

AGREEMENT TO SUB LEASE

A PPP Project with Bhubaneswar Development Authority

This Agreement to Sub-Lease [Agreement] is made at Bhubaneswar on this XX day of (month) 2015

BY

KRIDAY REALTY PRIVATE LIMITED, a company incorporated under the provisions of Indian Companies Act, 2013 having its registered office at Trade World, B Wing, 2nd Floor, Kamala Mills, Senapati Bapat Marg, Lower Parel (W) Mumbai 400 013 and having its regional office at Plot No- 87/1263 and 87/1264.Zone-20, Mouza- Shankarpur,Aigenia, Bhubaneswar,Odisha- 751019, represented by its authorised signatory, hereinafter referred to as the **"KRIDAY REALTY"**, [Kriday Realty is 100% subsidiary of **"Tata Housing Development Co Ltd"**] (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors & permitted assigns) of the **FIRST PART. (KRIDAY REALTY's PAN: - AAECK5447N)**

In favour of

(FOR INDIVIDUALS)

Mr./Ms./Mrs. «Payer Name», R/O- «Street», «Street 2», «Street 3», «House No»«Street 4»«City», «District» -«Postal Code», «Region», «Country». having Income tax PAN No. «PAN CARD NO OF Payer». Hereinafter referred to as the **'SUB-LESSEE(S)'** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) of the **SECOND PART**

OR

(FOR FIRMS)

M/s. _____ a partnership/
 proprietorship firm duly registered and having its office at
 _____ through its authorized signatory partner/
 sole proprietor Mr./ Ms./ Mrs.

R/o _____
 having Income tax PAN No. _____ hereinafter referred to
 as the **'SUB-LESSEE(S)'** (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the **SECOND PART**

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OR
(FOR COMPANIES)

M/s. _____, a company duly registered under Companies Act, 2013 having its registered office at _____ and PAN No. _____ through its duly authorized signatory Mr./ Ms./ Mrs. _____ authorized by board resolution dated _____ hereinafter referred to as the '**SUB-LESSEE(S)**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors & permitted assigns) of the SECOND PART

OR
(FOR TRUST/SOCIETIES)

_____, a _____ trust duly registered under _____ having its registered office at _____ and PAN No. _____ through its duly authorized signatory Mr./ Ms./ Mrs. _____ authorized by its resolution dated _____ hereinafter referred to as the '**SUB-LESSEE(S)**' (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the **SECOND PART**.

JOINTLY WITH*

Mr./Ms./Mrs. «CoApplicant2 Name» R/O- «Coapplicant Street», «Coapplicant Street2», «Coapplicant Street 3», «House No1», «Coapplicant Street 4», «Coapplicant City», «Coapplicant District», «Coapplicant Postal Code», «Coapplicant Region», «Coapplicant Country». having Income tax PAN No. «PAN CARD NO OF CoAp».

*(To be filled up, if the allotment is in the joint names) # (Strike out whatever is not applicable)

Hereinafter jointly and severally referred to as the '**SUB-LESSEE(S)**' (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) of the **SECOND PART**

KRIDAY REALTY and **SUB-LESSEE(S)** are hereinafter individually referred to as the '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS:

- A.** Bhubaneswar Development Authority, having its office at Akash Sobha Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar-751 001, Orissa (India), [hereinafter referred to as "**BDA**"], is a statutory authority constituted and created by the Government of Orissa in the year 1983 under the Orissa Development Authorities Act, 1982 with the objective to take up planned and systematic development of Bhubaneswar Development Plan Area;

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- B. BDA has undertaken development of an integrated residential complex [the **“Said Complex”**] of land measuring 12 acres more or less, bearing Plot Nos. 87/1263 and 87/1264, Mouza No. 20 Shankarpur, Bhubaneswar, Orissa, India, [hereinafter for the sake of brevity referred to as the **“Said Property”**], more particularly described in the First Schedule hereto on Public Private Partnership mode [hereinafter referred to as **“PPP”**]. Tata Housing Development Company Limited, [hereinafter referred to as **“TATA HOUSING”**] was selected being the highest bidder in the Bid conducted by BDA.
- C. TATA HOUSING has pursuant to the terms and conditions of the Request for Proposal [the **“RfP”**] and the Letter of Award [the **“LOA”**] issued by BDA, formed the SPV **“Kriday Realty Private Limited”**.
- D. BDA, TATA HOUSING and KRIDAY REALTY, have entered into the Development Agreement dated 09-12-2011, [hereinafter referred to as the **“Said Development Agreement”**] wherein, KRIDAY REALTY has been appointed as Developer, to develop the Said Property and further is entitled to have and hold leasehold rights of the Said Property.
- E. The Revenue and Disaster Management Department, Government of Orissa, has granted leasehold rights of the Said Property to BDA on 90 (ninety) years long term lease vide Lease Deed dated 08-01-2013 registered vide Registration No. 1131300839/13, registered with Sub-Registrar of Assurances, Khandagiri, [hereinafter referred to as the **“Said Principal Lease”**], on the terms and conditions more particularly described therein. A copy of the plan of the Said Property delineated in bold boundary line is annexed hereto as **Annexure “A”**.
- F. BDA has further granted leasehold rights to KRIDAY REALTY, vide Indenture of Sub-Lease dated 18-02-2013, registered in Book No 1, Volume No 70, under Serial No.1131303737 of 2013, registered with Sub-registrar of Assurances Khandagiri, [hereinafter referred to as the **“Said Lease Deed”**], on the terms and conditions more particularly described therein.
- G. Further, KRIDAY REALTY is seized and possessed of and entitled to develop the Said Property, by constructing buildings and structures thereon consisting of apartments, tenements, dwelling units and premises of all kinds, for residential and/or any other authorized user, together with provision of parking spaces and other necessary amenities and services thereto like club house, landscaped garden, children’s play area, open space on the terms, conditions, stipulations and provisions therein contained to sign and execute the necessary agreements, deeds, documents and writings with SUB-LESSEE(S).
- H. KRIDAY REALTY has submitted necessary plans for building approval and shall commence construction of buildings upon obtaining the requisite approvals in accordance with the plans, designs and specifications.

