b> <b>cover on roofs</b>
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## **SCHEDULE –M ABOVE REFERRED TO**

### **FIT-OUT GUIDE**

#### **1. Introduction**

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

- 1.2. The Allottee/Lessee is desirous of installing furniture and fixtures within the Said Unit (“**Fitting Out Works**”) and has voluntarily agreed to comply with the SoP so developed by manufacturer and/or developer/ promoter and the Property Management Team.

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

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

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

- 2.1. Prior to commencing the Fitting Out Works, the Unit Lessee agrees to submit the relevant drawings, plans and specifications to the Property Management Team in the manner to be specified.
- 2.2. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Lessee, the same shall be either approved with or without modification. In the event any modification is suggested, the Unit Owner shall forthwith revise the work schedule and submit the revised plan to the Property Management Team and/or the Property Management Team shall be entitled to seek for additional information, drawings or specifications for suggesting such modification or ascertaining

compliance with the SoP.

- 2.3. No Fitting Out Works shall be commenced until and unless the plan or revised plan, as the case may be, has been approved by the Property Management Team and a **'Fitting Out Permit'** has been issued to the Unit Lessee, indicating the official approval to commence Fitting Out Work.
- 2.4. Before commencing Fitting-Out Works, the Unit Lessee shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:
  - 2.4.1. comprehensive all risks insurance policy covering damage to the property; and
  - 2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Lessee shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

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

- 3.1. The Fitting Out Works is required to be undertaken by the Unit Lessee or its duly appointed contractor, in compliance with the instructions specified in this regard
- 3.2. The Unit Lessee shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:
  - 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and
  - 3.2.2. only after obtaining photo identity card from the Property Management Team.

- 3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP. If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Lessee to rectify the discrepancy and issue a **Notification of Discrepancy** to the permit holder. The Unit Lessee shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Lessee shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Lessee shall inform the Property Management Team who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.
- 3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Lessee or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Lessee fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Lessee for any loss, damage or inconvenience caused whatsoever by such stoppage of work.
- 3.5. The Unit Lessee further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting/fixtures. If so required, Unit Lessee shall remove such installation, partition or any article to permit the said replacement or installation to execute the said replacement or installation work.

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

##### **4.1. Charges**

- 4.1.1 *Fitting Out Administration Charges:* The Unit Lessee will be required to pay a sum of Rs.2,000 (Rupees two thousand) towards fitting out administration charge, which shall be utilised by the Property Management Team to issue identity cards and other administrative expenses.
- 4.1.2 *Other Charges:* The Unit Lessee will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Lessee's account.

##### **4.2. Deposits**

- 4.2.1 The Unit Lessee will as per the suggestion/recommendation of the Promoter pay an interest free Security Deposit to the Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Lessee of the following obligations:
- 4.2.2 To make good to developer's / promoter's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;
- 4.2.3 To remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Lessee fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Lessee; and
- 2.2.4. To comply with the requirements and abide by the terms set out in this Guide.
- 2.2.5. The Security Deposit will be refunded to the Unit Lessee only after the Property Management Team has confirmed its satisfaction with the completed Fitting Out Works, in writing and after deductions if any, in respect of any damage caused to the premise, or, any sums due to indemnity in respect of any



charges or fees. Provided that, if the sum representing the damages or any indemnity exceeds the corpus of the Security Deposit, the Unit Lessee will have to pay the balance amount immediately upon receipt of notice from the Property Management Team, without any delay.

## **5. COVENANTS**

### **5.1. The Unit Lessee agrees and undertakes to**

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

5.1.2. Submit to developer's / promoter's and the Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

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

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

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

5.2. Provide his/her/their emergency contact details The Unit Lessee expressly agrees and acknowledges—undertaken by the Unit Lessee under this Guide are mainly for securing the beneficial enjoyment of the other properties in the Said Building by other unit - holders and is not repugnant to the interest of the Unit Lessor granted hereunder.

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

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

### **ANNEXURES**

Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the Developer in his registration
Copy of the clear Block Plan showing the Project(phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the sub-lessee/Allottee.
Copy of Floor plan of the said Unit

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor/Lessee:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer/Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Long Term Sub-Lessee/Allottee: (including joint buyers):

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

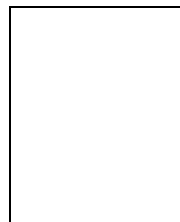
At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES :

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

