

## AGREEMENT FOR ASSIGNMENT OF LEASE

THIS AGREEMENT FOR ASSIGNMENT OF LEASE ("AGREEMENT") is executed on this [•] day of [•], 20 [•]

### BY AND BETWEEN

**APEEJAY SURRENDRA PARK HOTELS LIMITED**, a company incorporated under the Companies Act, 2013, having CIN U85110WB1987PLC222139 and PAN AAACB7961L, and having its registered office at 17 Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal, India, represented by its Constituted Attorney, **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED**, a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013, having CIN U70101WB2005PLC101398 and PAN AAFA0904P, having its Registered Office at 6<sup>th</sup> Floor, Block 4B, Ecospace Business Park, Plot No. IIF/11, Action Area II, New Town, Kolkata-700160, Post Office-New Town, Police Station-New Town, District-24 Parganas (North), West Bengal, India, represented by its Authorized Signatory [•], (PAN: [•]), (Aadhaar No. [•]), (Mobile No. [•]), son of Mr. [•], by nationality Indian, by faith Hindu, by occupation Service, of 6<sup>th</sup> Floor, Block 4B, Ecospace Business Park, Plot No. IIF/11, Action Area II, New Town, Kolkata-700160, Post Office-New Town, Police Station-New Town, District-24 Parganas (North), West Bengal, India, duly authorized vide a Board Resolution dated [•], hereinafter referred to as the "Assignor"/"Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns):

### AND

**AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED**, a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013, having CIN U70101WB2005PLC101398 and PAN AAFA0904P, having its Registered Office at 6<sup>th</sup> Floor, Block 4B, Ecospace Business Park, Plot No. IIF/11, Action Area II, New Town, Kolkata-700160, Post Office-New Town, Police Station-New Town, District-24 Parganas (North), West Bengal, India, represented by its Authorized Signatory [•], (PAN: [•]), (Aadhaar No. [•]), (Mobile No. [•]), son of Mr. [•], by nationality Indian, by faith Hindu, by occupation Service, of 6<sup>th</sup> Floor, Block 4B, Ecospace Business Park, Plot No. IIF/11, Action Area II, New Town, Kolkata-700160, Post Office-New Town, Police Station-New Town, District-24 Parganas (North), West Bengal, India, duly authorized vide Board Resolution dated [•], hereinafter referred to as the "Promoter"/"Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns):

### AND

*[If the Allottee is a company]*

[•], (CIN. [•] and PAN [•]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [•], represented by its authorized signatory, [•], (having PAN [•], (Aadhaar No. [•], (Mobile No. [•]), [•] of [•], aged about [•] years, by nationality: Indian, by occupation: [•], residing at [•], Post Office: [•], Police Station: [•], West Bengal, India, duly authorized vide board resolution dated [•], hereinafter referred to as the "Allottee"/"Assignee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

Ambuja Housing And Urban Infrastructure Company Limited

  
Authorized Signatory

[OR]

**[If the 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(s), [•], (having PAN [•], (Aadhaar No. [•], (Mobile No. [•]), [•] of [•], aged about [•] years, by nationality: Indian, by occupation: [•], residing at [•], Post Office: [•], Police Station: [•], West Bengal, India, [Please insert details of other allottee (s), in case of more than one partner authorised to execute this Agreement] authorized vide [•], hereinafter referred to as the "Allottee"/"Assignee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

**[If the Allottee is an Individual]**

[•], (having PAN [•], (Aadhaar No. [•], (Mobile No. [•]), [•] of [•], aged about [•] years, by nationality: Indian, by occupation: [•], residing at [•], Post Office: [•], Police Station: [•], West Bengal, India, hereinafter referred to as the "Allottee"/"Assignee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns)

[OR]

**[If the Allottee is a HUF]**

(1) [•], (having PAN [•], (Aadhaar No. [•], (Mobile No. [•]), [•] of [•], aged about [•] years, by nationality: Indian, by occupation: [•], residing at [•], Post Office: [•], Police Station: [•], West Bengal, India, 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 "Allottee"/"Assignee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

*[Please insert details of other allottee (s), in case of more than one allottee]*

The Assignor/Lessee, Promoter/Developer and the Allottee/Assignee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. (i) The Kolkata Municipal Corporation ("KMC"/"Lessor") is the sole and absolute owner of all that piece and parcel of land containing an area of 3.358 Acres (equivalent to 13589.46 Square Meter) more or less as per Lease Deed (defined below), which as per physical measurement was found to be 3.355 Acres (equivalent to 13575.26 square meters) more or less, comprised in C.S. Dag No. 100(P) in Mouza Boinchtala, J.L. No. 4 and assessed and numbered by the KMC being Municipal Premises no. 990 Eastern Metropolitan Bye Pass, PIN-700107, Police Station-Pragati Maidan (Formerly – Tiljala), District-South 24 Parganas, more fully described in the "Part-I" of the "Schedule-A"





hereto and hereinafter referred to as the "**Larger Land**" and shown & depicted in **RED** border on the Map/Plan annexed hereto and marked as **Annexure-'I'**.

- (ii) By a deed of lease dated 6 May 2009, registered with the Additional Registrar of Assurances - I, Kolkata, recorded in Book No. I, CD Volume No. 10, Pages 7770 to 7794, Being No. 04974 for the year 2009 ("**Lease Deed**"), KMC in consideration of the premium paid by the Assignor to KMC demised unto the Assignor and granted lease of the Larger Land for a period of 99 (Ninety-Nine) years commencing from date of delivery of possession of the Larger Land to the Assignor on 22 July, 2008 and expiring on 21 July, 2107 with an option for renewal of the lease for a further period of 99 (Ninety-Nine) years yielding and paying therefor unto KMC annual ground rent of Re. 1/- (Rupees One only) per cottah or part thereof comprised in the Larger Land and on the terms and conditions therein contained for the purposes of running a hotel and other activities incidental or ancillary thereto, including construction and development of serviced apartments.
  - (iii) KMC has handed over the vacant and peaceful possession of the Larger Land to the Assignor and since then the Assignor is in sole lawful, *khas*, vacant and peaceful possession of the Larger Land.
  - (iv) Thereafter, the Assignor caused to mutate its name in the records of KMC as a lessee of the Larger Land, which has since been done by KMC under Assessee No. 110583000010.
  - (v) Various disputes and differences arose between KMC and the Assignor in relation to assessment of annual valuation of the Larger Land. Subsequently, KMC and the Assignor decided to settle the disputes and differences between them and in consequence thereof KMC and the Assignor recorded the terms of the settlement agreed between them *vide* Settlement Agreement dated 3 May 2023, registered in the office of the Additional Registrar of Assurances - I, Kolkata, recorded in Book No. I, Vol. No. 1901-2023, Pages 301567 to 301581, Being No. 190406248 for the year 2023 ("**Settlement Agreement**").
  - (vi) Under the Settlement Agreement, it was, *inter- alia*, agreed between KMC and the Assignor that:
    - a) The project commencement and completion timelines provided under the Lease Deed would stand reworked/revamped and be made applicable from the date of registration of this agreement.
    - b) The Lessee shall be entitled to assign, sublease and/ or license and/or run at any time after the date of the Settlement Agreement, during, before or after commencement of construction on the Schedule Property, the serviced apartments, shopping arcades and/or commercial spaces to comprised in the proposed development on the Larger Land together with a proportionate share in the Larger Land and receive consideration for the same, in terms of law, at any time, without the need of any consent, or claim or demand by the Lessor.
- B. Out of the Larger Land, the Assignor has clearly demarcated and earmarked (i) an area of land admeasuring 1.645 Acres (equivalent to 6658.788 Square Meters) more or less, which



as per physical measurement/ boundary declaration is found to be 1.644 Acres (equivalent to 6651.88 square meters) more or less, which is more fully described in the "**Part-II**" of the "**Schedule-A**" hereto and hereinafter referred to as the "**Project Land**" and shown & depicted in **GREEN** border on the Map/Plan of the Larger Land annexed hereto and marked as **Annexure-'II'** for construction and development of the Project (defined hereinafter) by the Promoter and (ii) an area of land admeasuring 1.713 Acres (equivalent to 6930.57 square meter)) more or less, which as per physical measurement/ boundary declaration is found to be 1.711 Acres (equivalent to 6923.38 square meters) more or less, which is more fully described in the "**Part-IIA**" of the "**Schedule-A**" hereto and hereinafter referred to as the "**Hotel Land**" and shown & depicted in **PURPLE** border on the Map/Plan of the Larger Land annexed hereto and marked as **Annexure-'II'** for construction and development of a 5-star hotel ("**Hotel**") by the Assignor.

- C. The Assignor and the Promoter have entered into a Development Agreement dated 15 December, 2023, registered in the office of District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2023, at pages 559740-559815 Being No. 160319712 for the year 2023 ("**Development Agreement**"), to develop a Project (*defined hereinafter*) on the Project Land for the consideration and on the terms and conditions contained therein.
- D. Simultaneously with the Development Agreement, the Assignor, by a Power of Attorney, dated 15 December, 2023, registered in the office of District Sub-Registrar-III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2024, at pages 173092-173113, Being No. 160305944 for the year 2024 ("**PoA**") nominated and appointed the Promoter, as their true and lawful Attorney and agent, in their name and on their behalf, *inter-alia*, to execute and perform or cause to be done, executed and performed all or any of the acts, deeds, matters and things as mentioned therein.
- E. In pursuance of the Development Agreement, the Assignor (through the Promoter) caused to sanction a single integrated building plan from the KMC to develop the Larger Land. The KMC vide its letter dated 06 November 2025 issued the Building Permit No. 2025070110 and sanctioned the building plan for development and construction on the Larger Land ("**Sanctioned Plan**"). The Project (*defined hereinafter*) is in conformity with the Sanctioned Plan and the Project is to be used as serviced apartments with all cognate interpretations along with the allied amenities and facilities as approved by the applicable authorities.
- F. In terms of the Development Agreement and PoA, the Promoter is developing a serviced luxury apartment project, namely, "**The Park Unizen**" comprising 2(two) separate multi-storied towers, each having Lower Basement and Upper Basement levels with Ground and 20 upper storeys, vehicle parking facility, a resident activity centre ("**RAC**") together with necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the use and enjoyment in common by the Promoter and the allottee(s)/assignee(s) of both the tower(s) thereof ("**Project Common Areas**" more particularly described in **Schedule- "D"**) along with integration of certain identified infrastructural facilities intended for the shared use and enjoyment by the Promoter and the allottee(s)/assignee(s) of the Project in common with the Lessee/its assignee of the Hotel, defined below as the **Shared Common Areas** and more fully and particularly described in **Schedule "G"** (hereinafter in entirety referred to and identified as the "**Project**") on the Project Land more fully described in **Part-"II"** of **Schedule-"A"** herein and shown & depicted





in **GREEN** border on the Map/Plan of the Project Land annexed hereto and marked as **Annexure-'II'**.

- G. The Project broadly comprises of:
- (a) Two (2) multi-storied tower(s) i.e., Tower A & Tower B, each having Lower Basement and Upper Basement levels with Ground and 20 upper storeys.
  - (b) Tower A and Tower B are connected at the Lower and Upper Basement floors, the Ground floor, 1<sup>st</sup> (First floor), 2<sup>nd</sup> floor (Second floor) and also on the 20<sup>th</sup> (Twentieth) floor.
  - (c) A Residents' Activity Centre (RAC) (christened as "**CLUB NOVA**") located on the connected Ground, 1<sup>st</sup>, 2<sup>nd</sup> and 20<sup>th</sup> floor in both the towers;
  - (d) A vehicle parking facility comprising (i) an Upper Basement accommodating 130 car parking spaces, of which 122 are mechanical stack parking spaces and 8 are covered parking spaces; (ii) a Lower Basement accommodating 70 covered car parking spaces; and (iii) the Ground Floor accommodating 45 car parking spaces, segregated into 30 closed mechanical stack parking spaces, 9 covered parking spaces, and 6 open mechanical stack parking spaces;
  - (e) The Project Common Areas more particularly described in **Schedule- "D"**; and
  - (f) The Promoter is developing the Project as an independent stand-alone self-contained Project on the clearly demarcated Project Land. Further, the Project shall not be linked or combined with the Hotel being developed within the Larger Land, save and except, for integration of the infrastructural facilities in the manner mentioned below for the benefit of allottees. Accordingly, the allottees of the Project shall be entitled to the right to use and enjoy certain identified infrastructural facilities in common with the Lessee/its assignee of the Hotel (hereinafter referred to as "**Shared Common Areas**", more fully and particularly described in **Schedule "G"** and depicted in the layout drawing/plan of the Larger Land annexed hereto and marked as **Annexure "III"** and shown thereon in different colour codes), which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the Hotel for the benefit of the allottees of the Project.
- H. The development/ construction of the Project as detailed in paragraphs **F & G** above shall be treated as a single, independent, self-contained real estate project proposed to be developed on a clearly demarcated Project Land for the purpose of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("**Rules**").
- I. The Assignor, through the Promoter has got the final layout plans and approvals for the Project in the manner as described in E above. The Assignor and the Promoter agree and undertake that they will not make any changes to the layout plans pertaining to the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. The KMC vide approval dated [•], has granted the commencement certificate to develop the Project.
- K. The Promoter has registered the Project under the provisions of the Act on [•] under Registration No. [•] by the West Bengal Real Estate Regulatory Authority ("**WBRERA**").
- L. The Assignor and the Promoter are fully competent to enter into this Agreement for Assignment and all the legal formalities with respect to the right, title and interest of the



Assignor regarding the Project Land on which the Project is to be constructed, have been completed.