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- I. KRIDAY REALTY has specifically made it clear that KRIDAY REALTY may change the layout plans/ building plans at its sole discretion and/ or the layout plans/building plans may also change due to any directions / conditions imposed by local authority at any stage, which shall, then be binding on SUB-LESSEE(S) and SUB-LESSEE(S) hereby agree/s that it shall not be necessary on the part of KRIDAY REALTY to seek consent of SUB-LESSEE(S) for the purpose of making any changes in order to comply with such directions, conditions and changes. The layout plans/building plans of the Said Complex as may be amended and approved from time to time shall supersede the proposed tentative layout plans/ building plans and/or previously approved layout plans/building plans as the case may be. KRIDAY REALTY shall also be providing club house, landscaped garden earmarked in addition to multi storied residential buildings KRIDAY REALTY has entered into a standard agreement with its architect, [hereinafter referred to as "the Architect"], who is registered with the Council of Architects, master planners for the project and such agreement is as per the agreement prepared by the Council of Architects, and KRIDAY REALTY has appointed a structural engineer for the preparation of the structural design and drawings of the buildings.
- J. KRIDAY REALTY is constructing buildings in a phased manner on a portion of the Said Property. KRIDAY REALTY shall construct a club house, landscaped garden; however, SUB-LESSEE(S) shall not be entitled to claim any right in respect of the club house, landscaped garden and the land appurtenant thereto, and/ or any of the common facilities in the Said Complex. SUB-LESSEE(S) shall be entitled to use the club house subject to the rules, regulations/ guidelines framed by KRIDAY REALTY and/or Said Organization, as the case may be.
- K. KRIDAY REALTY shall be developing an integrated residential complex, (the Said Complex) proposed to be known as "**ARIANA**" shall be consisting of buildings each consisting of Ground + Upper floors [hereinafter collectively referred to as the "**said Buildings**"].
- L. SUB-LESSEE(S) has/have demanded from KRIDAY REALTY and KRIDAY REALTY has allowed SUB-LESSEE(S) the inspection of all the documents of right, title, interest relating to the Said Property described in the First Schedule hereunder, the Said Principal Lease, the Said Lease Deed, the Said Development Agreement, the plans, designs and specifications of the said buildings prepared by the Architect and of such other relevant documents and SUB-LESSEE(S) has/have confirmed that SUB-LESSEE(S) is/are fully satisfied in all respects with regard to the right, title and interest of KRIDAY REALTY in the said Property including without limitation the said Principal Lease, the said Lease Deed, the said Development Agreement, the term of lease, the obligations and limitations thereunder, the process and procedure of the renewal thereof and the various sanctions/approvals / permissions / documents as may be applicable to the Said Complex known as **ARIANA** as on the date and as applicable from time to time in this regard and has/have fully satisfied himself/herself/themselves/itself regarding right, title and interest of KRIDAY REALTY over

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the Said Property and has fully understood all limitations and obligations in respect thereof.

- M. SUB-LESSEE(S) has/ have apprised himself/herself/themselves/itself of the applicable laws, notifications and rules applicable to the Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by SUB-LESSEE(S) in this regard.
- N. SUB-LESSEE(S) has/has applied to KRIDAY REALTY for allotment to SUB-LESSEE(S) of Apartment No. **«Unit No»** (consisting of **NA** Room Kitchen/ **«Type»** Bedroom Hall Kitchen) on the **«Floor No»rd** floor having approximate Super Area admeasuring **«Sq mt SBA10764»**Sq.mt. equivalent to **«Saleable AreaSq ft»**Sq.ft., [hereinafter referred to as the **“Said Apartment”**]of the Building/Block No. **«Tower No»** [hereinafter referred to as the **“Said Building”**], as shown in the floor plan thereof hereto annexed and marked as **Annexure "B"** and proportionate right in common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the superstructure of the Said Building, more particularly described in Third Schedule written hereunder as for the total consideration of

(a) Basic sale price: **Rs.«Basic Sale Price»/- («Basic Sale Price in words»)**.

(b) Preferential location charges: **Rs.«PLC»/- («PLC in words»)**

(c) Floor rise: **Rs.«Floor Rise amount»/- («Floor Rise amount in words»)**

Collectively amounting to **Rs.«Total Amount AGAIKAO»/- («Total Amount in words»)** [Hereinafter referred to as ‘the total consideration’] and club charges of **Rs.«Club House Dev Amount»/- («Club House Dev Amount in words»)**. The total consideration and club charges are mentioned in the payment schedule as **“AnnexureC”** annexed hereto.

The SUB-LESSEE(S) shall be allotted **01** open /stilt/Basement/**Covered** Car parks **NA** for his/its/their own use.

- O. Relying upon the aforesaid application KRIDAY REALTY has agreed to allot/sub-lease/sub-demise to SUB-LESSEE(S), the Said Apartment at the total consideration and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- P. On or before the execution of these presents, SUB-LESSEE(S) has/ have paid to KRIDAY REALTY a sum of **Rs.«Amount Received»/- («Amount Received in words»)**, being part payment of the total consideration payable hereunder (the payment and receipt whereof KRIDAY REALTY hereby admits and acknowledges) and SUB-LESSEE(S) has/ have agreed and undertaken to pay KRIDAY REALTY, the balance of the agreed total consideration in the manner hereinafter mentioned.

