

## DEED OF LEASE

This DEED OF ASSIGNMENT ("Deed") is made 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 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 assigns):

### AND

#### [If the Assignee 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 "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 assigns).

Ambuja Housing And Urban Infrastructure Company Limited

  
Authorized Signatory

[OR]

**[If the Assignee 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 Assignee (s), in case of more than one partner authorised to execute this Agreement] authorized vide [•], hereinafter referred to as the "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 assigns, including those of the respective partners).

[OR]

**[If the Assignee 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 "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 assigns)

[OR]

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

[•], (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 "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 assigns).

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

The Assignor/Lessee, Promoter/Developer and the 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 of the Larger Land 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 the Settlement 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 Larger Land, the serviced apartments, shopping arcades and/or commercial spaces to be 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 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 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 developed 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 assignee(s) of both the tower(s) thereof ("**Project Common Areas**" more particularly described in **Schedule-'C'**) along with integration of certain identified infrastructural facilities intended for the shared use and enjoyment by the Promoter and the 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 "E"** (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- "C"**; and
  - (f) The Promoter has developed the Project as an independent stand-alone self-contained Project on the clearly demarcated Project Land. Further, the Project is not linked or combined with the Hotel developed within the Larger Land, save and except, for integration of the infrastructural facilities in the manner mentioned below for the benefit of assignees. Accordingly, the assignees of the Project are 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 "E"** 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 assignees of the Project.
- H. 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 Promoter registered the Project under the provisions of the Act on [•] under Registration No. [•] by the West Bengal Real Estate Regulatory Authority ("**WBREERA**").
- J. The Assignee had 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 measuring [•] Square Meter, (equivalent to [•] Square Feet), along with an exclusive lift lobby providing dedicated access to the high speed elevator 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 ALONG WITH** one exclusively dedicated staff room having carpet area of [•] Square Meter (equivalent to [•] Square Feet), built-up area of [•] Square Meter (equivalent to [•] Square Feet) and super built-up area of [•] Square Meter (equivalent to [•] Square Feet)], 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 Assignee in common with the remaining assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project, more particularly described in **Schedule-"C"** hereto AND TOGETHER WITH the pro rata undivided, impartible and variable share in the Shared Common Areas to be used by the Assignee in common with the remaining 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-"E"** 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**.

- K. By a provisional allotment letter dated [•] ("**Allotment Letter**") the Promoter had allotted the leasehold interest in the Serviced Apartment and the Assignee agreed to accept such allotment for a total consideration of [•] ("**Total Price**") subject to the terms and conditions mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. Thereafter, by and under an Agreement for Assignment dated [•] and registered in the office of [•] in Book No. I, Volume No. [•], at Pages [•] to [•] as Deed No. [•] for the year [•] ("**Agreement**"), the Promoter agreed to assign and transfer to the Assignee and the Assignee agreed to acquire the Serviced Apartment for the Total Price and on the terms and conditions as recorded therein. Such terms and conditions as recorded in the Allotment Letter and the Agreement for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- M. The Promoter has since then completed the construction of the Project including the Serviced Apartment and has been issued completion certificate for the Project vide No. [•] dated [•] by the KMC.
- N. The Assignee has from time to time paid the Total Price as recorded in the Allotment Letter and the Agreement for acquiring the Serviced Apartment.
- O. The Promoter has now called upon the Assignee to take lawful, vacant, peaceful physical possession of the Serviced Apartment and the Parking Space(s) and pursuant thereto the Assignee has taken such possession of the Serviced Apartment and the Parking Space(s) to the Assignee's full satisfaction.
- P. Before taking possession of the Serviced Apartment, the Assignee has:
- (a) seen and examined the Sanctioned Plan including the Project, the specifications, components of the Project Common Areas, the Shared Common Areas, accepted the floor plan of the Serviced Apartment, the layout plan the Tower and also the construction thereof and have fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Lessee and/or the Promoter;
  - (b) satisfied itself about the leasehold right of the Lessee in respect of the Project Land, the right of the Promoter, the materials used in the Serviced Apartment and appurtenances, the workmanship and measurement of the Serviced Apartment, the





carpet area whereof has been confirmed to the Assignee and the Assignee has agreed not to raise any requisition/claim about the same.

- Q. 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 Deed and all applicable laws, are now desirous of executing this Deed on the terms and conditions appearing hereinafter to complete the grant of assignment and transfer of the Serviced Apartment in favour of the Assignee.