- M. The Allottee/Assignee has applied for a serviced apartment in the Project vide Application No. [•] dated [•] and has been allotted **ALL THAT** Serviced Apartment No. [•] having carpet area of [•] Square Meter (equivalent to [•] Square Feet), along with an exclusive balcony having an area of [•] Square Meter, (equivalent to [•] Square Feet) along with an exclusive lift lobby providing dedicated access to a high-speed and one exclusively dedicated staff room, altogether having built-up area of [•] Square Meter (equivalent to [•] Square Feet) and super built-up area of [•] Square Meter (equivalent to [•] Square Feet), **ALONG WITH** an exclusive open terrace having an area of [•] Square Meter, (equivalent to [•] Square Feet) (wherever applicable) and altogether located on [•] floor in Tower No. [•] ([•]) ("Tower") within the Project **TOGETHER WITH** [•] number of [•] (covered /mechanical stack as per allotment) parking space(s), being nos. [•] located on the [•], measuring [•] Square Meter (equivalent to [•] Square Feet more or less) ("**Parking Space(s)**") **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Project Common Areas to be used by the Allottee/Assignee in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project, more particularly described in **Schedule-"D"** hereto **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Shared Common Areas to be used by the Allottee/Assignee in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project along with the Lessee/its assignee of the Hotel, more particularly described in **Schedule-"G"** hereto (hereinafter collectively, referred to as the "**Serviced Apartment**" more particularly described in **Part-"III"** of **Schedule-"A"** and the **Floor Plan** of the Serviced Apartment No. [•] is shown & depicted in **Schedule-"B"** and delineated in **RED** border whereas the lift lobby comprised therein is delineated in **GREEN**..
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and on or before execution of this Agreement, the Allottee/Assignee has examined or has caused to be examined the following and the Allottee/Assignee has fully satisfied himself/itself as to:
- i. the floor plan, area and other dimensions and specifications of the Serviced Apartment;
  - ii. the layout plan and Sanctioned Plan of the Project and the Tower; and;
  - iii. the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed; and the Allottee/Assignee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- P. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and





all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Assignor hereby agrees to assign the leasehold interest, the Promoter agrees to confirm such assignment and the Allottee/Assignee hereby agrees to take such assignment of the leasehold interest in the Serviced Apartment and the Parking Space(s) as specified in paragraph M of the recitals, herein above.
- R. The Allottee/Assignee has caused necessary due diligence and satisfied himself/itself about the (i) rights and interest of the Assignor and (ii) right of the Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee/Assignee has also inspected the Sanctioned Plan in relation to the Project, layout plans along with specifications approved by the competent authority for the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Assignor agrees to assign the leasehold interest to the Allottee/Assignee, the Promoter hereby agrees to confirm such assignment and the Allottee/Assignee hereby agrees to take on such assignment of the leasehold interest in the Serviced Apartment as specified in paragraph "M" of the recitals, above;
- 1.2 The total price of the Serviced Apartment based on the Carpet Area is **Rs. [•] (Rupees [•] only) ("Total Price")**. The break-up and description of the Total Price which is as provided herein in the table below:

Break-up of Total Price:	
Part I (Consideration)	
Serviced Apartment No.	
Particulars	Amounts (Rs.)
Serviced Apartment	
<b>Total</b>	
Part II (Other Charges & Deposits)	
Particulars	Amounts (Rs.)
Interim Maintenance Charge (equivalent to one year Maintenance Charges)	
Maintenance Security Deposits	
Maintenance Corpus/Sinking Fund	
Documentation Charges	



DG Charges	
RAC Membership Charges	
RAC Annual Subscription Charges	
Reticulated Gas Connection Charges	
<b>Total</b>	
<b>Taxes</b>	
<b>Total Price (Part I + Part II + Taxes)</b>	

- The amount payable by the Allottee as the price for the Serviced Apartment under PART I shall be referred to and identified as the "**Apartment Consideration**";
- The total amount payable by the Allottee towards Interim Maintenance Charge (equivalent to one year Maintenance Charges), Maintenance Security Deposits (equivalent to two years' Maintenance Charges), Maintenance Corpus/Sinking Fund, Documentation Charges, DG Charges, RAC Membership Charges, RAC Annual Subscription Charges and Reticulated Gas Connection Charges under PART II shall be referred to and identified as the "**Other Charges & Deposits**";
- The **Total Price** payable by the Allottee is inclusive of the Apartment Consideration, the Other Charges & Deposits and the applicable taxes.

#### **EXPLANATION:**

- The Total Price above includes the booking amount paid by the Allottee/Assignee to the Promoter towards the Serviced Apartment;
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, CGST, if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Serviced Apartment;

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

- The Promoter shall periodically intimate to the Allottee/Assignee the amount payable as stated in (i) above and the Allottee/Assignee shall make payment within 30 (thirty) days from the date of such intimation. In addition, the Promoter shall provide to the Allottee/Assignee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- The Total Price of the Serviced Apartment includes recovery of price of the Serviced Apartment inclusive of the Parking Space(s), construction of not only the Serviced Apartment but also the pro rata share in the construction of the Project Common Areas, Shared Common Areas, Specifications, Amenities And Facilities of the Project, internal development charges, external development charges, taxes, cost of providing, electrical wiring, electrical connectivity to the serviced apartment(s), lift, water line and plumbing, finishing with putty, IPS flooring, , windows, fire detection and firefighting equipment in the Project Common Areas, Maintenance Charges as per





Clause 11.1 etc. and includes cost of all other facilities, amenities and specifications, to be provided in the Serviced Apartment and the Project as per the **Schedule-“E”** and **Schedule-“F”** hereto and also the Documentation Charges and any other charges/deposits etc. more particularly mentioned in the Total price as detailed in Clause 1.2 hereinabove

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the KMC/Competent Authority and/or any other increase in charges and taxes, which may be levied or imposed by KMC/ Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule-“C”** (hereinafter referred to as the **“Payment Plan”**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate of [•] % ([•]) percent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plan in relation to the Project, layout plans and specification and the nature of fixtures, fitting and amenities described herein at **Schedule-“E”** and **Schedule-“F”** in respect of the Serviced Apartment and the Project, as the case may be, without the previous written consent of the Allottee. **Provided** that the Promoter may make such minor additions or alterations in the Project Common Areas, Shared Common Areas, Specifications, Amenities And Facilities of the Project, as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Tower is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule “C”**. All these monetary adjustments shall be made at the same rate per square feet as agreed in paragraph 1.2 of this Agreement for Assignment.
- 1.8 Subject to paragraph 9.3 the Promoter agrees and acknowledges that the Allottee shall





have the right to the Serviced Apartment as mentioned below:

- i. The Allottee shall have leasehold rights and interest in the Serviced Apartment for the residual period of the Lease Deed and will hold and possess the same on and from the date of registration of the Deed of Assignment of Lease executed and registered in their favour pursuant to this Agreement;
  - ii. The Allottee shall also have undivided, indivisible and variable proportionate share of the Project Common Areas and the Shared Common Areas and Specifications, Amenities And Facilities of the Project. Since the share/interest of Allottee in the Project Common Areas as well as the Shared Common Areas and Specifications, Amenities And Facilities of the Project is undivided and cannot be divided and separated, the Allottee shall use the Project Common Areas, and the Specifications, Amenities And Facilities of the Project along with other allottees/assignees/occupants of the Project, the Promoter for the unallotted serviced apartments in the Project, maintenance staff, and the Lessee/its assignee (in case of the Shared Common Areas) etc. without causing any inconvenience and hindrance to them. Further, the right of the Allottee to use the Project Common Areas and the Shared Common Areas and the Specifications, Amenities And Facilities of the Project, shall always be subject to the timely payment of Maintenance Charges and other charges, as applicable. It is clarified that the Assignor, with the concurrence of the Promoter shall convey the undivided proportionate rights and interest in the Project Common Areas, the Shared Common Areas and the Specifications, Amenities And Facilities of the Project, to the association of the allottees ("**Association**") as provided in the Act.
  - iii. The computation of the Total Price of the Serviced Apartment includes recovery of consideration for acquisition of leasehold interest in the Project Land, construction of not only the Serviced Apartment but also the Project Common Areas and the Shared Common Areas and the Specifications, Amenities And Facilities of the Project, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Project Common Areas and Shared Common Areas, Maintenance Charges as per paragraph 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Serviced Apartment and the Project as provided in **Schedule-"E"** (Specifications, Amenities And Facilities of the Serviced Apartment) and **Schedule-"F"** (Specifications, Amenities And Facilities of the Project) hereto;
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Serviced Apartment, as specified in paragraph "M" of the Recitals hereinabove shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project covering the Project Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Specifications, Amenities And Facilities of the Project shall be available only for common use and enjoyment of the allottee(s)/assignee(s) of the Project subject to payment of maintenance and management charge in respect therefore.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely "**The Park Unizen**", shall not form a part of the declaration





to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the Serviced Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including lease premium and/or rent of land, municipal or other local taxes, charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project, as may be applicable). If the Promoter fails to pay all or any of the outgoing collected by it from all Allottee or any liability, mortgage loan and interest thereon before transferring the Serviced Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Serviced Apartment, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottee has paid a sum of Rs. [•] (Rupees [•] only) as booking amount being part payment towards the Total Price of the Serviced Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Serviced Apartment as prescribed in the Payment Plan mentioned in **Schedule-“C”** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate specified in the Rules of the Act.

## 2. **MODE OF PAYMENT:**

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

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement for Assignment, any refund, transfer of security, if provided in terms of the Agreement for Assignment shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action



under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Assignor and Promoter jointly and severally accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter and the Assignor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement for Assignment, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter and the Assignor shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Serviced Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Serviced Apartment to the Allottee and the Project Common Areas, Shared Common Areas and Specifications, Amenities And Facilities of the Project to the Association or the competent authority, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project. Similarly, the Allottee shall make timely payments of instalment and other dues payable by him/her and meeting the other obligations under the Agreement for Assignment subject to the simultaneous completion of construction by the Promoter as provided in **Schedule-“C”(“Payment Plan”)**.

6. **CONSTRUCTION OF THE PROJECT/ SERVICED APARTMENT:**

The Allottee has seen the Specifications, Amenities And Facilities of the Serviced Apartment and accepted the floor plan, Payment Plan and layout plans [annexed along with this Agreement for Assignment] which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and Specifications, Amenities And Facilities of the Project. Subject to the terms in this Agreement for Assignment, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the KMC and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, Rules/Regulations framed under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement for Assignment.





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

- 7.1 Schedule for possession of the Serviced Apartment:** The Promoter agrees and understands that timely delivery of possession of the Serviced Apartment is the essence of the Agreement for Assignment. The Promoter, based on the approved plan/s and specifications, assures to hand over possession of the Serviced Apartment on or before 31 July 2030 ("**Possession Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Serviced Apartment. Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirm that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement for Assignment.
- 7.2 Procedure for taking possession:** The Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Serviced Apartment to the Allottee in terms of this Agreement for Assignment, to be taken within 3 (three) months from the date of issue of such notice ("**Deemed Date of Possession**") and the Promoter shall give possession of the Serviced Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the Maintenance Charges as determined by the Promoter/Association of the Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of receiving the Completion Certificate or Partial Completion Certificate, of the Project.
- 7.3 Failure of Allottee to take possession of Serviced Apartment:** Upon receiving a written intimation from the Promoter as per paragraph 7.2 above, the Allottee shall take possession of the Serviced Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement for Assignment, and the Promoter shall give possession of the Serviced Apartment to the Allottee. In case the Allottee fails to take possession within the Deemed Date of Possession as provided in paragraph 7.2 above, such Allottee shall continue to be liable to pay Maintenance Charges as applicable as specified in paragraph 7.2 above and all other outgoings as mentioned in this Agreement for Assignment.
- 7.4 Possession by the Allottee:** After obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, and handing over physical possession of the Serviced Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Project Common Areas, to the Association of the allottees/assignees or to the Competent Authority, as the case



may be, as per the local laws.

- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

- 7.6 **Compensation:**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the portion of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Serviced Apartment (i) in accordance with the terms of this Agreement for Assignment, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Serviced Apartment, with interest at the rate specified in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act .

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules of the Act for every month of delay, till the handing over of the possession of the Serviced Apartment.

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

- 8.1 The Assignor hereby represents and warrants to the Allottee as follows:

- i. The Assignor has a subsisting lease hold right and interest in respect of the Project Land;
- ii. The Project Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- iii. The Project Land is not a Waqf property.

- 8.2 The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;





8.3 The Assignor and the Promoter hereby jointly and severally represent and warrant to the Allottee as follows:

- i. The Assignor & the Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project
- ii. There are no encumbrances upon the Project Land, save and except what is mentioned in Schedule- "—" herein;
- iii. There are no litigations pending before any Court of law with respect to the Project Land or the Serviced Apartment;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and the Serviced Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Assignor & the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower(s) and the Serviced Apartment and the Project Common Areas;

- iv. The Promoter and the Assignor have the right to enter into this Agreement for Assignment and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- v. Other than the Development Agreement referred to herein above, the Assignor and the Promoter have not entered into any agreement for lease and/or agreement for assignment and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Serviced Apartment which will, in any manner, affect the rights of Allottee under this Agreement for Assignment;
- vi. The Assignor & the Promoter confirm that the Assignor & the Promoter are not restricted in any manner whatsoever from assignment of the Serviced Apartment to the Allottee in the manner contemplated in this Agreement for Assignment.
- iv. At the time of execution of the Deed of Assignment, the Assignor and the Promoter shall handover lawful; vacant, peaceful, physical possession of the Serviced Apartment to the Allottee and the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project to the Association of the allottees/assignees or the competent authority, as the case may be;
- v. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Serviced Apartment) has been received by or served upon the Assignor and/or the Promoter in respect of the Project Land.
- vi. The Assignor or the Promoter, as the case may be, have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and



other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities.

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

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

- i. The Promoter fails to provide ready to move in possession of the Serviced Apartment to the Allottee on or before the Possession Date. For the purpose of this paragraph 'ready to move in possession' shall mean that the Serviced Apartment shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating this Agreement for Assignment in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the assignment of the Serviced Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement for Assignment, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Serviced Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Serviced Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement for





Assignment shall thereupon stand terminated.

**10. DEED OF ASSIGNMENT OF THE SERVICED APARTMENT:**

The Promoter, on receipt of Total Price of the Serviced Apartment as mentioned in 1.2 above from the Allottee, shall along with the Assignor execute a Deed of Assignment and cause transfer to the Allottee the leasehold right and interest by way of assignment of the Serviced Apartment together with proportionate indivisible share in the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project within 3 (three) months from the date of issuance of Occupancy Certificate/ Completion Certificate/Partial Occupancy Certificate/Partial Completion Certificate or such other certificate by whatever name called and issued by the competent authority. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

**11. MAINTENANCE OF THE TOWERS/SERVICED APARTMENT/PROJECT:**

- 11.1 The Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association of the allottees/assignees. The monthly charges payable by the Allottee for such management, maintenance, security and upkeep of the Project Common Areas, Shared Common Areas and the Specifications, Amenities and Facilities of the Project by the Promoter or its nominee or by the Association upon taking over of such maintenance in terms of this Agreement ("**Maintenance Charges**") for 1 (one) year(s) from the Deemed Date of Possession of the Serviced Apartment as mentioned in the notice of possession issued by the Promoter ("**Interim Maintenance Period**"), has been included in the Total Price of the Serviced Apartment and referred to as the "**Interim Maintenance Charges**".

It is further clarified that after the Interim Maintenance Period, the Maintenance Charges for the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project shall remain liable to increase from time to time by the Promoter or the Association, as the case may be. So long as the maintenance of the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project are not taken over by the Association, the maintenance activities will be operated by the Promoter or through its nominee on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect thereof.

It is assumed that the Association shall be formed, and maintenance and management of the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project will be taken over by the Association of allottees/assignees of the Project within a period of 2 (two years) from the date of the Completion Certificate/ Partial Completion Certificate, as the case may be, of the Project. In case the formation of the Association is delayed beyond the 2 (two) year period from the date of completion of the Project, the Promoter may provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the Allottee shall pay without any demur and delay to the Promoter, the Maintenance Charges as may be



decided by the Promoter or its nominee/maintenance agency for providing such maintenance or may hand it over to the Competent Authority under the Act.

The Allottee acknowledges that the nature, scope and mode of provision of services during such Interim Maintenance Period or Extended Maintenance Period (as defined below) may be modified, upgraded, outsourced or rationalised by the Assignor/Promoter for operational, safety or regulatory reasons, and no assurance of uninterrupted or uniform service levels is given.

#### **11.2 Formation of Association :**

- a. The Project Common Areas, Shared Common Areas together with the Specifications, Amenities And Facilities shall be handed over to the Association upon its formation by the allottees/assignees of the Project.
- b. It is incumbent on the allottees/assignees to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.
- c. The Promoter shall at an appropriate time within a maximum period of 2 (two) years from the date of receiving Completion Certificate / Partial Completion Certificate, as the case may be, of the Project shall notify the allottees/assignees for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association.
- d. The Allottee, when called upon to do so by the Promoter, shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself or through their attorneys, as may be advised by the Promoter for smooth and hassle-free completion of the whole process.

**11.3 Extended Maintenance Period:** During the period of maintenance commencing from the expiry of the Interim Maintenance Period till the handing over of the maintenance and management of the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project to the Association ("**Extended Maintenance Period**") the Promoter shall run, operate, manage and maintain (i) the RAC (*defined below*) and (ii) the Project Common Areas broadly in the manner appearing under clauses 11.4, 11.5 and 11.6.

#### **11.4 The Residents' Activity Centre ("RAC") and its Maintenance:**

- (a) The Promoter proposes to set up Club Nova (which will be constructed by the Promoter) for use of the allottees/assignees in the Project. Club Nova will form part of the Project Common Areas and will be handed over to the Association in due course.
- (b) The Promoter shall endeavour that running the RAC shall be done efficiently. The manpower for running the RAC facilities and collection of monthly subscription, guest charges and the user charges for the utilities/facilities (provided on "pay by use" basis) will be managed by the person appointed and made responsible by the Promoter.





- (c) During the Interim Maintenance Period and the Extended Interim Maintenance Period, the RAC shall be managed by the Promoter either by itself or through its nominee.
- (d) All the allottees/assignees of the serviced apartments of the Project will be a member of the RAC. The Charges payable by the Allottee for becoming a member of the RAC has been included in the Total Price.
- (e) One membership of the RAC will entitle four persons of the same family to use RAC facilities. These four persons should be residing in the serviced apartment. The allottees/assignees may also request for Additional Membership for family member of the Allottee, who will be lawful occupant(s) in their service apartment(s) ("**Additional Membership**"), which may be permitted by the Promoter, subject to confirmation from the allottees/assignees and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)	[•]	On Allotment of Additional Membership

- i. *Additional Membership shall mean, the membership allotted to a family member, other than spouse and dependent children of the allottees /assignees.*
- ii. *The tenant/sub-lessee/licensee of the allottees/assignees may use the RAC facilities on written confirmation of the Allottee as their tenant/sub-lessee/licensee and on payment of monthly subscription only.*
- (f) The allottees/assignees and the Additional Member(s) of the RAC are required to pay the monthly subscription ("**Monthly Subscription**") charges as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)	[•]	From the date of commencement of RAC operations

- i. *This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.*
- (g) The allottees/assignees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted serviced apartments as the member of the RAC.
- (h) If the members bring guests to use the RAC facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the RAC.
- (i) There are few facilities for which no separate charges are payable and there are few facilities which are available on "**pay by use**" basis over and above the Monthly Subscription Charges.
- (j) Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated in due course and circulated



to all the members and the same will be binding on all the members (including Additional Members).

- (k) In case the Serviced Apartment is transferred by the Allottee, the membership of the RAC will automatically stand transferred to the transferee of the Serviced Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the RAC.
- (l) In case, the member becomes bankrupt or insolvent or makes any compromise arrangement with the creditors or does or suffers any act or things whereby the member becomes liable to the provision of Bankruptcy or Insolvency laws for the time being in force or have been adjudged bankrupt or insolvent, the RAC membership will automatically cease to exist.

**11.5 Project Common Areas and its maintenance:** The Promoter shall endeavour that the person responsible for managing and maintaining the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project shall have idea / know how/suitable requisite experience for the general upkeep and maintenance of the same. The maintenance and management of the Project Common Areas will primarily include but not limited to maintenance of Internal Water supply, common Electrical installations, DG Sets, Solar Panels, Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

**11.6** The rules/ bye laws to regulate the use and maintenance of the Project Common Areas and the Shared Common Areas and the Specifications, Amenities And Facilities of the Project, including that of the RAC shall, during the Interim Maintenance Period and the Extended Interim Maintenance Period, be framed by the Promoter, thereafter, on formation of the Association, it shall frame such rules / bye-laws with necessary restrictions as may be necessary for proper management, maintenance, upkeep and security of the Project. However, and such rules/bye-laws shall always be framed subject to the following restrictions:

**11.6.1 Air Conditioning: & Provision of AC Machines:**

- (a) The Promoter shall provide VRF (variable refrigerant flow) Air Conditioning (AC) machines for the apartment which includes all the Guestrooms, Living-Dining area but excludes the area like kitchen, pantry, store, balconies, staff rooms & exclusive balcony area as detailed in the Specifications, Amenities and Facilities of the Serviced Apartment mentioned in the Schedule. The Indoor VRF unit shall be compatible with the VRF outdoor unit and shall be of Hi-wall type only. It is notified that the capacity in HP ( horse power) of the outdoor unit for an apartment unit ( area of only guest rooms and living-dining area shall only be considered while arriving at the capacity) shall be computed based on ASHARE indoor condition of 23 degree celcius plus / minus 1 degree celcius and outside ambient temperature shall be of kolkata as per ISHARE handbook 2017.
- (b) The space has been provided to keep only one outdoor unit of the VRF (variable refrigerant flow) for one apartment unit. The single outdoor units shall be connected to indoor units of the guest rooms and living-dining area through refrigerant supply & return pipes as decided by the VRF system manufacturer. The slots required to run the





refrigerant supply & return pipes shall be left in the reinforced concrete elements of the structure during the structural work Accordingly as planned during the system design stage, While installing the AC system, the designated routing of the refrigerant pipes shall have to be followed without any exception which is necessary to ensure the structural integrity, durability and serviceability of the multi-storied tower. No new hole shall be allowed in any of the reinforced concrete elements for any other suggested alternative routing of the refrigerant piping. The outdoor units of the ACs are strictly to be installed in the designated space in a professional manner so as to maintain the uniformity and aesthetics of the building façade. Installation of any window units or outdoor DX type units shall not be allowed.