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- Q.** SUB-LESSEE(S) hereby undertake/s that he/she/they/it shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Said Property/ Said Complex.
- R.** SUB-LESSEE(S) further agree/s, declare/s and confirm/s that he/she/they/it shall strictly abide by the terms and conditions of the Said Principal Lease, the Said Lease Deed and the Said Development Agreement and any noncompliance thereof shall amount to breach of these presents which shall entitle KRIDAY REALTY to cancel these presents as per the terms and conditions contained herein.
- S.** SUB-LESSEE(S) has/have represented and warranted to KRIDAY REALTY that SUB-LESSEE(S) has/have the power, competence and authority to enter into and perform this Agreement and has clearly understood his/her/their/its rights, duties, responsibilities and obligations under this Agreement.
- T.** The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:

1. INTERPRETATION

- 1.1** 'Agreement' shall mean the Agreement to Sub-Lease, which is executed by and between KRIDAY REALTY and SUB-LESSEE(S).
- 1.2** 'Apartment' refers to the Residential Apartment given on sub-lease.
- 1.3** 'Common areas' shall mean the areas in the Said Complex, which are used for common use.
- 1.4** 'Date of Possession' shall mean the date of possession shall have meaning ascribed to it as mentioned in Clause 4.2(a) of this Agreement.
- 1.5** 'Maintenance Agency' shall mean the agency appointed by KRIDAY REALTY for carrying out the day to day maintenance of common areas of the Said Complex or appointed by TATA HOUSING and /or KRIDAY REALTY for the upkeep and maintenance of the common areas equipment/s installed for the Said Complex.
- 1.6** 'Said Organization' shall mean and include association/society/ company and/or such other association as permissible under the Law of sub-lessees.
- 1.7** 'Services' shall mean the facilities provided by the Maintenance Agency in the common areas of the Said Complex in accordance with the terms of the Maintenance Agreement executed between KRIDAY REALTY and the Maintenance Agency.

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- 1.8 'Singular' shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
- 1.9 'Show Apartment' shall mean an apartment constructed on the Said Property the dimensions and specifications of which may not be identical with the Said Apartment.
- 1.10 'Super Area' shall mean the Super Area of the Said Apartment, more particularly mentioned in the **Annexure "E"**.

2. **ALLOTMENT/SUB-LEASE**

- 2.1 That KRIDAY REALTY hereby agrees to sub-lease the Said Apartment No. **«Unit No»** admeasuring **«Saleable AreaSq ft»**Sq. Ft. Super Area equivalent to **«Sq mt SBA10764»**sqmtr on **«Floor No»**stfloor in **«Tower No»** building/ Tower / Block in the Said Complex in favour of SUB-LESSEE(S) along with proportionate right to use the common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the superstructure of the Said Building more particularly described in Second Schedule written hereunder.

It is also agreed between the Parties that the proportionate right to use the common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the superstructure of the Said Building shall be considered for the purpose of calculating the consideration for allotment/sub-lease in respect of the Said Apartment.

2.2 **Duration of the Allotment/ Sub-Lease**

The duration of the Allotment/Sub-Lease of the Said Apartment shall be for 90 [Ninety] years subject to further renewal at the prerogative of the BDA and/or KRIDAY REALTY for the unexpired period of the Said Principal Lease, the Said Lease Deed, the Said Development Agreement and on the terms and conditions as specified under the Said Principal Lease, the Said Lease Deed, the Said Development Agreement and applicable laws, including the Rules and Regulations of competent authority at the Price/Premium/Consideration as specified in the Said Lease Deed and the Said Development Agreement.

3. **CONSIDERATION**

3.1 **Consideration:**

That SUB-LESSEE(S) agree/s to pay KRIDAY REALTY for the allotment/sub-lease of the Said Apartment an amount of **Rs.«Total consideration»/-** **«Total consideration in words»** [hereinafter referred to as the "total consideration"] as per the payment plan annexed as **Annexure "C"**, and proportionate right to use the common areas to the extent envisaged hereunder and stipulated undivided interest in the

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land beneath the superstructure of the Said Building for the Said Apartment being the consideration and also for charges including but not limited to proportionate amounts towards the annual lease rent due and payable to BDA, applicable taxes, statutory levies and such other charges as reflecting in the payment plan/schedule (if any) as contained in the list of charges annexed hereto as **Annexure "C1"** along with the list of outgoings as **Annexure "C2"**.

The SUB-LESSEE(S) shall be allotted NA open and 01 stilt/basement/Covered car parks for his own use.

3.2 Monies received:

SUB-LESSEE(S) has/ has paid **Rs.«Amount Received»/-(«Amount Received in words»)** till the execution of these presents for allotment/sub-lease of the Said Apartment to KRIDAY REALTY the receipt whereof, KRIDAY REALTY does hereby admit and acknowledge. SUB-LESSEE(S) agrees/s to pay the balance consideration as per the payment plan annexed herewith annexed as Annexure "C".

3.3 Development Charges:

The External Development Charges (EDC) for the external development / Infrastructure Development Charges which is to be provided by the Orissa Government / BDA will be charged separately on pro rata basis from all Sub-Lessee(s) (taxes extra as applicable), on the basis of the rate fixed by the Orissa Government and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by SUB-LESSEE(S), as and when demanded by KRIDAY REALTY and the payment shall be made by SUB-LESSEE(S) on or before the date mentioned in the intimation/ demand letter issued by KRIDAY REALTY.

3.4 Failure/Delay in Payment:

Time is the essence of the terms and conditions mentioned herein and with respect to SUB-LESSEE(S) obligations to pay the consideration as provided in the payment plan annexed as Annexure "C" along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by KRIDAY REALTY, as the case may be and also to perform or observe all the other obligations of SUB-LESSEE(S) under this Agreement. SUB-LESSEE(S) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement to keep KRIDAY REALTY and/or its agents and representatives, estates and effects indemnified and harmless against the payments and observance and performance of the terms and conditions and also against any loss or damages that KRIDAY REALTY may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or this Agreement.

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If there is delay or default in making payment of the installments of consideration by SUB-LESSEE(S), then SUB-LESSEE(S) shall pay to KRIDAY REALTY interest which shall be charged @ 18% simple interest per annum from the due date of payment of installments of consideration.