**NOW, THEREFORE, IT IS WITNESSETH THAT:**

**1. TRANSFER & ASSIGNMENT**

- 1.1 In consideration of the payment of the Total Price paid and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Assignee to be paid observed and performed, the Promoter hereby grants transfers and assigns the leasehold rights and interest to the Assignee in **ALL THAT** Serviced Apartment No. [•] having carpet area of [•] Square Meter (equivalent to [•] Square Feet), along with an exclusive balcony measuring [•] Square Meter, (equivalent to [•] Square Feet), along with an exclusive lift lobby providing dedicated access to the high speed elevator 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 ALONG WITH** one exclusively dedicated staff room having carpet area of [•] Square Meter (equivalent to [•] Square Feet), built-up area of [•] Square Meter (equivalent to [•] Square Feet) and super built-up area of [•] Square Meter (equivalent to [•] Square Feet)], 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 Assignee in common with the remaining assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project, more particularly described in **Schedule-"C"** hereto **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Shared Common Areas to be used by the Assignee in common with the remaining 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-"E"** 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 ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Serviced Apartment and the Parking Space(s) and every part thereof as a lessee thereof for the residual period under the Lease Deed, free from all encumbrances **SUBJECT HOWEVER** to the observance and performance by the Assignee of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter and in the Lease Deed all of which shall be and be deemed to be covenants running with the Serviced Apartment and the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Assignee of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Assignee paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Serviced Apartment from the date of its





possession and/or the deemed date of possession, as the case may be, wholly with respect to the Serviced Apartment and proportionately with respect to the Project Common Areas and the Shared Common Areas.

## **2. MAINTENANCE OF COMMON AREAS**

- 2.1 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 assignees.
- 2.2 The monthly charges payable by the Assignee 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 has been paid by the Assignee.
- 2.3 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.
- 2.4 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 within a period of 2 (two years) from the date of the completion certificate/ partial completion certificate, as the case may be, issued by KMC in respect 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 shall 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 Assignee shall pay without any demur and delay to the Promoter, the Maintenance Charges as may be decided by the Promoter or it's nominee/maintenance agency for providing such maintenance or may hand it over to the Competent Authority under the Act.
- 2.5 The Assignee 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.
- 2.6 **Formation of Association :**
- 2.6.1 The Project Common Areas, Shared Common Areas together with the Specifications, Amenities And Facilities of the Project shall be handed over to the Association upon its formation by the assignees of the Project.





- 2.6.2 It is incumbent on the assignees of the Project to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.
- 2.6.3 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, notify the 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.
- 2.6.4 The Assignee, 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.
- 2.6.5 **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 2.4, 2.6 and 2.7.

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

- 2.7.1 The Promoter has constructed and set up Club Nova for use of the assignees in the Project. Club Nova forms part of the Project Common Areas and will be handed over to the Association in due course.
- 2.7.2 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.
- 2.7.3 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.
- 2.7.4 All the assignees of the serviced apartments of the Project will be a member of the RAC. The charges payable by the Assignee for becoming a member of the RAC has been included in the Total Price.
- 2.7.5 One membership of the RAC will entitle 4(four) persons of the same family to use RAC facilities. These 4(four) persons should be residing in the serviced apartment of the Project. The assignees may also request for additional membership for family member of the assignee 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 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 Assignee.*
- (ii) *The tenant/sub-lessee/licensee of the Assignee may use the RAC facilities on written confirmation of the Assignee as their tenant/sub-lessee/licensee and on payment of monthly subscription only.*

2.7.6 The Assignee 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.*

- 2.7.7 The 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.
- 2.7.8 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.
- 2.7.9 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.
- 2.7.10 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).
- 2.7.11 In case the Serviced Apartment is transferred by the Assignee, 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.



2.7.12 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.

2.8 **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.

2.9 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:

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

2.9.2 The Promoter has provided VRF (variable refrigerant flow) Air Conditioning (AC) machines for the Serviced Apartment which includes all the guestrooms, living-dining area but excludes the area like kitchen, pantry, store, balconies, staff rooms & exclusive balcony area. 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 serviced apartment (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.

2.9.3 The space has been provided to keep only one outdoor unit of the VRF (variable refrigerant flow) for one serviced apartment. 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.