- (c) It is to be noted that the outdoor unit of the apartment shall be installed at designated place within 60 days of the final demand notice sent to the Allottee for final payment and handing over of the Serviced Apartment. Non-installation of outdoor unit of the VRF shall not be considered as reason for non-completion of the Serviced Apartment. This condition is stipulated to serve the interest of the Allottee because the warranty period of the VRF air-conditioning system starts from the date of supply. Therefore, if the Promoter installs the VRF unit before the handing over of the unit- the warranty period of the sensitive machine would be unnecessarily consumed. It shall further be noted that in case the Allottee fails to pay according to the final demand notice and seeks possession of his / their unit - the outdoor unit shall be installed in the apartment by the deemed possession date and any liability for reduction in warranty period / expiry of the warranty period of the VRF unit shall lie with fully with the Allottee. The installation shall include necessary electrical wiring as per the approved design. Along with installation of the VRF outdoor unit, the Promoter shall also handover the compatible high wall indoor units in packed condition for the bed rooms & living -dining area. Thereafter, the Allottee shall be solely responsible for the safe custody of the outdoor VRF unit and indoor units of the particular apartment. The Promoter shall not be responsible for any damage, loss, or malfunction of the AC machines arising due to improper handling, storage, or installation by the Allottee or their appointed contractors.
- (d) If the Allottee intimates in writing about the location for the installation of indoor VRF units for the guest rooms and living -dining room (indicated in a signed CAD drawing as per their interior layout) within 45 days of the handing over of the serviced apartment- the Promoter shall install the indoor unit and commission the VRF AC system at cost of Promoter.
- (e) In case the Allottee desires to change the type of indoor units from highwall unit to other type of indoor units like cassette type or Fan Coil Unit (FCU) type, it shall directly enter into the agreement with the supplier of the original indoor units and bear all the cost related with such changes.
- (f) In case the Allottee fails to intimate the location of the indoor VRF units in their serviced apartment within 45 days of the handing over, the installation shall be done by the Allottee through direct coordination with the designated supplier of the VRF system for installation and commissioning of the VRF system at their own cost & risk.
- (g) In case the installation and commissioning of the VRF system is delayed beyond the manufacturer specified warranty period then the entire risk and cost for such delayed installation beyond warranty period shall be borne by the Allottee of the Serviced Apartment. The Promoter's responsibility is limited to introduce the supplier to the





allottees in such cases. The standard manufacturer's warranty of the VRF AC units shall commence from the date of delivery of the AC machines by the supplier at the project site as mentioned in the delivery challan / invoice of the supplier duly received by the authorised representative of the Promoter.

- (h) After handing over the AC machines (installed or uninstalled), the Promoter shall have no further liability with respect to the warranty, operation, installation, maintenance, or performance of the machine and same shall be dealt by the Allottee directly with the supplier / manufacturer of the VRF AC machine.

**11.6.2 Balconies/Terrace:** Drying of clothes etc. is not advisable in the main balcony to maintain the aesthetics of the Tower(s) and to provide equal enjoyment to all the allottees/assignees. Drying of clothes or hanging etc. will not be permitted in any manner in which it would be visible from the open areas of the Project. The balconies in the Serviced Apartment will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Project. No interference to the elevation/ façade of the Project will be permitted. The design intent of the architects will be required to be maintained by the allottees/assignees.

**11.7** After the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

**11.8 Maintenance Security Deposits:** The Allottee, on or before possession, shall deposit and interest free amount equivalent to 2 (two) year's Maintenance Charges (the "**Maintenance Security Deposit**") which amount will be a part of the Total Price of the Serviced Apartment as mentioned in Clause 1.2 herein above. All tax liabilities on account of the Maintenance Security Deposit shall be borne by the Allottee. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The Maintenance Security Deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Project to the Association. PROVIDED HOWEVER, prior to handing over the Maintenance Security Deposit to the Association, the Promoter shall be fully entitled and the Allottee hereby authorize the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project out of the Maintenance Security Deposit as well as the non-receipt of the Maintenance Charge from the Allottee and the Promoter shall be liable to give due account of such deduction to the Association.

**11.9 Maintenance Corpus/Sinking Fund:** The Total Price includes an amount of Rs. [•] (Rupees [•] only) towards creation of a maintenance corpus / sinking fund for major repairs, renovation and/or reconstruction of the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project and/or for other similar eventualities ("**Maintenance Corpus/Sinking Fund**"). All tax liabilities on account of the Maintenance Corpus/Sinking Fund shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the allottees/assignees of the Project without requiring the express consent or approval of the allottees/assignees. This maintenance corpus/sinking fund together with accruals thereon (net of Income Tax) will be



handed over to the Association at the time of handing over maintenance and management of the Project Common Areas of the Project, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas, Shared Common Areas and Specifications, Amenities And Facilities of the Project.

**11.10 Default In Payments of Maintenance and Other Charges:**

Till such time association has taken over maintenance and management of the Project Common Areas, Shared Common Areas And The Specifications, Amenities And Facilities Of The Project, failure to pay Maintenance Charges, Electricity Charges, Dg Usage Charges, and membership subscription of the RAC within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the allottee and will make the allottee liable to pay interest at the rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Assignment relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's/Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE PROJECT COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:**

The Allottee hereby agrees to take the assignment of the Serviced Apartment on the specific understanding that his/her right to the use of Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Promoter or the Association of allottees/assignee or the maintenance agency appointed by it and performance by the Allottee of all his/obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees/assignees from time to time.

**14. RIGHT TO ENTER THE SERVICED APARTMENT FOR REPAIRS:**

The Promoter /maintenance agency/association of allottees/assignees shall have rights of unrestricted access of all Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project, for providing necessary maintenance services and the Allottee agrees to permit the Association of allottees/assignees and/or maintenance agency to enter into the Serviced Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.



15. **USAGE:**

**Use of Basement and Serviced Areas:** The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, STP, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per Sanctioned Plan in relation to the Project. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees/assignees formed by the allottees/assignees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE SERVICED APARTMENT:**

16.1 Subject to paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Serviced Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower, or the Serviced Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Serviced Apartment and keep the Serviced Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower is not in any way damaged or jeopardized.

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

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

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

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

18. **ADDITIONAL CONSTRUCTIONS:**





The Promoter undertakes that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan has been approved by the competent authority and disclosed, except as provided in the Act

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

After the Assignor & the Promoter execute this Agreement for Assignment, they shall not mortgage or create a charge on the Serviced Apartment and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Serviced Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottees/assignees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

21. **BINDING EFFECT:**

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

22. **ENTIRE AGREEMENT:**

This Agreement for Assignment, along with its schedules and annexure constitutes the entire Agreement for Assignment between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Serviced Apartment.

23. **RIGHT TO AMEND:**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES/ASSIGNEES:**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Serviced



Apartment and Project shall equally be applicable to and enforceable against any subsequent allottee/s/assignee/s, in case of a transfer, the said obligations go along with the Serviced Apartment for all intents and purposes.

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

- 25.1 The Promoter and/or the Assignor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement for Assignment, waive the breach by the Allottee in not making payments as per the Payment Plan set out in **Schedule-"C"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter and/or the Assignor in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter and/or the Assignor to exercise such discretion in the case of other allottees/assignees.
- 25.2 Failure or delay on the part of the Promoter and/or the Assignor to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

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

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT FOR ASSIGNMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees/assignees in the Project, the same shall be the proportion which the carpet area of the Serviced Apartment bears to the total carpet area of all the serviced apartments in the Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Assignor & the Promoter through their authorized signatories at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Assignor and the Promoter simultaneously with the execution the said Agreement shall be registered





at the Office of the concerned Sub-Registrar, West Bengal. Hence this Agreement shall be deemed to have been executed at **Kolkata**, West Bengal.

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement for Assignment shall be deemed to have been duly served if sent to the Allottee or the Assignor & the Promoter by Registered Post/Speed Post/E-mail at their respective addresses & e-mail IDs specified below:

- (A) **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED,**  
6<sup>th</sup> Floor, Block 4B, Ecospace Business Park, Plot No. IIF/11, Action Area II, New Town,  
Kolkata-700160, Post Office-New Town, Police Station-New Town, District 24  
Parganas (North), West Bengal

E-mail: [•]

- (B) [•],  
[•]

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

31. **JOINT ALLOTTEES/ASSIGNEES:**

That in case there are joint allottees/assignees all communications shall be sent by the Promoter to the Allottee/s/Assignee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees/assignees.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

*[The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

34. **TAXES:**



- (i) All prices, rates, fees and charges etc. mentioned in this Agreement for Assignment are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Serviced Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Serviced Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

**35. ASSIGNMENT OF AGREEMENT:**

The Allottee may assign this Agreement any time after 12 (twelve) months from the date of execution and registration hereof but before the Promoter issues the notice of possession of the Serviced Apartment, subject to the following conditions;

- i) The profile of the new assignee has been accepted by the Promoter and a prior written permission of the Promoter has been obtained in this regard;
- ii) An assignment fee equivalent to 2% (two percent) of the consideration of the Serviced Apartment together with applicable taxes if any payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the allottee(s)/assignee(s) intending to assign the Agreement for Assignment has already been paid to the Promoter.

**36. ADDITIONAL TERMS AGREED BETWEEN THE PARTIES:**

**A. The Allottee hereby agrees and covenants with the Assignor and the Promoter as follows:**

- i. That the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the leasehold interest of the Lessee/Assignor, right and entitlement of the Promoter under the Development Agreement, the Sanctioned Plan in relation to the Project, the right of the Promoter to enter into this Agreement and the extent of the rights being granted in favour of the Allottee and the Allottee hereby expressly and unequivocally accepts the same and shall not raise any objection with regard thereto.
- ii. That the Allottee, upon full satisfaction and with complete knowledge of the Project Common Areas (described in Schedule D), Shared Common Areas (described in Schedule G) and Specifications, Amenities And Facilities of the Apartment and the Project (described in Schedule E & F respectively) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and



is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project Land and/or the Project save and except the Serviced Apartment. The Promoter shall at all times be entitled to deal with and dispose of all unassigned/un-allotted serviced apartments, parking spaces, staff rooms, lift lobbies which have not been earmarked for the common use, any other transferable constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other unassigned/un-allotted serviced apartments, parking spaces, staff rooms, lift lobbies or any other transferable constructed spaces/portions in the Project in favour of third parties then and in that event without prejudice to the Promoter's such other rights under this Agreement or otherwise under law, the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

- iii. That the Allottee shall pay all present and future taxes (including property tax as per the assessment and annual valuation), rates, fees (including building sanction fees), cesses and other impositions of every description in respect of the Project Land proportionately and wholly for the Serviced Apartment and until the Serviced Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation) including such rates/taxes as may be assessed to be payable by the assignee or occupier thereof presently as well as in future and all increases thereof to any authority/authorities during the period of the lease and keep the Assignor saved and harmless in that respect.
- iv. That the Allottee shall strictly adhere to and comply with at all times, the terms of the Lease Deed along with the Settlement Agreement and also with all applicable laws, rules and regulations concerning the Project Land and keep both the Assignor and/or the Promoter saved harmless and indemnified for all losses claims and demands which the Assignor and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of the aforesaid covenant till the Project Common Areas, Shared Common Areas, and the Specifications, Amenities And Facilities of the Project are conveyed to the Association in terms of this Agreement by the Assignor and the Promoter, or by reason of any use, occupation, transfer, licensing, or dealing with the Serviced Apartment or any part thereof by the Allottee in a manner inconsistent with the Lease Deed, or any act or omission of the Allottee which results in the Lessor issuing any notice, demand, claim, or initiating any action against the Assignor/Lessee under the Lease Deed. The Allottee further agrees that any breach of the Lease Deed attributable to the Allottee or to any person claiming through or under the Allottee shall constitute a material breach of this Agreement, and shall entitle the Promoter and/or the Assignor to take such action as may be permissible under law and under this Agreement. The Allottee shall, upon written demand, forthwith reimburse the Assignor/Lessee for all amounts paid, losses suffered, or costs incurred in connection with such claim or proceeding, and shall also, if so required by the





Assignor/Lessee, take over and conduct the defence of such claim or proceeding at the Allottee's own cost.

- v. That the Allottee shall pay the Maintenance Charges to the Promoter till the Association is formed, on the basis of the bills to be raised by the Promoter and the Association (upon its formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) the Maintenance Charges shall be subject to increase from time to time, at the sole discretion of the Promoter/the Association (upon formation).
- vi. That the Allottee, in his/her/its individual capacity as well as a part of the Association (upon its formation in terms of this Agreement) shall strictly abide by all the terms, conditions and covenants of the Lease Deed and the Settlement Agreement and shall not commit any breach in any manner whatsoever of such terms and shall ensure continued compliance thereof and shall keep the Assignor and the Promoter indemnified against all losses, claims and demands that the Assignor and/or the Promoter may suffer on account of such breach or non-compliance, till the Project Common Areas, the Shared Common Areas and the Specifications, Amenities And Facilities of the Project are conveyed to the Association in terms of this Agreement by the Assignor and the Promoter.
- vii. That notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Assignor and the Promoter to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Project Land and the Project thereof and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project SUBJECT HOWEVER that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Project, and no separate consent of the Allottee/Assignee shall be required for the said purpose.
- viii. That the Allottee on and from the date of receipt of possession of its Serviced Apartment will pay and discharge all future municipal rates taxes assessments impositions and outgoings whatsoever which now are or any time hereinafter shall be imposed or charged upon the transfer of the said Serviced Apartment and which may be payable by the Assignor or the Promoter whether in respect of this Agreement or the Deed of Assignment for the Serviced Apartment and proportionately against the Project Common Areas.
- ix. That the Allottee will ensure that the quality of effluents, if any, generated from the said Serviced Apartment shall conform to the norms laid down by the West Bengal State Pollution Control Board and to discharge all effluents in accordance with applicable laws, rules and regulations.