In addition to SUB-LESSEE(S) liability to pay interest as mentioned hereinabove, SUB-LESSEE(S) shall also be liable to pay and reimburse to KRIDAY REALTY all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by KRIDAY REALTY for the purpose of enforcing payment of and recovering from SUB-LESSEE(S) any amount/s or due/s whatsoever payable by SUB-LESSEE(S) under this Agreement.

However, if the installments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement by SUB-LESSEE(S), allotment will be cancelled at the sole discretion of KRIDAY REALTY and KRIDAY REALTY shall refund the monies paid by SUB-LESSEE(S) without interest subject to forfeiture of following sums:

- i) Application money or the actual amount paid whichever is higher subject to a maximum of 15% of the total consideration and Interest due upon such default, calculated till date of issue of termination letter and,
- ii) All taxes paid up to the date of cancellation will be forfeited as per the applicable provisions of the scheme opted by KRIDAY REALTY on the date of cancellation,
- iii) Any other charges relating to the transfer of the said Apartment.

Upon such cancellation SUB-LESSEE(S) shall be left with no right or lien on the Said Apartment or on the amount paid till such time. The balance amount shall be refundable to SUB-LESSEE(S) without any interest, within 3 (three) months of such cancellation. The dispatch of Cheque by registered post/speed-post to the last available address with KRIDAY REALTY as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of KRIDAY REALTY or its employees and SUB-LESSEE(S) will not raise any objection or claim on KRIDAY REALTY in this regard. KRIDAY REALTY may at its sole discretion condone the breach committed by SUB-LESSEE(S) and may revoke cancellation of the allotment provided, the Said Apartment has not been re-allotted to other person(s) till such time and SUB-LESSEE(S) agree/s to pay the unearned profits (difference between the booking price and prevailing market value as on the date of re-allotment in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by KRIDAY REALTY. KRIDAY REALTY may at its sole discretion waive the breach by SUB-LESSEE(S) in not making payments as per the payment plan but such waiver shall not mean any waiver in the interest amount and SUB-LESSEE(S) has/have to pay the full amount of interest due.

Upon the cancellation of the allotment, KRIDAY REALTY shall be at a liberty to allot/sub-lease the Said Apartment to any other person(s)/party(s) whomsoever, for such consideration, in such manner and on such terms and conditions as KRIDAY REALTY may in

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its sole, absolute and unfettered discretion think fit and proper and SUB-LESSEE(S) shall not be entitled to raise any objection or dispute in this regard.

However, it is agreed between the Parties that KRIDAY REALTY shall adjust the amount due from SUB-LESSEE(S) first towards the interest due, if any, taxes and then towards consideration.

3.5 Escalation in Price:

That the consideration of the Said Apartment are free of escalation to the extent of increase in prices of construction material and labour by 20% and the same would be absorbed by KRIDAY REALTY but in case the prices of construction material and labour increase higher than 20%, the same shall be added to the cost of the Said Apartment as per the input price index of construction material on pro rata basis. The decision of KRIDAY REALTY in this behalf shall be final, conclusive and binding on SUB-LESSEE(S).

The total consideration is escalation free, save and except increases which SUB-LESSEE(S) hereby agree/s to pay, due to increase in the Super Area, increase in External Development Charges [**EDC**], increase in deposits and charges and all other increases in charges which may be levied or imposed by the Government/ Statutory authorities.

3.6 Alteration in the Layout Plans and Design:

SUB-LESSEE(S) agrees/s and confirm/s that if in the event of any alteration/s / modification/s of the said building resulting in an increase/ decrease in the Super area of the said Apartment as follows:

- (I) In case of increase / decrease up to 2% in the Super area of the Said Apartment shall be acceptable to the SUB-LESSEE(S) and no changes / refund as the case may be will be made.
- (II) In case of increase / decrease beyond 2% up to 10% shall be subject to charges / refund proportionally as the case may be.
- (III) In case of increase / decrease beyond 10%, the SUB-LESSEE(S) shall have an option to cancel this Agreement. In case of cancellation, KRIDAY REALTY shall refund all the monies paid by the SUB-LESSEE(S) without any interest.

In case, any change in plans, specifications or location due to change of plans, permission, consent etc. given by statutory authorities, the same shall be fully binding on SUB-LESSEE(S).

If for any reason(s), KRIDAY REALTY is not in a position to allot the Said Apartment applied for, due to revision of the building plans or for any reasons whatsoever beyond the control of KRIDAY REALTY, KRIDAY REALTY may consider allotment for an alternative apartment and in case of failure to do so, KRIDAY REALTY shall refund only amount deposited, without any interest, and KRIDAY REALTY shall not be liable for payment of any

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compensation on this account whatsoever. Refund of monies paid towards taxes shall be as per the applicable provisions of the scheme opted by KRIDAY REALTY as on the date of cancellation. Should SUB-LESSEE(S) not be interested in the alternate allotment then SUB-LESSEE(S) shall intimate KRIDAY REALTY, his/ her/ their/its non-acceptance within 30 (thirty) days of the dispatch of the intimation from KRIDAY REALTY failing which it will be presumed that SUB-LESSEE(S) has/ have accepted the offer of alternate allotment.

3.7 Computation of the Consideration:

KRIDAY REALTY has made it specifically clear to SUB-LESSEE(S) and after having satisfied himself / herself/ themselves/itself, SUB-LESSEE(S) has/ have understood that the computation of the total consideration of the Said Apartment does not include any element of recovery or payment towards land, construction, running and operation of the common amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by KRIDAY REALTY from SUB-LESSEE(S) in any manner.