- 2.9.4 It is to be noted that the outdoor unit of the Serviced Apartment has been handed over in installed or uninstalled condition. 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 Assignee 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 outdoor unit has been installed in the Serviced Apartment by the deemed possession date on account of delay in payment by the Assignee, any liability for reduction in warranty period / expiry of the warranty period of the VRF unit shall lie with fully with the Assignee. The installation shall include necessary electrical wiring as per the approved design. Along with installation of the VRF outdoor unit, the Promoter has also handed over the compatible high wall indoor units in packed condition for the bed rooms & living - dining area. Thereafter, the Assignee is 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 Assignee or their appointed contractors.
- 2.9.5 If the Assignee 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.
- 2.9.6 In case the Assignee 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.
- 2.9.7 In case the Assignee fails to intimate the location of the indoor VRF units in their Serviced Apartment within 45 days of the handing over of the Serviced Apartment, the installation shall be done by the Assignee through direct coordination with the designated supplier of the VRF system for installation and commissioning of the VRF system at their own cost & risk.
- 2.9.8 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 serviced apartment owner. The Promoter's responsibility is limited to introduce the supplier to the assignees in such cases.
- 2.9.9 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.
- 2.9.10 Upon handing over the AC machines (installed or uninstalled), the Promoter has no further liability with respect to the warranty, operation, installation, maintenance, or performance of the machine and same shall be dealt by the Assignee directly with the supplier / manufacturer of the VRF AC machine.





- 2.9.11 **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 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 assignees.
- 2.9.12 **Insurance:** In accordance with Section 16 of the Act, the Promoter has obtained all such insurances as 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 Assignee 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.
- 2.9.13 **Telecom Connectivity:** The Promoter has created the back bone to ensure connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and 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 which form part of the Project Common Areas. 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 and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

Each Serviced Apartment has been 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 Assignee. The Assignee 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.

- 2.9.14 **Reticulated Gas Supply:** Provision has been made for reticulated gas supply in the Project. The facility may be used by the Assignee on "pay by use" basis. The Assignee 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 Assignee 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.

- 2.9.15 **Electricity Supply:** In case CESC/any other electricity supply agency decides not to provide individual meters to the assignees and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the 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 assignees at appropriate time. 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 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 Assignee 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.
- 2.9.16 **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 has been paid by the Assignee as part of the Total Price. In case the Assignee requires additional DG power load in their Serviced Apartment, they should indicate their requirement to the Promoter. The extra DG power load shall be allotted upon availability and in multiples of KW at the rate of Rs.[\*]/- per KW. The 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.
- 2.9.17 **Maintenance of Electromechanical Multilevel Car Parking (Stack) Space:** It is clarified further that in case any Electromechanical Multilevel Car Parking (Stack) Space has been transferred to the Assignee, the Assignee 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 Assignee 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 Assignee for regular payment thereof.
- 2.9.18 **Usage of Electrical Vehicle (EV) Parking Spaces:** There are dedicated spaces with EV charging facility in the Project as per the KMC building rules. The cost of electricity will have to be borne by the Assignee as and when the facility will be used by the Assignee. To avoid the conflict in payment of electricity charges – the EV enabled parking space shall draw power from the metering unit of the assignees who desires the same in his slot.

- 2.10 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.

- 2.11 **Maintenance Security Deposits:** The Assignee, on or before possession, has deposited an interest free amount equivalent to 2 (two) year's Maintenance Charges (the "**Maintenance Security Deposit**") which is a part of the Total Price of the Serviced Apartment. All tax liabilities on account of the Maintenance Security Deposit has been borne by the Assignee. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Assignee. 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 Assignee hereby authorizes 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 Assignee and the Promoter shall be liable to give due account of such deduction to the Association.
- 2.12 **Maintenance Corpus/Sinking Fund:** The Total Price paid 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 similar other eventualities ("**Maintenance Corpus/Sinking Fund**"). All tax liabilities on account of the Maintenance Corpus/Sinking Fund has been borne by the Assignee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the assignees of the Project without requiring the express consent or approval of the Assignee. 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.
- 2.13 **Default In Payments Of Maintenance and Other Charges:** Till such time the 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 Assignee and will make the Assignee 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.
3. **THE ASSIGNEE DOTH HEREBY REPRESENTS, WARRANTS AND COVENANTS WITH THE LESSEE AND THE PROMOTER AS FOLLOWS**
- 3.1 That the Assignee 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 Assignee and the Assignee hereby expressly and unequivocally accepts the same and shall not raise any objection with regard thereto.