- x. That the Allottee will take necessary precautions towards fire safety and to carry out regular maintenance and replacement of electrical wirings installations and appliances which are installed in the Serviced Apartment/Project.
- xi. That the failure of the Assignor and/or the Promoter to enforce in any one or more instances, performance of any of the terms, covenants and conditions of the allotment shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, condition and covenant and such term, condition and such failure shall not in any way affect the validity of this allotment. The Allottee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of allotment executed by all the Parties.
- xii. That any statutory powers as may have been conferred upon KMC shall automatically apply to the Serviced Apartment and provisions in that respect shall be deemed to have been incorporated in the offer by way of reference and the Allottee is deemed to have constructive notice thereof.
- xiii. That the Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives their irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Promoter from the Allottee thereto.
- xiv. That the Promoter shall be entitled to create charge on the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement for Assignment or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement for Assignment, in the manner as intimated.
- xv. That in the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement for Assignment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- xvi. That the Lessee and its employees, staff, agents or its assignee(s) in respect of the Hotel shall have the perpetual and irrevocable right to access and use the Shared Common Areas for all purposes incidental and ancillary to the operation, management, maintenance, security, upkeep and functioning of the Hotel. The



Allottee hereby irrevocably agrees and undertakes that it shall not object to, obstruct, restrict or interfere with such access or use in any manner whatsoever.

- xvii. That the Allottee expressly acknowledges, understands and agrees that the Assignor has only permitted the development of the Project on the Project Land and that all obligations, duties, responsibilities, liabilities and compliances in relation to the Project and the Serviced Apartment relating to development, construction, completion, delay, specifications, amenities, delivery of possession, statutory approvals and compliances, and obligations under the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder, shall be the sole and exclusive responsibility of the Promoter.
- xviii. That the Allottee further agrees and confirms that the Assignor has not made, nor shall be deemed to have made, any representation, assurance, warranty, promise or commitment of any nature whatsoever to the Allottee, relating to the construction of the Project, the Serviced Apartment, completion, timelines, quality, specifications, or any other aspect thereof, and the Allottee has entered into this Agreement solely relying upon its own independent assessment and the representations of the Promoter.
- xix. That the Allottee hereby expressly acknowledges and confirms that the Project Land on which the Project is being developed is held under the Lease Deed. The Allottee further acknowledges and confirms that it has carefully read, understood and accepted the Lease Deed, including all terms, conditions, covenants, restrictions and limitations contained therein, in particular those relating to the nature of permitted use, mode of occupation, transfer restrictions, development conditions and other obligations applicable to the Project Land and the Project. The Allottee agrees and confirms that no claim, objection or demand shall be raised against the Promoter and/or the Assignor on account of any restriction, obligation or limitation arising from the Lease Deed, the same having been fully disclosed, understood and accepted by the Allottee. The Allottee specifically acknowledges that the permitted use and enjoyment of the Serviced Apartment and the Project are governed by the Lease Deed, and the Allottee shall not claim any right of use, occupation or enjoyment inconsistent therewith.

**B. Miscellaneous:**

- i. The Allottee shall be entitled to access and utilize the Hotel's Food and Beverage outlets, spa, gymnasium, swimming pool, business centre, laundry and parking facilities, with effect from the expiry of 30 (thirty) days from the date on which the Hotel becomes fully operational, strictly subject to the Hotel's applicable terms and conditions, prevailing tariffs, operational policies, and availability of such facilities from time to time. It is expressly clarified that the foregoing is merely indicative and shall not, in any manner, be construed as a representation, warranty, or binding obligation upon the Hotel to provide or maintain the aforesaid facilities or any specific standard or continuity thereof. Any access to or use of facilities or services of the Hotel, including food and beverage outlets, fitness, spa or other amenities, if permitted, shall be strictly on an a-la-carte, chargeable and revocable basis, subject to the Hotel's prevailing terms, tariffs,





policies and availability, and shall not constitute any representation, warranty, easement or vested right in favour of the Allottee.

- ii. With reference to Clause 2 of this Agreement, it is hereby clarified that other than the cost of the Serviced Apartment, the Allottee shall make separately in designated account, all payments towards the various charges, deposits, sinking fund and taxes (including GST or cess levied thereon) comprised in the Total Price through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "[•]" payable at [•].
- iii. With reference to Clause 7.5, it is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- iv. With reference to Clause 9.2(ii), it is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- v. In addition to what has been agreed under Clause 9.3, the Allottee further acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Serviced Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any rights and interest or any claims or demands whatsoever in the Serviced Apartment or Project Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.

C. In addition to whatever has been specifically agreed in Clause 11 above, the Parties agree as follows:

- i. **Insurance:** In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Project Common Areas, Shared Common Areas along with Specifications, Amenities And Facilities of the Project are handed over to the Association or to the Competent Authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Serviced Apartment) towards the premium and charges payable for a period of till the Project Common Areas, Shared Common Areas, and the Specifications, Amenities And Facilities of the Project are taken over by the Association.
- ii. **Telecom Connectivity:** The Promoter shall create the back bone to ensure connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or



covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/ agreements by the Association, who will take over the maintenance and management of Project Common Areas, Shared Common Areas, and the Specifications, Amenities And Facilities of the Project of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

Each Serviced Apartment shall be provided with the passive optical fibre which shall be terminated in the building management services (BMS) room/ outside service provider (OSP) room in the fibre MDF. The outside service provider shall be allowed to install his equipment only in the BMS/OSP room in the Project and would be able to provide active connectivity to fibre going to particular flats on the choice of the Allottee . The Allottee would be free to choose his service provider(s) out of the two service providers, who chose to come to the Project and are willing to pay the usage charges of the space earmarked for the outside service provider.

- iii. **Reticulated Gas Supply:** Provision has been made for reticulated gas supply in the Project. The facility may be used by the Allottee on "pay by use" basis. The Allottee will be required to pay an amount for making provision of this facility in the Project and in the Serviced Apartment as well. The onetime payment for installing provision of this facility will be paid by the Allottee as and when demanded by the Promoter. The facility may be outsourced by the Promoter to some external agency/vendor. The initial agreement and/or terms and conditions for running the facility shall be entered into between the Promoter and the agency/vendor. After formation of Association of Project, the terms & condition of running the facility will be in the manner as may be decided by the Association and the agency/vendor. In case, however, the Association is formed before expiry of the initial agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.

iv. **Shared Common Areas**

- a. The Allottee acknowledges that the Upper and Lower Basements of the Project are structurally connected floors with the Hotel. Notwithstanding such structural connectivity, the respective footprints and portions of the Hotel and the Project within the said basements are physically, permanently and distinctly segregated by means of a structural separating wall and each component is designed to function independently, without any shared operational installations, utilities, equipment or services located within the basements. Save and except for controlled-access fire exit openings provided within such separating wall, there is no physical interconnection, common access or shared usage between the basement portions of the Hotel and the Project. The said controlled-access fire exits shall remain closed, secured and non-operable during normal operations and shall be unlocked strictly during fire emergencies or scheduled fire and safety drills, in compliance with applicable fire safety and life safety regulations. The existence of such emergency fire exits shall not, under any circumstances, be deemed to create any easement, right of way, right of access or shared-use entitlement in favour of the Hotel or the Project, other than for the limited purposes stated herein.





- b. The Allottee hereby acknowledges and agrees that the storm water drainage system for the Project has been designed as a common and integrated system serving both the Hotel and the Project. The final storm water discharge from both components shall be routed to and discharged through a single master storm water pit ("**Master Pit**"). The Master Pit shall collect storm water from the individual header lines installed separately for the Serviced Apartments and for the Hotel. It is expressly clarified that the Master Pit is situated within the Project Land, at a location outside the Towers. Notwithstanding such location, the Master Pit and the associated storm water drainage infrastructure shall constitute common services and common facilities for the benefit of both the Project and the Hotel. The Allottee further agrees that:
- (i) the Promoter shall have the right to operate, maintain, repair, upgrade, or replace the Master Pit and associated infrastructure, directly or through the association/society or any appointed agency;
  - (ii) the users of the Hotel component shall have a non-exclusive right of ingress, egress and use of the Master Pit and interconnected drainage lines as a common facility; and
  - (iii) the costs of maintenance, operation, repair and replacement of the Master Pit and all connected storm water management systems shall be borne and apportioned between the Project and the Hotel in such manner as may be reasonably determined by the Promoter until formation of the Association, and thereafter and upon formation of the Association, be borne and shared between the Project and the Hotel in such proportions and in such manner as may be mutually agreed between the Association and the Promoter/Assignor on a proportionate and usage-based basis.
- c. The Allottee acknowledges and agrees that there exists a common peripheral driveway circumventing the entire Larger Land comprising both the Project and the Hotel, intended for vehicular circulation, fire tender movement, statutory access and controlled access for the Hotel to the Master Pit and associated storm water infrastructure; however, notwithstanding such commonality, the respective vehicular ramps, ingress points, egress points and circulation corridors serving the Hotel and the Project at the ground floor level are physically, permanently and distinctly segregated by structural demarcations, barriers and access-control installations, and each component shall operate independently without any shared operational circulation during normal use, save and except for (i) access-controlled fire exit connections for statutory fire and life-safety compliance and (ii) regulated access expressly permitted to the Hotel for inspection, operation, maintenance, repair and emergency intervention in respect of the Master Pit, all of which shall remain closed and secured during normal operations and shall open automatically during fire emergencies or scheduled fire and safety drills on activation of the fire alarm system during fire or other emergency only, duly scheduled safety drills or authorised Master Pit operations in accordance with applicable law, and the existence of such limited and regulated access shall not, under any circumstances, be deemed to create any easement, right of way, right of passage, access right or shared-use entitlement in favour of the Hotel or the Project except for the restricted purposes expressly stated herein.



- v. **Documentation Charges** : The Allottee will be required to pay to the Promoter, the charges for Project documentation equivalent to 0.1% (zero point one percent) of the Consideration of the Serviced Apartment. The Documentation Charges will be part of the Total Price as mentioned in Clause 1.2 hereinabove.
- vi. **Materials Substitution**: With reference to clause 6 hereinabove, it is further clarified that in the event of any change in the Specifications, Amenities And Facilities of the Apartment or the Specifications, Amenities And Facilities of the Project is necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the architect/consultant, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent to the quality and cost of materials of specifications mentioned in the Schedules E and F hereto.
- vii. Notwithstanding anything to the contrary provided under this Agreement, the Allottee expressly acknowledges and agrees that the Promoter is fully entitled and does not require any consent, to carry out only such minor additions or alterations as are permissible under Section 14(2)(i) of the Act, namely:
- a. minor additions/alterations required by the Allottee (on the Allottee's written request); and/or
  - b. minor changes/alterations necessary due to architectural and/or structural reasons, duly recommended and verified by an authorised Architect or Engineer, after proper declaration, and upon intimation to the Allottee.

Where the Promoter invokes this Clause, the Promoter shall:

- a. issue a written intimation to the Allottee describing the change and the reasons; and
- b. maintain on record the Architect/Engineer's recommendation, verification and declaration.

The Allottee agrees that intimation (and not consent) is the statutory requirement for such minor additions or alterations and shall not, by itself, give rise to any claim, objection or right to terminate this Agreement. The Allottee further acknowledges and agrees that the Promoter may, for reasons of availability / standardisation / constructability, substitute makes / brands / models of fixtures, fittings, equipment and materials with alternatives of equivalent or superior specification and quality, and such substitution shall not be treated as a change in the nature of fixtures, fittings or amenities, provided the overall specifications/grade disclosed are maintained.

- viii. **Possession Timeline and Linked Payment Obligations**: With reference to Clause 7.1 hereinabove, it is hereby agreed between the Parties, that the Possession Date has been accepted by the Allottee. However, if the Serviced Apartment is made ready prior to the completion date provided under Clause 7.1, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked *inter- alia* to the progress of construction, and the same is not a time linked plan.