KRIDAY REALTY has made clear to SUB-LESSEE(S) that it may be carrying out extensive developmental / construction activities in the future in the entire area falling outside the land beneath the footprint of the Said Building, in which his/ her/ their/its Said Apartment is located and that SUB-LESSEE(S) has/ have confirmed that he/ she/they/it shall not raise any objection or make any claim or default in any payment as and when demanded by KRIDAY REALTY on account of inconvenience, if any, which may be suffered by him/ her/them/it due to such developmental/ construction activities or incidental/ related activities. It is made clear by KRIDAY REALTY and agreed by SUB-LESSEE(S) that all the leasehold rights including the Sub-Lease thereof of the Said Property and other rights thereof (including further allotment/sub-lease rights) of the Said Apartment, and right to use the facilities and amenities, areas under stilts and roof top (other than those within the Said Building and with respect to the land beneath the footprint of the Said Building only), shall vest solely with KRIDAY REALTY and KRIDAY REALTY shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which KRIDAY REALTY may deem fit in its sole discretion. Presently, apart from the land(s) under the footprint of the Said Apartment allotted to SUB-LESSEE(S), KRIDAY REALTY will also be constructing additional buildings and SUB-LESSEE(S) has/ have no objection to the same either now or in future.

Even after handing over the possession to SUB-LESSEE(S), KRIDAY REALTY shall have all the rights on the club house, facilities and amenities therein and all other open areas which will be utilized by KRIDAY REALTY for permitting parties, get-togethers, business meets etc. for which KRIDAY REALTY will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment

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of such charges as may be determined by KRIDAY REALTY / Maintenance Agency. KRIDAY REALTY, relying on this specific undertaking of SUB-LESSEE(S) in this Agreement, has agreed to allot/sub-lease the Said Apartment and undertaking shall survive throughout the occupancy of the Said Apartment by SUB-LESSEE(S) or his/ her/their/its legal representatives, successors, administrators, executors, assigns.

3.8 Mode of Payment:

All Drafts/ Cheque are to be made in favour of "Kriday Realty - Sales Proceeds A/C", payable at Bhubaneswar /at par outstation Cheque shall not be accepted.

If any of the Cheque submitted by SUB-LESSEE(S) to KRIDAY REALTY is dishonored for any reasons then KRIDAY REALTY shall intimate SUB-LESSEE(S) of the dishonor of the Cheque and SUB-LESSEE(S) would be required to tender a Demand Draft of the same amount to KRIDAY REALTY within 10(1ten) days from the date of dispatch of such intimation by KRIDAY REALTY and the same shall be accepted subject to 'Dishonor Charges' of Rs. 2000/- (Rupees Two Thousand only) excluding service tax for each dishonor. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the allotment/Sub-lease would be deemed cancelled at the sole discretion of KRIDAY REALTY.

3.9 Payment of Costs:

- (a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges shall be borne by SUB-LESSEE(S).
- (b) Further, if there is any additional levy, which becomes due after the date of the present agreement rate or charge of any kind attributable to the Said Property/ Said Apartment as a consequence of government, statutory or any other order of the local government, authority, the same if applicable, shall also be paid by SUB-LESSEE(S), on the pro rata basis.
- (c) All statutory charges, VAT, Service tax, and other charges and levies as demanded or imposed by the authorities shall be payable proportionately by SUB-LESSEE(S) from the date of booking as per demand raised by KRIDAY REALTY.
- (d) All annual lease rentals, annual ground rent and annual cess, as determined by BDA and applicable from time to time, shall also be borne by SUB-LESSEE(S), on pro-rata basis.

3.10 Time is the Essence:

The timely payment of installments is the essence of this Agreement. It shall be incumbent on SUB-LESSEE(S) to comply with the terms of payment and the other terms and conditions of this Agreement. If there is any delay or default in making payment of the installments on time by SUB-LESSEE(S), then SUB-LESSEE(S) shall, subject to the consequences as mentioned in Clause No. 3.4 of this Agreement, at the sole discretion of

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KRIDAY REALTY, pay simple interest @ 18% (eighteen percent) per annum to KRIDAY REALTY from the due date of payment of such installments. All the payments made by

SUB-LESSEE(S), KRIDAY REALTY shall adjust the amount first towards the interest due, then the applicable taxes and then towards the consideration.

3.11 The fixtures, fittings and amenities to be provided by KRIDAY REALTY in the Said Apartment and in the Said Building are those that are set out in **Annexure "D"** hereto.

4. POSSESSION

4.1 Condition-precedent:

SUB-LESSEE(S) shall before taking possession of the Said Apartment clear all the dues of KRIDAY REALTY towards the allotted/sub-leased Said Apartment and this Agreement for the Said Apartment executed in his/her/their/its favour after paying registration fee/ charges, stamp duty and other charges/ expenses.

SUB-LESSEE (S) undertake/s to execute and get the deed of sub-lease registered within a period of 15 (fifteen) days from the date of KRIDAY REALTY intimating the same in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses for the registration of the deed of sub-lease. In case, SUB-LESSEE (S) fails or neglects to get the deed of sub-lease registered within the date notified, physical possession of the Said Apartment to SUB-LESSEE (S) may be withheld by KRIDAY REALTY and penalty if any payable under the relevant laws for delay in completion of the registration of deed of sub-lease shall be payable by SUB-LESSEE (S) till the registration of the deed of sub-lease is completed.

4.2 Possession Time and Compensation:

a) KRIDAY REALTY shall endeavor to give possession of the Said Apartment to SUB-LESSEE(S) on or before **31st July 2017** and subject to provisions of sub-clause (b), (c), (d) and (e) also force majeure circumstances and reasons beyond the control of KRIDAY REALTY.

(b) In the event, possession of the Said Apartment is delayed beyond the date as agreed hereinabove interlaid for any reason mentioned then, KRIDAY REALTY shall be entitled to extension of 2 [Two] months (Extended Date) for giving possession of the Said Apartment, failure to hand over possession beyond the Extended Date by the KRIDAY REALTY.