- 3.2 That the Assignee is executing this Deed upon full satisfaction and with complete knowledge of the Project Common Areas (described in Schedule C), Shared Common Areas (described in Schedule E) and Specifications, Amenities And Facilities of the Project (described in Schedule D) and all other ancillary matters. The Assignee has examined and is acquainted with the Project and has agreed that the Assignee 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 Assignee hereby accepts and to which the Assignee, under no circumstances, shall be entitled to raise any objection. If due to any act, default or omission on the part of the Assignee, 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 Deed or otherwise under law, the Assignee 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.
- 3.3 That the Assignee 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 Assignee, 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 owner 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.
- 3.4 That the Assignee 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 Assignee in a manner inconsistent with the Lease Deed, or any act or omission of the Assignee which results in the Lessor issuing any notice, demand, claim, or initiating any action against the Assignor/Lessee under the Lease Deed.
- 3.5 That the Assignee 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 Assignee in respect thereof. The Assignee further admits and accepts that (1) the Assignee 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).

- 3.6 That the Assignee, 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.
- 3.7 That the Assignee 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 Deed, for the Serviced Apartment and proportionately against the Project Common Areas.
- 3.8 That the Assignee 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.
- 3.9 That the Assignee 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.
- 3.10 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 Assignee 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.
- 3.11 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 Assignee is deemed to have constructive notice thereof.
- 3.12 That the Assignee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Assignee 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 Assignee thereto.
- 3.13 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 Assignee hereby irrevocably agrees and





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

- 3.14 That at the expiry or sooner determination of the term of the Lease Deed the Assignee shall peaceably make over and surrender to KMC the Project Land and all structures thereon including the Project comprising of the Serviced Apartment, in good condition, reasonable wear and tear by use thereof excepted, without any claim or demand for compensation in respect of the Serviced Apartment and/or Project Land.
- 3.15 That the Lessee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Serviced Apartment and to keep the Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Serviced Apartment, on the expiry or sooner determination of the lease, the Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of the lease.
- 3.16 The Assignee agrees and undertakes that on receipt of possession, the Assignee 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 assignees of the Project. The Tower level 'house rules and regulations' applicable to the assignees/lawful occupants of the Project, will be shared at the time of handing over possession of the apartments. Without prejudice to the aforesaid, if the Assignee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment and the Parking Space(s) or the Project/or the Tower, the Promoter shall be entitled to call upon the Assignee 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 Assignee does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment and the Parking Space(s) or the Project/Tower (on behalf of the Assignee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Assignee.
- 3.17 The Assignee 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.
- 3.18 The Assignee 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 Assignee 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 Assignee 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 Assignee shall also not remove any wall, including the outer and load bearing wall of the Serviced Apartment.



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

**4. THE ASSIGNOR AND THE PROMOTER DO HEREBY REPRESENT, WARRANT AND COVENANT WITH THE ASSIGNEE AS FOLLOWS:**

**4.1 The Assignor represents, warrants and covenants as follows –**

4.1.1 The Assignor has a subsisting lease hold right and interest in respect of the Project Land;

4.1.2 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;

4.1.3 The Project Land is not a Waqf property.

**4.2 The Promoter represents, warrants and covenants as follows –**

4.2.1 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;

4.2.2 The Promoter has paid all outgoings before transferring the physical possession of the Serviced Apartment and the Parking Space(s) to the Assignee, which it has collected from the assignees of the Project, for the payment of outgoings (including land cost, ground rent, 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).

4.2.3 The Promoter hereby records and acknowledges the receipt of Rs. [•] (Rupees [•]) towards the Total Price reserved herein.

**4.3 The Assignor and the Promoter hereby jointly and severally represent and warrant to the Assignee as follows:**

4.3.1 The Assignor & the Promoter have lawful rights and requisite approvals from the competent Authorities for development of the Project;

4.3.2 There are no encumbrances upon the Project Land, save and except what is mentioned in Schedule- "[•]" herein.

4.3.3 There are no litigations pending before any Court of law with respect to the Project Land or the Serviced Apartment.

4.3.4 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.