- ix. **Electricity Supply:** In case CESC/any other electricity supply agency decides not to provide individual meters to the allottees/assignees and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees/assignees upon payment by them of the proportionate Security Deposit payable to CESC/ any other electricity supply agency for such connection. The exact amount payable will be intimated to the allottees/assignees at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by CESC/ any other electricity supply agency from time to time and the allottees/assignees shall, at all times, be liable to proportionately pay such revision/ replenishment to CESC/ any other electricity supply agency, as per the norms of CESC/ any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters. It is to be noted that unit rate of Electricity charges would be applicable as per Commercial unit rate of CESC.
- x. **Diesel Generator Power Back-up:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every serviced apartment to run essential electrical appliances. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Serviced Apartment is included in the Total Price. In case the Allottee requires additional DG power load in their Serviced Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KW at the rate of Rs.[\*]/- per KW. The Allottees/Assignee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.
- xi. **Maintenance of Electromechanical Multilevel Car Parking (Stack) Space:** It is clarified further that in case any Electromechanical Multilevel Car Parking (Stack) Space is assigned to the Allottee, the Allottee will abide by the rules, regulations, terms and conditions for using such parking space. It is further clarified that the monthly/annual Maintenance Charges, cost towards repairs and replacement for Electromechanical Multilevel parking (Stack Parking), if any, shall be paid by the respective Allottee to the Promoter or Association, as the case may be, and the Maintenance Charges for the electromechanical parking would be informed in writing by the Promoter or Association as the case may be, to the Allottee for regular payment thereof.
- xii. **Usage of Electrical Vehicle (EV) Parking Spaces:** There will be dedicated spaces with EV charging facility as per the KMC building rules. The cost of electricity will have to be borne by the Allottee as and when the facility will be used by the Allottee. To avoid the conflict in payment of electricity charges – the EV enabled parking space shall draw power from the metering unit of the allottees who desires the same in his slot.
- xiii. In relation to Clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:
- a. The Assignor/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or





arising due to any normal wear and tear or due to reasons not solely attributable to the Assignor/Promoter.

- b. Notwithstanding anything contained herein, it is hereby expressly understood and agreed that in case the Allottee, without first notifying the Assignor/Promoter and without giving the Assignor/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Serviced Apartment, (which inspection Assignor/Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee/ Assignee) alters the state and condition of the area of the purported defect, then the Assignor/Promoter shall be relieved of its obligations contained in Clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.
  - c. The Allottee further specifically understands and agrees that the responsibility of the Assignor/Promoter shall not cover defects, damage, or malfunction resulting from misuse or negligent use, unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s), cases of force majeure, failure to maintain the amenities/equipment's and accidents.
  - d. It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Assignor/Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Serviced Apartment and the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Apartment/Project wherever applicable. The Allottee has/have been made aware and the Allottee also expressly agree(s) that the regular wear and tear of the Serviced Apartment excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20 degree centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
  - e. The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Project/Tower or defective material being used or regarding workmanship, quality or provision of service.
- xiv. In relation to Clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Association/maintenance agency and without causing any disturbance, to the other allottees of the Tower. The Tower level 'house rules and regulations' applicable to allottees/lawful occupants of the Project, will be shared at the time of handing over possession of the Serviced Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Serviced Apartment or the concerned Tower or the Project, the Promoter shall be entitled to call upon the Allottee to rectify the same





and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Serviced Apartment or the concerned Tower or the Project (at the risk and on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee.

- D. **Parking Space(s):** The Promoter has provided a parking facility comprising (i) an Upper Basement accommodating 130 car parking spaces, of which 122 are mechanical stack parking spaces and 8 are covered parking spaces; (ii) a Lower Basement accommodating 70 covered car parking spaces; and (iii) the Ground Floor accommodating 45 car parking spaces, segregated into 30 closed mechanical stack parking spaces, 9 covered parking spaces, and 6 open mechanical stack parking spaces leveling conformity with the Sanctioned Plan in relation to the Project and also for the benefit of the allottees/assignees of the Project. It is expressly clarified and agreed that the said 6 (six) open parking spaces shall not be allotted or assigned to any specific Allottee and shall form part of the Project Common Areas, to be used exclusively as visitors'/guests' parking, and no Allottee shall claim any right, title, interest in respect thereof.

- E. **Allocation of Parking Spaces:** The Allottee acknowledges and agrees that the parking spaces in the Project are of varying types, i.e. covered, and mechanical stack, and that such variation is inherent to the layout and design of the Project. The Promoter shall categorize the Parking Spaces into separate "Types", and each Type shall carry a uniform price. It is also agreed that within any single price band or Type, the individual parking space(s) may vary in size and such variations shall not be construed as arbitrary or a deviation and the Promoter shall not be held liable in any manner for whatsoever for such minor variation.

The Allottee hereby confirms, acknowledges and declares that he/she/it has inspected the Parking Space(s) allotted to him/her/it, including the type, location, configuration and identification/number thereof, and is fully satisfied with the same in all respects. The Allottee further irrevocably agrees, undertakes and covenants that he/she/it shall not, at any time hereafter, raise any objection, claim, demand or grievance, nor seek any change, substitution, relocation, re-allotment or exchange of the Parking Space(s), whether on the ground of size, type, location, convenience, accessibility, valuation/price or otherwise, and hereby waives all rights and remedies, whether present or future, in that regard..

- F. **Ongoing Construction:** The Promoter clarifies that the Project is part of a large-scale development on the Larger Land which includes construction of the Hotel on the demarcated Hotel Land. The construction work for the Hotel will continue till completion certificate in respect of the Hotel is received. The Allottee understands that there will be certain construction activities which will cause noise/movement of vehicles for loading/unloading of construction materials and this may cause unavoidable inconveniences to them. The Promoter will not be held responsible for the same. The Promoter, however, will follow the rules/ regulations prescribed by the Municipal and/or Civic Authorities having jurisdiction over the Project.



**G. Additional FAR**

The Allottee understands that the Towers/infrastructure and/or amenities and facilities comprised within the various Towers/Buildings of the Project have been constructed on the basis of sanction of an integrated master plan sanctioned on the Larger Land as described above and the Sanctioned Plan relating to the Project is impartible and indivisible subject to modifications/ revisions to the extent as may be permitted under the applicable law.

During construction of the Project or thereafter, if Floor Area Ratio (FAR) in respect of the Larger Land granted by the KMC is increased or there is any unutilised (or balance available) FAR in the existing sanctioned building plan duly approved by the Authority, the Promoter shall be entitled to use the same in the manner as may be decided by the Promoter. The Allottee understands that in such a situation, where the Promoter decides to use the increased FAR, it's undivided indivisible interest and share in the Project Land will stand varied accordingly.

**H. Modification of the Sanctioned Plan in relation to the Project:** The Allottee has entered into this Agreement for Assignment with the full knowledge that the development of the Project by the Promoter on the Project Land is proposed under single integrated Sanctioned Plan on the Larger Land. This plan is duly approved by the KMC vide their letters, dated [•] (bearing Building PIN. [•]).

It is clarified that in relation to Clause 18 of this Agreement for Assignment, the Allottee understands, acknowledges and agrees that during the course of construction of the Project, the Sanctioned Plan in relation to the Hotel may be required to be re-validated/ re-sanctioned and the current plan may undergo certain modifications/alterations to make it more aligned to the needs of the Hotel development and to use the FSI area available on that date without adversely affecting the right, title and interest of the Allottee and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.

Without prejudice to the consent accorded by the Allottee under this Clause H and Clause 18 of this Agreement for Assignment, the Allottee hereby expressly, unequivocally and irrevocably authorises and appoints the Assignor, , acting alone or through its authorised representatives, to act for and on behalf of the Allottee in relation to any re-validation, re-sanction, modification, alteration or revision of the Sanctioned Plan in relation to the Hotel on the clearly identified remaining part of the Larger Land, as may be required from time to time.

For the aforesaid purpose, the Assignor shall be entitled and authorised to sign, execute, submit and file any application(s), plan(s), drawing(s), undertaking(s), affidavit(s), declaration(s), indemnity(ies), correspondence or other document(s), and to make representations before the Kolkata Municipal Corporation and/or any other statutory or regulatory authority, in the name of and on behalf of the Allottee, to the extent required for obtaining such approvals, re-validations or sanctions.

The Allottee agrees and confirms that all acts, deeds and things lawfully done by the Assignor pursuant to this authorisation shall be binding upon the Allottee as if the same





were done by the Allottee personally, provided that such modifications or actions do not materially or adversely affect the right, title or interest of the Allottee in the Serviced Apartment and/or the Project and/or the Project Land.

It is clarified further that the rights and interest of the Allottee are restricted and confined to the Project and the Project Land. The building plan of the Hotel is independent save and except the connection at the basement levels as described hereinabove. The Allottee will not interfere or object to or question the Assignor/Promoter of the Hotel being constructed on the Hotel Land in case of any change/modification/alteration in the Hotel portion of the common sanctioned building plan.

**I. Disclaimers And Disclosures:**

The Promoter hereby makes the following disclosures/disclaimers in respect of the Project and the Allottee expressly and unequivocally agrees not to make any claims or raise any disputes including any claim under Clause 12 of this Agreement relating to defect liability against the Promoter in respect of the following –

**i. Source of water supply:**

- a. The source of water supply for the Project is the deep borewell which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It is hereby understood and agreed by the Allottee that the Promoter cannot further reduce the TDS of the water provided.
- b. The Promoter shall install a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc. within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Allottee that such water treatment plant would not reduce the TDS.
- c. The Allottee agrees that he/she may install small RO unit in Serviced Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.
- d. The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Serviced Apartment.



- ii. **Non-provision of car washing facility:** The Allottee understands and agrees that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The allottees/assignees/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.
- iii. **Dual Plumbing System:** The Allottee understands and agrees that the water used for flushing in the toilet flushes in the Serviced Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.
- iv. **Storm water drainage:** The Allottee understands and agrees that although the storm water drainage system inside the campus is adequately designed to discharge the storm water during rainfall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Promoter shall not be held responsible for such flooding or waterlogging in the Project or any part thereof owing to the inadequacy of the municipal drainage system.
- v. **Natural Marble flooring in Project Common Areas:**
  - a. The Allottee understands and agrees that there may be cracks, shade variation, isolated patches etc. in the imported natural marble in case laid in the serviced apartments or any other location of the Project.
  - b. The Allottee further agrees and understands that certain cracks and crevices may be visible on the surface of the marble despite of the epoxy resin being applied on the top surface at the time of laying the flooring.
  - c. The Allottee understands that replacing any cracked or chipped marble slab with another slab is not viable, as that would compromise the original pattern and veins, turning the entire floor shabby and aesthetically poor.
  - d. The Allottee understands and agrees that in case the Promoter uses marble slab anywhere in the Project including the RAC, the Promoter shall apply a layer of nano chemical on the marble slabs to make it resistant to absorption of any material or dust. However, despite such measure being taken by the Promoter marble is a fairly absorbent material and hence any accumulation of dust or dropping of any coloured liquid like tea coffee is often immediately absorbed and may leave a patch on the floor. Therefore, while using the marble floor, the Allottee would ensure that any coloured dropping on the marble is cleaned and washed off immediately to avoid stain and for that the Promoter shall have no liability to repair and replacement of the marble slab.
  - e. In this regard the Allottee has understood and confirmed that the Promoter shall rectify any defect in polishing of the marble surface within five years including redoing the polishing and reapplying the impregnating chemical free of cost.





However, such liability of the Promoter shall be limited to the aforementioned period of 5 (five) years.