In such an event, the SUB-LESSEE(S) shall be entitled to seek compensation from the expiry of the Extended Date @ 6% (six percent) per annum on the amounts paid till date towards the Sales Price (excluding stamp duty, registration fee, VAT, tax, etc paid to the authorities) of the Said Apartment. The aforesaid compensation shall be payable till date

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of receipt of occupation certificate or any other certificate required for occupation of the Said Apartment (OC Date). Further, the aforesaid compensation, if any accruing, shall be payable/adjustable only at the time of handing over the possession of the

Said Apartment. It is expressly clarified that no compensation shall be payable by the KRIDAY REALTY for any time period beyond the OC Date, irrespective of SUB-LESSEE (S) not taking possession of the Said Apartment.

However, the compensation shall not be paid:

i) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply beyond the extension in case of force majeure circumstances as mentioned hereinabove, and /or

ii) If SUB-LESSEE(S) commit/s any breach of terms and conditions contained herein by SUB-LESSEE(S).

c) Said Complex may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the government /nominated government agency. Since this is beyond the control and scope of KRIDAY REALTY, therefore, SUB-LESSEE(S) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the Said Apartment in the Said Complex.

d) KRIDAY REALTY shall, after the OC Date, intimate the SUB-LESSEE(S) in writing that the Said Apartment is ready for the occupation ("**Intimation**"). The SUB-LESSEE(S) shall within 20 days from the Intimation make payment of the full amount due and payable for the Said Apartment as per the terms of this Agreement. Upon receipt of all amounts due and payable from the SUB-LESSEE(S) as aforesaid, KRIDAY REALTY shall inform the SUB-LESSEE(S) in writing, thereby offering/inviting the SUB-LESSEE(S) to take over possession of the Said Apartment ("**Offer of Possession**"). The SUB-LESSEE(S) shall within a period of 45 days from the date of Offer of Possession complete possession formalities by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as KRIDAY REALTY may prescribe and complete the inspection of the Said Apartment. The SUB-LESSEE(S) shall give at least 7 days prior intimation to KRIDAY REALTY informing his intent to come for possession formalities, including as mentioned in Clause 4.1 of this Agreement.

The SUB-LESSEE(S) shall at the time of inspection take over the physical possession of the Said Apartment, however, in the event, any snags recorded during the inspection, KRIDAY REALTY shall reasonably address the same within a period of 30 days, provided such observations are notified to KRIDAY REALTY on the same day of inspection by the SUB-LESSEE(S) and upon completion of 30 days, the SUB-LESSEE(S) shall take over the

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possession of the Said Apartment, which shall be deemed to be the Date of Possession, irrespective whether the SUB-LESSEE(S) has taken possession or otherwise.

e) In the event the SUB-LESSEE (S) fails to take over the possession of the Said Apartment as mentioned hereinabove, then the same shall lie at his/ her/ their/its risk and cost and SUB-LESSEE (S) shall be liable to pay 1.25 times of the maintenance charges from Offer of Possession till the SUB-LESSEE (S) actually take the possession of the Said Apartment. The aforesaid 1.25 times of maintenance charges shall be over and above the interest payable for delay payments by the SUB-LESSEE (S) under this Agreement. The aforesaid 1.25 times of the maintenance charges interlaid includes any cost towards the maintenance of the Said Apartment.

f) After handing over the possession to SUB-LESSEE (S), KRIDAY REALTY shall have all the rights on the lawns, swimming pool sides (if the same is ready) and all other open areas which will be utilized by KRIDAY REALTY for permitting parties, get-togethers, business meets etc. for which KRIDAY REALTY will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment of such charges as may be determined by KRIDAY REALTY / Maintenance Agency. KRIDAY REALTY, relying on this specific undertaking of SUB-LESSEE (S) in this Agreement, has agreed to allot the Said Apartment and said undertaking shall survive throughout the occupancy of the Said Apartment by SUB-LESSEE(S) or his/ her/their/its legal representatives, successors, administrators, executors, assigns etc.

g) KRIDAY REALTY has made it clear to SUB-LESSEE(S) that KRIDAY REALTY may be carrying out extensive developmental / construction activities in the future in the entire area falling outside the Said Building, in which the Said Apartment is located and that SUB-LESSEE(S) has/ have confirmed that he/ she/they/it shall not raise any objection or make any claim any compensation from KRIDAY REALTY account of inconvenience, if any, which may be suffered by him/ her/them/it due to such developmental/ construction activities or incidental/ related activities.

h) It is agreed by the SUB-LESSEE(S) that the construction and completion of Project will be in phases due to which there will be construction activities on the Said Property and all amenities and infrastructure including club may not be available/operational fully till the completion of construction of all phases and Project and for which SUB-LESSEE(S) shall have no objection during possession.

i) It is clarified that KRIDAY REALTY shall send its intimation regarding the handing over of the possession to SUB-LESSEE(S) at his/her/their/its address as mentioned in the Recitals hereinabove unless modified/altered by way of intimation to KRIDAY REALTY regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter

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at the office of KRIDAY REALTY mentioned herein. SUB-LESSEE(S) shall not be entitled for compensation if SUB-LESSEE(S) has/have defaulted or breached any of the terms and conditions of this Agreement.

4.3 Force Majeure:

SUB-LESSEE(S) agree/s that the allotment/sub-lease and possession of the Said Apartment is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the reasonable control of KRIDAY REALTY, which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which adversely affects KRIDAY REALTY's ability to perform its obligations under this Agreement, and shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, typhoons, hurricanes, storms, landslides, lightning, explosions, and other natural disasters or calamities;
- (b) prolonged failure of energy, revocation of sanctioned Approvals by, court orders/injunctions, change of laws, action and/or order by statutory and/or government authority, third party actions and which are not attributable to KRIDAY REALTY resulting in stoppage of project.;
- (c) Political/Public strikes or lock outs other than strikes initiated by TATA HOUSING, KRIDAY REALTYs' employees and or external agency/ies associated with the project or acts of terrorism, civil commotion, sabotage, plagues etc.;
- (d) non-availability of labour, cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries beyond a period of 3 months from the initial date of non-availability;
- (e) events of war, war like conditions, blockades, embargoes, insurrection, governmental directions and intervention of defense authorities or any other agencies of government, riots,
- (e) acquisition/requisition of the Said Property or any part or portion thereof and or the Said Property or any part or portion thereof by the government or any other statutory authority and such other circumstances affecting the Development of the Said Complex/project.
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a Party from proceeding with implementation of the project as agreed in this Agreement; or
- (h) Any event or circumstances analogous to the foregoing.