4.3.5 The Promoter and the Assignor have the right to execute this Deed and have not committed or omitted to perform any act or thing, whereby the right, title and





interest of the Assignee created herein, may prejudicially be affected;

- 4.3.6 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 Serviced Apartment which will, in any manner, affect the rights of Assignee under this Deed;
- 4.3.7 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 Assignee in the manner contemplated herein;
- 4.3.8 The Promoter shall handover lawful, vacant, peaceful, physical possession of the Project Common Areas, Shared Common Areas and the Specifications, Amenities And Facilities of the Project to the Association or the competent authority, as the case may be;
- 4.3.9 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 until the handover of the Project to the Association;
- 4.3.10 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 Promoter in respect of the Project Land.
- 4.3.11 The Assignor and the Promoter shall, at the costs and requests of the Assignee, execute all necessary documents as may be reasonably required for more perfectly assigning the said Serviced Apartment to unto and in favour of the Assignee.

**5. THE PARTIES DO HEREBY AGREE AND COVENANT AMONG THEMSELVES AS FOLLOWS**

- 5.1 That any relaxation and indulgence granted by the Promoter to the Assignee shall not in any way prejudice the rights of the Promoter under this Deed.
- 5.2 That the failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of this Deed 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 failure shall not in any way affect the validity of this Deed or the rights and obligations of the parties hereto. The Assignee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed executed by both parties hereto.
- 5.3 All prices, rates, fees and charges etc. mentioned in this Deed 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 Lessee.
- 5.4 Under the Income-Tax Act and/or the rules framed thereunder, in case the consideration/transfer Price of the Serviced Apartment is more than INR 5000000 (Indian Rupees Fifty lakh only), then, and in such event, the Assignee 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 Assignee will also be under obligation to give to the Promoter the certificate for the amount of tax so deducted and deposited by the Assignee 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 there under.

- 5.5 The Assignee shall be entitled to take loan/financial assistance from and any bank/financial institution mortgaging its leasehold interest in the Serviced Apartment.
- 5.6 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 the Sanctioned Plan in relation to the Project. The Assignee 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 for rendering maintenance services.
- 5.7 The Assignee 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 Assignee.
- 5.8 That the Assignee hereby expressly acknowledges and confirms that the Project Land on which the Project has been developed is held under the Lease Deed. The Assignee 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 Assignee 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 Assignee.
- 5.9 The Assignee specifically acknowledges that the permitted use and enjoyment of the Serviced Apartment and the Project are governed by the Lease Deed, and the Assignee shall not claim any right of use, occupation or enjoyment inconsistent therewith.
- 5.10 **Shared Common Areas**
- 5.10.1 The Assignee 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.

5.10.2 The Assignee 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 Assignee 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.
- (iv) The Assignee 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.

- 5.11 On the expiry of the period of the lease as per the Lease Deed, subject to the Assignee complying with the terms of the Lease Deed, the Assignee through the Association shall have one option for one renewal thereof, (which option the Assignee shall exercise by providing prior 6 months' notice in writing) for a like term of 99 years without any payment of further premium and without any further option for renewal and on the same terms and conditions contained in the Lease Deed (except the clause for renewal) and upon such option being exercised, KMC may execute and cause to be registered in favour of the Association, a Deed of Renewal of Lease in respect of the Project Land at the cost and expense of the Association.
- 5.12 Notwithstanding anything contained, if the Assignee is in breach of any of the terms, conditions and covenants herein contained and on its part to be paid observed or performed and KMC calling upon the Assignee to rectify the breach complained of and such breach not being cured or rectified to KMC's satisfaction within a period of 6 (Six) months from the date of service of such notice or if the Assignee shall go into liquidation or enter into a compromise with its creditors, then and in any of the said cases, it shall be lawful for KMC at any time thereafter to treat this demise as determined and to re-enter into and upon the Serviced Apartment/Project Land or any part thereof in the name of the whole and the same to have again re-possessed and enjoyed as in its former estate.
- 5.13 In the event of the Larger Land/Project Land or any part thereof being acquired by the Government or any local authority under any law for the time being in force or being requisitioned under any law for the time being in force, then this demise shall determine from the date when possession of the Larger Land/Project Land shall be taken by the acquiring or requisitioning authority or any other earlier date if so required by them and the Assignee shall have no claim against Assignor/KMC for disturbances but shall be entitled to the proportionate amount of the compensation money or rent in respect of such acquisition or requisition, only.
- 5.14 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 Assignees/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 Assignee and shall form part of the Project Common Areas, to be used





exclusively as visitors'/guests' parking, and no assignee shall claim any right, title, interest in respect thereof.