- vi. **Tile Flooring & Dado in Project Common Areas:** The Allottee understands and agrees that the Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

- a. D.1 Surface Area  $S \leq 90\text{cm}^2$ :  $\pm 0.8 \%$
- b. D.2 Surface Area  $90\text{ cm}^2 < S \leq 190\text{cm}^2$ :  $\pm 0.4 \%$
- c. D.3 Surface Area  $190\text{ cm}^2 < S \leq 410\text{cm}^2$ :  $\pm 0.3 \%$
- d. D.4  $S > 410\text{cm}^2$ :  $\pm 0.2 \%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

- a. Dry-pressed ceramic tiles with low water absorption (E)  $\leq 0.5\%$  for Group B1a:
- b. E.1 Surface Area  $S \leq 90\text{cm}^2$ :  $\pm 1.0 \%$
- c. E.2 Surface Area  $90\text{ cm}^2 < S \leq 190\text{cm}^2$ :  $\pm 0.5 \%$
- d. E.3 Surface Area  $190\text{ cm}^2 < S \leq 410\text{cm}^2$ :  $\pm 0.5 \%$
- e. E.4  $> 410\text{cm}^2$ :  $\pm 0.5 \%$

In this regard the Allottee agrees that the edges and corners of the vitrified tiles used in the Serviced Apartment/Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

- vii. **Fittings and Fixtures in Serviced Apartment & Project** (in common area only the final fittings and fixtures is provided. Only temporary and basic fittings and fixtures are provided inside Serviced Apartment):

The fittings and fixtures installed in the Serviced Apartment and the Project are supplied by the vendors of different companies and are having their respective guarantee and warranty periods. The Allottee understands that on taking over possession of the Serviced Apartment the fitting and fixtures installed therein are covered under the guarantee and warranty given by the suppliers and therefore, for any defect or breakage or the same going out of order the Allottee will approach directly to the suppliers or their representatives since the Allottee is entitled to the back to back guarantee and warranty given by these suppliers or vendors. The contact details of respective vendors/suppliers will be given to the along with the photocopies of guarantee/warranty of the fittings and fixtures. In general the CP fittings shall not be cleaned with detergent or chemicals with acidic character. It shall compromise the shine of the CP coating. The best way to clean the CP surface is with moist cloth and mild soap (mild alkaline in nature) and make the surface dry. As the borewell water is expected to be high in total dissolved solid – the drying of surface water from the CP surface leaves the dissolved solids which looks white flaky



substance. To Avoid the same- a proper maintenance involving cleaning the surface with mild soap and warm water on weekly basis is required.

viii. **AAC (Autoclaved Aerated Concrete) Block walls:**

- i. The Promoter shall construct AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.
- ii. The Allottee understands and agrees that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have no adverse effect on the structural stability of the Serviced Apartment/Project.
- iii. The Allottee further understands and agrees that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

ix. **Dimension of Car Parking Space**

The standard dimension of one car park in the Project is 5m x 2.5m as per the building norms.

x. **Provision of CCTV are proposed to be placed in the following areas:**

- a. All Elevator Cars (Lift) in the Project.
- b. Functional areas like Security room.
- c. Main Gate and Emergency Gate Entry and Exit.
- d. Basement Lobby area and Gr. & Roof Floor Staircase.
- e. RAC area.
- f. At strategic locations on ground floor Reception Lobby.
- g. The Promoter shall not provide CCTV to the common corridors and stair exit /entrance at floor levels.





- xi. The Allottee understands and agrees that he/she shall not be permitted to dump any waste/garbage or drop any item onto any such 'open to sky' terrace area or balcony(ies) of the apartment(s) below. However, there may be instances where items like tobacco, cigarette butts, utensils, plastic pipes etc. may fall onto the 'open to sky' terrace areas or balcony(ies) of the apartments below unintentionally. The Promoter shall not be liable for any damage caused to such 'open to sky' terrace areas or balcony(ies) or any accident that may occur owing to such instances.
- xii. The Allottee understands and agrees that roof(s) will mean the ultimate general roof of the building(s)/tower(s) as indicated on the roof plan of each building(s)/tower(s). The Promoter or its associate or group company will have the irrevocable right in perpetuity, free of any charges for putting up signage and hoardings including neon sign of its name or the name of its segment or affiliates, as well as their products, on the roof/terrace(s) and on the identified wall surfaces within the lobby/corridor of the building(s)/tower(s)/boundary wall of the Project. However, all the maintenance cost including electricity consumed at actuals (if illuminated) of such display/signage will be on the account of the Promoter.
- xiii. **Do's and Don'ts for the Serviced Apartments:**
- a. Not to be allowed for use as Guest house through Airbnb, OYO or other such online booking platforms .
- b. The Serviced Apartments are air-conditioned. It is agreed that from the 2<sup>nd</sup> years of installation of the air conditioning units, the allottees will have to pay for it.
- xiv. **Finishing of the designated wash room/ bath room area:** The toilets of the serviced apartment shall be provided with basic sanitary fitting like a basic wall mounted wash basin, European water closet with exposed cistern, plastic / PTMT water supply fittings etc for the purpose of obtaining the required partial completion / occupancy certificate. The Promoter shall provide the water supply inlets (separate water supply inlet for domestic water and flushing water) and drainage point for each designated wash room area. It shall be mandatory for the lease holder to ensure that flushing cistern shall be connected only with the flushing water inlet which is the condition imposed by the environmental authority while granting the consent to establish for the project. The water proofing shall be provided on the floor and wall up to 300 mm from bottom with protective cement concrete flooring / protective plastering on top of it. Since the toilets are stacked vertically one above the other, the lease holder in no case shall be allowed to change the designated area earmarked for the toilet / wet area as same shall affect the occupants of the floor below and above. Accordingly, each unit holder is bound to respect the pre-fixed drainage points in the toilet / wet area while modifying the layout of the toilet / wet area as per their choice. The customised flooring in wet area shall be laid above the cement concrete protection coat already laid by Promoter. Further before laying the flooring of their choice – the Allottee shall lay a Polyurethane based water proofing treatment as the second layer above the cement concrete already laid. A finishing tolerance of  $\pm 20$  mm shall be provided in the toilet floor. The Allottee may change the location of internal fixtures without altering the designated drainage points. It shall be the responsibility of the Allottee to ensure proper waterproofing of the walls prior to the installation of any plumbing and sanitary fittings and fixture On the same.



- xv. **Disposal of Debris of Interior Fit Outs:** The respective allottee is permitted to carry out interior fit-out works from 7:00 a.m. to 7:00 p.m. The allottee shall ensure that all debris generated from the interior fit-out works is properly packed and sealed in bags, and transported using the service elevator to the ground floor for disposal only when the waste pickup vehicle is present within the premises. No debris stacking will be permitted on the ground floor or any other floor under any circumstances.
- xvi. The service lift will remain available for debris removal for a period of one (1) year from the date of handover. During this period, the service lift shall be adequately protected to prevent any damage to its interiors. Beyond the stipulated one-year period, individual residents shall be permitted to use only the service staircase for debris removal and disposal, as per the procedure mentioned above.
- xvii. : Access Control System:
- a) The access control system shall be operated through RFID cards. Each Serviced Apartment shall be provided with six (6) RFID cards. Any additional RFID card, if required, shall be issued upon payment of charges as determined by the facility management team prevailing at the time of requirement.
  - b) Exclusive lift access shall be provided to the individual resident up to their respective designated floor only.
  - c) Notwithstanding the above, in the event of an emergency, the lift access control system shall be disabled in compliance with applicable statutory and regulatory norms. Access to the fireman's lift shall always remain available in accordance with mandatory safety requirements.
- xviii. **Access to the Project Land:** The Project shall have exclusive access from the side road ("**Serviced Apartments Access Road**"), which is proposed to be developed as a 24.384-metre-wide public road by the Kolkata Municipal Corporation only, while access from the EM Bypass Road shall remain exclusive for the Hotel building only ("**Hotel Access Road**"). For security purposes, the road connection on ground level between the Project Land and Hotel Land will be secured with a fire-integrated gate. The said gate will remain non-operable during regular hours and will only open to allow unobstructed access across the two parts of the development during emergencies or scheduled safety drills only. The allottees, occupants, or invitees of the Project shall not be entitled to use the Hotel Access Road under normal circumstances, save and except in cases of emergency such as fire, evacuation, or other exigencies, as may be permitted under applicable law. All plans shall reflect and provide for separate access arrangements for the Hotel and the Project and there shall be physical barriers between the Hotel and the Project. Traffic shall be duly circulated and entry/access to the Project shall only be granted through the Serviced Apartments Access Road.
- xix. **Stamp Duty for Transfer of Common Areas:** The Allottee further agrees to additionally bear and pay the proportionate amount of the stamp duty and registration fees, if and to the extent applicable, in relation to any deed of conveyance that may be executed for the purposes of separately conveying the





Project Common Areas of the Project and the Shared Common Areas to the Association or the competent authority under the Act, as may be applicable.

- J. **In addition to whatever has been specifically agreed in Clause 34 above, the Parties agree as follows:**

The Allottee acknowledges, understands and agrees that the Serviced Apartment may be assessed, classified or treated by the municipal and/or local authorities as a commercial property, and that all municipal taxes, property tax, cess, rates, charges and other statutory levies applicable to commercial premises, whether present or future, shall be payable by the Allottee on and from the Deemed Date of Possession in accordance with such assessment, classification or levy and at the rates applicable thereto. The Allottee shall not raise any objection, claim or dispute against the Assignor and/or the Promoter on account of such commercial assessment or the quantum of municipal taxes so levied.

**37. PRIORITY OF DOCUMENTS:**

- 37.1 The Allottee acknowledges that the Project has been sanctioned as a serviced apartment project in conformity and accordance with the provisions of the Lease Deed and approvals granted by the competent authorities and confirms having examined the same without objection.
- 37.2 In the event of any inconsistency or conflict between the terms of this Agreement and any other document relating to the Project or the Serviced Apartment, the following order of priority shall prevail, to the extent of such inconsistency:
- (a) the Lease Deed, including all amendments and renewals;
  - (b) the Development Agreement, as amended from time to time;
  - (c) the registered Deed of Assignment, if and when executed; and
  - (d) this Agreement for Assignment.
- 37.3 The rights of the Allottee under this Agreement shall always be subject to the terms and conditions of the aforesaid documents, and no claim against the Assignor and/or Promoter shall be raised on the ground of non-disclosure or misunderstanding thereof. The assignment of leasehold interest in the Serviced Apartment shall at all times remain subject to the terms and conditions of the Lease Deed, and upon expiry thereof, renewal shall be governed by the terms as may be prescribed by the competent authority.
- 37.4 Subject to applicable law and the provisions of the Lease Deed, the Allottee, along with other similarly placed assignees or the Association, may be entitled to seek renewal or re-grant of the lease upon expiry of the said unexpired term, on such terms and conditions as may be prescribed or imposed by the State Government and/or the Kolkata Municipal Corporation from time to time. It is expressly clarified that the Assignor and/or the Promoter shall have no obligation, liability or responsibility in respect of the grant, refusal, terms or conditions of any such renewal or re-grant.

**38. SEGREGATION OF HOTEL AND SERVICE APARTMENT COMPONENTS:**

- 38.1 The Allottee expressly acknowledges and agrees that the Project is a commercial mixed-use development comprising (i) a hotel component constructed on the Hotel

Land and (ii) a service apartment component constructed on the Project Land, and that the Serviced Apartment allotted under this Agreement for Assignment forms part only of the service apartment component on the Project Land .

- 38.2 The Allottee further acknowledges and agrees that the Allottee shall not acquire any right, title, interest, easement, license, common user right or entitlement, whether express or implied, in or to the hotel component or the Hotel Land, including, without limitation, any portion of the hotel building, hotel facilities, amenities, services or operations.
- 38.3 Any services, facilities or amenities, if at all, extended from the hotel component to the service apartment component shall:
- (a) be strictly limited to those expressly disclosed and contractually agreed in writing;
  - (b) be commercial in nature;
  - (c) be revocable and subject to change, without creating any permanent, vested or proprietary right in favour of the Allottee, save and except as may be mandated by applicable law;
  - (d) become available only after a period of 30 (thirty) days from the date on which the hotel component becomes fully functional and operational.

39. **SURVIVAL:**

The provisions of this Agreement for Assignment which by their nature are intended to survive, including but not limited to provisions relating to payment obligations, authorizations, events of default and consequences thereof, indemnities, representations, warranties, acknowledgements, waivers, dispute resolution and governing law, shall survive the termination, cancellation or completion of this Agreement for Assignment and the execution and registration of the Deed of Assignment.