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In case of Force Majeure event, KRIDAY REALTY shall be entitled to proportionate extension for delivery of possession of the Said Apartment, depending upon the contingency/ prevailing circumstances at that time. KRIDAY REALTY as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment/sub-lease or if the circumstances beyond the control of KRIDAY REALTY so warrant KRIDAY REALTY may suspend the scheme/project for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by SUB-LESSEE(S) for the period of suspension of scheme/project.

5. ALLOTMENT

5.1 **Right of KRIDAY REALTY:**

The allotment of the Said Apartment is entirely at the discretion of KRIDAY REALTY and KRIDAY REALTY reserves its right to cancel the allotment/sub-lease as per the terms and conditions mentioned herein.

5.2 **Compliance of Rules, Regulations and By-laws:**

Sub-Lessee(s) shall observe all the rules, regulations and bye-laws applicable to the allotment/sub-lease of the Said Apartment and agree/s that it will be used only as per the regulations and designs concerning to the Said Building as approved by BDA. The Said Apartment will be used for the purpose for which it has been allotted/sub-leased and no obnoxious / unauthorized / illegal use will be carried out by the occupant in the Said Apartment/Building. KRIDAY REALTY and the representatives of BDA, have full authority to enter the property after giving 24 hour notice to ascertain and to take action individually or jointly in case SUB-LESSEE(S) or his/her/their nominee(s) /occupant(s) is / are found violating the terms and conditions laid down in this Agreement and to recover as first charge upon the Said Property, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

6. MAINTENANCE

6.1 **Payment of Maintenance Charges:**

SUB-LESSEE(S) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Said Complex/project and other deposits and charges for the various services therein, as may be determined by KRIDAY REALTY or the Maintenance Agency by TATA HOUSING and/or KRIDAY REALTY appointed for this purpose, as the case may be. The appointment of the maintenance agency will be at the sole discretion of TATA HOUSING and/or KRIDAY REALTY and SUB-

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LESSEE(S) shall abide by the decision of KRIDAY REALTY and effect the payment in accordance with the said Agreement.

6.2 Maintenance:

- a) SUB-LESSEE(S) undertake/s to join Said Organization of the Said Apartment and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by KRIDAY REALTY in its sole discretion for this purpose. The SUB-LESSEE(S) shall simultaneous upon the execution of the deed of sublease, execute a limited Power of Attorney in favour of KRIDAY REALTY for the purpose of signing on behalf of the SUB-LESSEE(S) the requisite documents for formation of the Said Organization. Upon completion of the Said Complex/project a Maintenance Agency shall be appointed/ nominated by TATA HOUSING and/or KRIDAY REALTY from time to time at its sole discretion for the maintenance and upkeep of the Said Complex [hereinafter referred to as '**Maintenance Agency**'] and SUB-LESSEE(S) undertake/s to pay the maintenance charges as raised by the Maintenance Agency/KRIDAY REALTY from the date of Offer of Possession irrespective of whether SUB-LESSEE(S) is in occupation of the Said Apartment or not and work is still going on in adjacent buildings and infrastructure facilities including club etc. are not fully completed. In order to secure due performance by SUB-LESSEE(S) in prompt payment of the maintenance charges and other charges /deposits raised by KRIDAY REALTY/ Maintenance Agency, SUB-LESSEE(S) agree/s to deposit, as per the schedule of payment/this Agreement and to always keep deposited with KRIDAY REALTY/ Maintenance Agency as nominated by KRIDAY REALTY, Advance Maintenance Charges ('**AMC**') (interest free, non-refundable) as reflecting in the payment schedule. In case of failure of SUB-LESSEE(S) to pay the maintenance charges or other charges on or before the due date, SUB-LESSEE(S) in addition to permitting KRIDAY REALTY/ Maintenance Agency to deny him/ her/them the maintenance services, also authorizes KRIDAY REALTY/Maintenance Agency to charge penal interest on the amounts so due. SUB-LESSEE(S) hereby authorize/s KRIDAY REALTY to transfer to the Maintenance
- b) Agency, the AMC, after adjusting therefrom any outstanding maintenance charges and/ or other outgoings of SUB-LESSEE(S) when the Maintenance Agency is appointed by KRIDAY REALTY and thereupon KRIDAY REALTY shall stand completely absolved/ discharged and all clauses dealing/concerning the AMC of the application, allotment, sub-lease, this Agreement, as far as, they are applicable to KRIDAY REALTY shall cease to be valid and effective.

In addition to the AMC, the maintenance and other charges will be paid in advance at the sole discretion of KRIDAY REALTY / the Maintenance Agency as per the due date

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mentioned in the intimation letter duly issued by KRIDAY REALTY/ Maintenance Agency Payment will be made to Maintenance Agency and in case of failure to make payment as demanded by KRIDAY REALTY / Maintenance Agency within due date, then

SUB-LESSEE(S) shall be liable to the due amounts with 18% (eighteen percent) simple interest. SUB-LESSEE(S) agree/s to pay the maintenance charges and other deposits and charges to KRIDAY REALTY / Maintenance Agency computed as shown in the Payment Plan herein under.