- 5.15 The Assignee 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.
- 5.16 The Assignee 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 Assignee 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, 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.
- 5.17 The Assignee acknowledges 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 may continue till completion certificate in respect of the Hotel is received. The Assignee understands that there may 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.
- 5.18 The Assignee 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 Assignee in accordance with such assessment, classification or levy and at the rates applicable thereto. The Assignee 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.
- 5.19 **Modification of the Sanctioned Plan**
- 5.19.1 The Assignee has entered into this Deed 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 Sanctioned Plan is duly approved by the KMC vide their letters, dated [•] (bearing Building Permit No. [•]).
- 5.19.2 The Assignee understands, acknowledges and agrees that the Sanctioned Plan in relation to the Hotel may be required to be re-validated/ re-sanctioned and the current Sanctioned 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 Assignee and the Assignee shall be deemed to have given his express and unequivocal consent to such proposed modification of the Sanctioned Plan.

5.19.3 Without prejudice to the consent previously accorded, the Assignee 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 Assignee 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 Assignee, to the extent required for obtaining such approvals, re-validations or sanctions. The Assignee agrees and confirms that all acts, deeds and things lawfully done by the Assignor pursuant to this authorisation shall be binding upon the Assignee as if the same were done by the Assignee personally, provided that such modifications or actions do not materially or adversely affect the right, title or interest of the Assignee in the Serviced Apartment and/or the Project and/or the Project Land.

5.19.4 The Assignee understands that the rights and interest of the Assignee are restricted and confined to the Project and the Project Land. The Hotel is independent of the Project save and except the connection at the basement levels as described hereinabove. The Assignee will not interfere or object to or question the Assignor/its transferee undertaking any additional construction or redevelopment of the Hotel or any part thereof on the Hotel Land in case of any change/modification/alteration in the Hotel portion of the common Sanctioned Plan.

## **6. DEFECT LIABILITY:**

6.1 It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Assignee 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 Lessor's failure to rectify such defects within such time, the aggrieved Lessee shall be entitled to receive appropriate compensation in the manner as provided under the Act and the Rules. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Assignee (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 Promoter.

6.2 Notwithstanding anything contained herein, it is hereby expressly understood and agreed that in case the Assignee, 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



Assignee/ 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 6.1 hereinabove and the Assignee shall not be entitled to any cost or compensation in respect thereof.

- 6.3 The Assignee 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 Assignee(s) or its nominee(s)/agent(s), cases of force majeure, failure to maintain the amenities/equipment's and accidents.
- 6.4 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 Project wherever applicable. The Assignee has/have been made aware and the Assignee 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.
- 6.5 The Assignee 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.

**7. POSSESSION:**

At or before the execution of this Deed, the Assignee herein confirms that he/it has independently satisfied itself about the right, title and interest of the Assignor and the Promoter in the said Serviced Apartment, the Sanctioned Plan in relation to the Project, the accepted the floor plan, and the specification, amenities and facilities provided in the Serviced Apartment, including the quality and specifications thereof, the area of the said Serviced Apartment, the workmanship, the quality of materials used in the construction of the Project, the structural stability of the Project, provisions made for the safety and security of the occupants and the completion of the Serviced Apartment, the Project Common Areas and the Shared Common Areas and has agreed not to raise any objection of whatsoever nature. Simultaneously with or prior to the execution and registration of this Deed, vacant, peaceful, satisfactory and acceptable possession of the Serviced Apartment and the Parking Space(s) has been handed over by the Promoter to the Assignee, which the Assignee admits, acknowledges and accepts.

**8. DISCLAIMERS AND DISCLOSURES:**

The Promoter hereby makes the following disclosures/disclaimers in respect of the Project and the Assignee expressly and unequivocally agrees not to make any claims or raise any disputes including any claim under Clause 6 of this Deed relating to defect liability against the Promoter in respect of the following –





#### 8.1 Source of water supply:

- (i) 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 Assignee that the Promoter cannot further reduce the TDS of the water provided.
- (ii) 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 Assignee that such water treatment plant would not reduce the TDS.
- (iii) The Assignee 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.
- (iv) 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.

8.2 **Non-provision of car washing facility:** The Assignee 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 Assignees/assignees/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.

8.3 **Dual Plumbing System:** The Assignee 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.

8.4 **Storm water drainage:** The Assignee 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.