**SCHEDULE-"A"**

**(Part-"I")**

**[Larger Land]**

**ALL THAT** piece and parcel of land measuring an area of **3.358 Acres (equivalent to 13589.46 Square Meter)** more or less *as per Lease Deed*, which as per physical measurement was found to be **3.355 Acres (equivalent to 13575.26 square meters)**, more or less comprised in C.S. Dag No. 100(P), in Mouza Boinchtala, J.L. No. 4 and assessed and numbered by the Kolkata Municipal Corporation being Municipal Premises No. 990, Eastern Metropolitan Bye Pass, Kolkata-700046, within limit of Ward No. 58, being Assesses No. 110583000010, Police Station Pragati Maidan (Formerly – Tiljala), within Sub-Registry Office [•] in the District South 24 Parganas and delineated in **RED** on the **Map/Plan** annexed hereto and marked as **Annexure-'I'** and butted and bounded as follows:

<b>North</b>	:	By C.S Dag No. 100 (P)
<b>West</b>	:	By C.S Dag No. 100 (P)
<b>South</b>	:	By C.S Dag No. 100 (P)
<b>East</b>	:	E.M BYPASS

**(Part- "II")**

**[Project Land]**

**ALL THAT** piece and parcel of land measuring an area of **1.645 Acres (equivalent to 6658.788 Square Meters)** more or less, which as per physical measurement/ boundary declaration is found to be **1.644 Acres (equivalent to 6651.88 square meters)**, more or less comprised in C.S. Dag No. 100(P), in Mouza Boinchtala, J.L. No. 4 and assessed and numbered by the Kolkata Municipal Corporation being Municipal Premises No. 990, Eastern Metropolitan Bye Pass, Kolkata- 700046, within limit of Ward No. [•], being Assesses No. [•], Police Station Pragati Maidan (Formerly – Tiljala), within Sub-Registry Office [•] in the District South 24 Parganas and delineated in **GREEN** on the **Map/Plan** annexed hereto and marked as **Annexure-'II'** and butted and bounded as follows:

<b>North</b>	:	By C.S Dag No. 100 (P)
<b>West</b>	:	By C.S Dag No. 100 (P)
<b>South</b>	:	By C.S Dag No. 100 (P)
<b>East</b>	:	HOTEL PROJECT

**(Part-"IIA")**

**[Hotel Land]**

**ALL THAT** piece and parcel of land measuring an area of **1.713 Acres (equivalent to 6930.57 square meter)** more or less, which as per physical measurement/ boundary declaration is found to be **1.711 Acres (equivalent to 6923.38 square meters)**, more or less comprised in C.S. Dag No. 100(P), in Mouza Boinchtala, J.L. No. 4 and assessed and numbered by the Kolkata Municipal Corporation being Municipal Premises No. 990, Eastern Metropolitan Bye Pass, Kolkata- 700046, within limit of Ward No. [•], being Assesses No. [•], Police Station Pragati Maidan (Formerly – Tiljala), within A.D.S.R. Sealdah in the District South 24 Parganas and delineated in **PURPLE** on the



Map/Plan annexed hereto and marked as **Annexure-'II'** and butted and bounded as follows:

<b>North</b>	:	By C.S Dag No. 100 (P)
<b>West</b>	:	SERVICED APARTMENT
<b>South</b>	:	By C.S Dag No. 100 (P)
<b>East</b>	:	E.M BYPASS

**(Part- "III")**  
**[SERVICED APARTMENT]**

**ALL THAT** Serviced Apartment No. [•] having carpet area of [•] Square Meter (equivalent to [•] Square Feet), along with an exclusive balcony having an area of [•] Square Meter, (equivalent to [•] Square Feet) along with an exclusive lift lobby providing dedicated access to a high-speed and one exclusively dedicated staff room, altogether having built-up area of [•] Square Meter (equivalent to [•] Square Feet) and super built-up area of [•] Square Meter (equivalent to [•] Square Feet), **ALONG WITH** an exclusive open terrace having an area of [•] Square Meter, (equivalent to [•] Square Feet) (wherever applicable) and altogether located on [•] floor in Tower No. [•] ([•]) ("**Tower**") **TOGETHER WITH** [•] number of [•] (covered /mechanical stack as per allotment) parking space(s), being nos. [•] located on the [•], measuring [•] Square Meter (equivalent to [•] Square Feet more or less) ("**Parking Space(s)**") **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Project Common Areas to be used by the Allottee/Assignee in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project, more particularly described in **Schedule-"D"** hereto **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Shared Common Areas to be used by the Allottee/Assignee in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project along with the Lessee/its assignee of the Hotel, more particularly described in **Schedule-"G"** hereto (hereinafter collectively, referred to as the "**Serviced Apartment**" more particularly described in **Part-"III"** of **Schedule-"A"** and the **Floor Plan** of the Serviced Apartment No. [•] is shown & depicted in **Schedule-"B"** and delineated in **RED** border whereas the lift lobby comprised therein is delineated in **GREEN**.

**SCHEDULE-"B"**  
**[FLOOR PLAN OF THE SERVICED APARTMENT]**

**Serviced Apartment No. [•]** which has been more fully and particularly described in **Part-"III"** of **Schedule-"A"** appearing hereinabove, is delineated on the **Floor Plan** annexed hereto and marked as **Annexure-'III'** and duly bordered thereon in colour **RED** whereas the lift lobby comprised therein is delineated in **GREEN**.



**SCHEDULE- "C"**  
**[PAYMENT PLAN]**

Particulars	Amount
Booking money	10% of Serviced Apartment Consideration
Within 45 days of execution of Agreement for Assignment	10% of Serviced Apartment Consideration + 50% of Club Membership charges
On Completion of Piling	10% of Serviced Apartment Consideration
On Completion of Basement Raft level	7.5% of Serviced Apartment Consideration
On completion of B1/Deck level	7.5% of Serviced Apartment Consideration
On completion of 5th Floor Roof	10% of Serviced Apartment Consideration
On completion of 10th Floor Roof	10% of Serviced Apartment Consideration
Completion of Final Roof Slab	10% of Serviced Apartment Consideration
6 months from Final Roof Casting / On or before Possession – whichever is earlier	10% of Serviced Apartment Consideration
10 months from Final Roof Casting / On or before Possession – whichever is earlier	10% of Serviced Apartment Consideration
On or before Possession	5% of Serviced Apartment Consideration + Balance 50% of Club Membership charges + Other Charges & Deposits

**SCHEDULE- "D"**  
**[PROJECT COMMON AREAS]**

Sl. No.	Particulars
1	Project Land
2	Main Gate of the Project.
3	Security Gate Goomty and Fire Kiosk room of the Project.
4	Entrance Lobby at Gr. Floor.
5	Common Entry and Exit at the Gr. Floor Level.
6	Internal Road/Driveways running across the Project.
7	Open Landscape area along with the amenities throughout the Project.
8	Association Room, Blower Room, Staff/Driver's Room, Staff/ADA Toilet, FCC & BMS Room and 2Nos. Meter Panel Room at Gr. Floor.

9	UG Tanks for Fire and Domestic, WTP and Pump room situated at Basement 2 level.
10	STP will be constructed in the common area, outside the tower footprints. DG, Transformer yard and HT electrical line are shared among all towers, will be constructed at open ground floor area and outside the tower footprints.
11	Rainwater harvesting tank is placed at open ground floor area and outside the tower footprints.
12	OWC and Gas Bank is placed at open ground floor area and outside the tower footprints.
13	RAC facilities partly at 1st & 2nd floor level and Roof level.
14	Lift Lobby and Common Corridor Area at Gr. Floor to Roof Floor Level.
15	2 Nos. of Passenger Lifts and 1 No. of Service Lift for each lobby, total 4 Nos. of Passenger Lifts and 2 Nos. of Service Lift for the Serviced Apartment. 2 Nos Passenger Elevators and 1 No. Service Elevator for RAC facilities up to 2nd Floor level.
16	Staircase at Gr. Floor to Roof Level.
17	Solar Panels at the Above Roof/Mumpty Level.
18	Over Head Water Tank for Domestic Use, Flushing Water Tank at Above Roof/Mumpty Level along with Fire Fighting Tank.
19	Fire Refuge Area at 5th,10th & 15th Floor Level.
20	6(six) open parking spaces on the Ground Floor

#### **SCHEDULE-"E"**

#### **[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE SERVICED APARTMENT]**

Structure	RCC Framed Structure
Wall	EXTERNAL – RCC Wall / AAC Block wall INTERNAL – AAC Block wall / Infill Wall / RCC Wall/ Modular wall panel made of sandwiched AAC panels with facia boards or equivalent
Door Frame	Main Door - FGL/Engineering Wood/ Ply frame with paint Other Door – Allottee to be provided <b>(All wood-based materials should be FSC-certified or rapidly renewable, in accordance with IGBC Green Building Requirements – Version 3.0)</b>
Door Shutter	Main Door - Flush Door Shutter with SS Hinge /Plywood shutter with paint finish  Other Door – To be done by Allottee. All wood-based materials should be FSC-certified or rapidly renewable, in accordance with IGBC Green Building Requirements – Version 3.0"
Window	Aluminium glazed windows / UPVC windows
Flooring	IPS Floor finish.
Kitchen Counter	To be done by Allottee.
Internal Wall finish	Putty on walls.
External finishes	Weatherproof exterior paint



HVAC	The VRV/VRF air-conditioning system shall be provided with high wall type indoor units only, in accordance with Clause No. 11.6(a), (b), (c), (d), and (e).
Electrical	Concealed/Surface Wiring with exposed switch.
Plumbing	Each water closet / wash room / wet area is earmarked in the drawing and is provided with drainage point and separate water supply point for the domestic and flushing use. The Promoter shall provide bare necessary basic fittings which are required for obtaining the completion certificate. In no case Allottee is allowed to change / vary the earmarked space for the toilet/ washroom / wet area. However, in the earmarked space the Allottee can go for customised layout of the wash room respecting the available drainage point. All water fixtures used by the Allottee should be low-flow, in accordance with IGBC Green Building Requirements – Version 3.0

#### **SCHEDULE-“F”**

#### **[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]**

Sl. No.	Facility/Amenity	Particulars
1.	FIRE FIGHTING FACILITY	<ul style="list-style-type: none"> <li>• Fire Protection and Detection System in Project Common Areas, and inside of the serviced apartment, as as per WBFES recommendation; Fire Kiosk.</li> </ul>
2.	EMERGENCY EVACUATION SERVICE	<ul style="list-style-type: none"> <li>• Public address &amp; voice evacuation system in Common Area, as per norms</li> </ul>
3.	ACCESS TO COMMON SPACE	<ul style="list-style-type: none"> <li>• Passenger elevators and staircase</li> </ul>
4.	DESIGN FOR ELECTRICITY SUPPLY & STREET LIGHTING	<ul style="list-style-type: none"> <li>• Grid Electricity connection into the Project</li> <li>• DG Power Back up facility to run essential services in the Project</li> <li>• Street lighting along the driveway /walkways in the Project</li> <li>• Rooftop solar system installed as per norms</li> </ul>
5.	PUBLIC HEALTH SERVICE	<ul style="list-style-type: none"> <li>• Internal sewer &amp; storm water supply &amp; drainage system.</li> <li>• Organic Waste composter</li> <li>• Sewage Treatment plant .</li> <li>• Water treatment plant</li> </ul>
6.	OTHERS	<ul style="list-style-type: none"> <li>• Landscaped external areas in the Project.</li> <li>• Swimming Pool.</li> </ul>

		<ul style="list-style-type: none"> <li>• RAC facilities partly at 1st &amp; 2nd floor level and Roof level.</li> </ul>
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**SCHEDULE-"G"**

**[SHARED COMMON AREAS]**

Sl. Nos.	Particulars
1.	The controlled-access Fire-integrated gate on ground, Lower and Upper Basement level between the Project Land and Hotel land.
2.	Master-Pit of the Storm water drainage system.

*Ajay*



**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Agreement for Assignment at **Kolkata** in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
ASSIGNOR:**

**For APEEJAY SURRENDRA PARK HOTELS LIMITED**  
represented by its Constituted Attorney,  
**AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY  
LIMITED**

Please affix  
Photographs &  
sign across the  
photograph

**(Authorized Signatory)**

Name: [•]

Address: [•]

[•]

[•]

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
PROMOTER:**

**For AMBUJA HOUSING AND URBAN  
INFRASTRUCTURE COMPANY LIMITED**

Please affix  
Photographs &  
sign across the  
photograph

**(Authorized Signatory)**

Name: [•]

Address: [•]

[•]

[•]

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
ALLOTTEE:**

Signature: [•]

Name: [•]

Address: [•]

[•]

Please affix  
Photographs &  
sign across the  
photograph



[•]

Signature [•]

Name [•]

Address [•]

Please affix  
Photographs &  
sign across the  
photograph

At [•] on [•] in the presence of:

**WITNESSES:**

Signature [•]

Name [•]

Address [•]

Signature [•]

Name [•]

Address [•]

**Drafted and prepared by:**

Signature [•]

Name [•]

Registration No. [•]

Ambuja Housing And Urban Infrastructure Company Limited  
  
Authorized Signatory