#### 8.5 Natural Marble flooring in Project Common Areas:

- a. The Assignee 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 Assignee 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 Assignee 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 Assignee 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 Assignee would ensure that any coloured dropping on the marble is cleaned and washed of 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 Assignee 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.

**8.6 Tile Flooring & Dado in Project Common Areas:** The Assignee 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:

- (i) 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  $S > 410\text{cm}^2$ :  $\pm 0.2 \%$
- (ii) 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 Bla:
  - 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  $S > 410\text{cm}^2$ :  $\pm 0.5 \%$



- (iii) In this regard the Assignee 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.

**8.7 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 Assignee 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 Assignee will approach directly to the suppliers or their representatives since the Assignee 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.

**8.8 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 Assignee 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 Assignee 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.

**8.9 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.

**8.10 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.
- g. Reception Lobby.
- h. The Promoter shall not provide CCTV to the common corridors and stair exit /entrance at floor levels.

8.11 The Assignee 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.

8.12 The Assignee 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.

**8.13 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 Assignees will have to pay for it.

8.14 **Disposal of Debris of Interior Fit Outs:** The respective assignee is permitted to carry out interior fit-out works from 7:00 a.m. to 7:00 p.m. The assignee 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.

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.





**8.15 Access Control Provision:**

- 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.

**8.16 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 Assignees, 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.

**8.17 Stamp Duty for Transfer of Common Areas:** The Assignee 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.

**8.18 Segregation Of Hotel And Service Apartment Components:**

**8.18.1** The Assignee 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 transferred hereunder part only of the service apartment component on the Project Land.

**8.18.2** The Assignee further acknowledges and agrees that the Assignee 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.

**8.18.3** 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 Assignee, 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.

## 9. MISCELLANEOUS

- 9.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Lessee.
- 9.2 All the clauses, terms and conditions of the Agreement dated [•] executed by the Parties shall form and be treated as integral part of this Deed.

### 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 of the Larger Land annexed hereto and marked as **Annexure-'I'** and butted and bounded as follows:

North	:	By C.S Dag No. 100 (P)
West	:	By C.S Dag No. 100 (P)
South	:	By C.S Dag No. 100 (P)
East	:	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 of the Larger Land 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 of the Larger Land 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 measuring [•] Square Meter, (equivalent to [•] Square Feet), along with an exclusive lift lobby providing dedicated access to the high speed elevator 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 ALONG WITH** one exclusively dedicated staff room having carpet area of [•] Square Meter (equivalent to [•] Square Feet), built-up area of [•] Square Meter (equivalent to [•] Square Feet) and super built-up area of [•] Square Meter (equivalent to [•] Square Feet), 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 Assignee in common with the remaining assignees of Project and the Promoter in respect of the unallotted serviced apartments in the Project, more particularly described in **Schedule-"C"** hereto **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Shared Common Areas to be used by the Assignee in common with the remaining 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-"E"** hereto (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"**

[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.



Sl. No.	Particulars
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-"D"

#### [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	<ul style="list-style-type: none"> <li>Public address &amp; voice evacuation system in Common</li> </ul>

Sl. No.	Facility/Amenity	Particulars
	SERVICE	Area, as per norms
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> <li>• RAC facilities partly at 1st &amp; 2nd floor level and Roof level.</li> </ul>

**SCHEDULE-"E"**

**[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.





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,

Please affix  
Photographs &  
sign across the  
photograph

**AMBUJA HOUSING AND URBAN INFRASTRUCTURE  
COMPANY LIMITED**

**(Authorized Signatory)**

Name: [•]

Address: [•]

[•]

[•]

Please affix  
Photographs &  
sign across the  
photograph

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

**PROMOTER:**

**For AMBUJA HOUSING AND URBAN**

**INFRASTRUCTURE COMPANY LIMITED**

**(Authorized Signatory)**

Name: [•]

Address: [•]

[•]

[•]

Please affix  
Photographs &  
sign across the  
photograph



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

**ASSIGNEE:**

Signature: [•]

Name: [•]

Address: [•]

[•]

[•]

**WITNESSES:**

Signature [•]

Name [•]

Address [•]

Signature [•]

Name [•]

Address [•]

**Drafted and prepared by:**

Signature [•]

Name [•]

Registration No. [•]

Please affix  
Photographs &  
sign across the  
photograph

Ambuja Housing And Urban Infrastructure Company Limited

  
Authorized Signatory