6.3 Maintenance of Common areas:

It is agreed between the Parties that save and except in respect of the Said Apartment hereby agreed to be acquired by SUB-LESSEE(S), SUB-LESSEE(S) shall have no claim, right, title or interest of any nature or kind whatsoever, except the right of ingress/egress over or in respect of entry and the right of user in the open spaces and all or any of the common areas and basement in the Said Complex.

The possession of the common areas shall remain with KRIDAY REALTY, whose responsibility shall be to supervise the maintenance and upkeep of the same, until the same are handed over to any other body in the Said Complex.

It is made clear that SUB-LESSEE(S) shall have no right to claim partition of the Said Property and/ or common areas/ facilities; even the Said Apartment is not partition able/ severable. The possession of the common areas will always remain with KRIDAY REALTY and/ or its authorized nominee(s) and is not intended to be given to SUB-LESSEE(S) except a limited right to use, subject to payment of all the charges.

6.4 Rights of Maintenance Agency:

It is in the interest of SUB-LESSEE(S) to help the Maintenance Agency for effectively, keeping the Said Apartment, premises and the Said Complex secured in all ways. SUB-LESSEE(S) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. SUB-LESSEE(S) hereby agree/s to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Said Complex and Said Building thereon.

6.5 Right of entry in the said Apartment:

After the possession, SUB-LESSEE(S) shall permit KRIDAY REALTY and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Apartment or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Said Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures, pressure release valves, etc. of other convenience in the Said Complex and also for the purpose of

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laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case SUB-LESSEE(S) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and

KRIDAY REALTY is constrained to effect repairs at its cost, in that event such cost shall be recovered from SUB-LESSEE(S). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. SUB-LESSEE(S) authorize/s KRIDAY REALTY to break open the doors/windows of the Said Apartment and enter into the Said Apartment to prevent any further damage to the other Said Apartment in the Said Complex.

6.6 Delay/ Failure in payment of Maintenance charges:

SUB-LESSEE(S) agree/s and understand/s that the right of entrance to the Said Apartment/ Complex shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by KRIDAY REALTY or the Maintenance Agency appointed by KRIDAY REALTY from time to time and KRIDAY REALTY on its sole discretion can disconnect any or all the services and connections if maintenance and/ or consumption/ usage charges are not forthcoming subject to penal interests as mentioned in the Clause No. 6.2 hereinabove.

6.7 Internal Maintenance:

The scavenging of the common areas will be carried out by KRIDAY REALTY/ Maintenance Agency but those inside the Said Apartment will be carried out by SUB-LESSEE(S) only.

6.8 Sub-Letting/Further Sub-Lease of Said Apartment:

SUB-LESSEE(S) shall not have the right to further sub-lease/sub-let the Said Apartment without prior permission of KRIDAY REALTY. SUB-LESSEE(S) shall take a prior permission of Maintenance Agency, in case of leasing the Said Apartment and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. SUB-LESSEE(S) undertakes to submit the copy of the leave and license / lease agreement along with the police verification of the licensee / tenant to the Maintenance Agency / KRIDAY REALTY.

7. TEMPORARY POSSESSION

7.1 Interior Works:

If SUB-LESSEE(S) intends/s to carry out the interior works in the Said Apartment in terms of the Agreement and seeks temporary possession thereof, KRIDAY REALTY may permit the same, subject to terms and conditions as it may deem fit. SUB-LESSEE(S) agree/s to sign and submit any such documents e.g. undertaking, indemnity as may be desired by the Maintenance Agency / KRIDAY REALTY and SUB-LESSEE(S) agree/s to bear the expenses of the execution of the same.

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8. RIGHTS AND OBLIGATIONS OF SUB-LESSEE(S)

8.1 Compliance of Laws:

That SUB-LESSEE(S) shall comply with all the legal requirements as required for the allotment/sub-lease of immovable property, as and when applicable. SUB-LESSEE(S) has specifically agreed with KRIDAY REALTY that the allotment/sub-lease of the Said Apartment shall be subject to strict compliance of code of conduct and housing rules that may be determined by KRIDAY REALTY for occupation and use of the Said Apartment and such other conditions as per the applicable laws and further SUB-LESSEE(S) does/do hereby confirm/s and agree/s to abide by all the rules and regulations of the Maintenance Agency/ KRIDAY REALTY as would be formed later on amongst all the occupants /SUB-LESSEE(S). SUB-LESSEE(S) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer/allotment/sub-lease of the Said Apartment and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by SUB-LESSEE(S) alone.

8.2 Foreign Exchange Management Act (FEMA):

If SUB-LESSEE(S) is a resident/company incorporated outside India or having Non Resident Indian (NRI) status, then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) ACT and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority / KRIDAY REALTY the amount paid towards consideration will be refunded by KRIDAY REALTY as per terms of cancellation of post allotment as mentioned in the application without any interest subject to forfeiture mentioned in Clause 3.4 hereinabove and the allotment cancelled forthwith and KRIDAY REALTY will not be liable in any manner on such account.

8.3 Loans:

SUB-LESSEE(S) may obtain finance from any financial institution/bank or any other source for sub-lease of the Said Apartment at their cost and responsibility. SUB-LESSEE(S) obligation to take in lease the Said Apartment in the Said Complex pursuant to this Agreement shall not be contingent on SUB-LESSEE(S) ability or competency to obtain such financing and SUB-LESSEE(S) will remain bound under this Agreement. KRIDAY REALTY shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Said Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then SUB-LESSEE(S) shall not make such refusal/ delay an excuse for non-payment of any installments / dues to within stipulated time as per the payment plan.

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8.4 Putting up Sign Board:

SUB-LESSEE(S) undertake/s that he / she/they shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Said Building, inside the glass window or, anywhere on the exterior or Common areas or at such places, which are objectionable to KRIDAY REALTY, Maintenance Agency and BDA and shall be entitled to display his name plate only at the proper place, provided for the said Apartment and in the manner approved by KRIDAY REALTY.

8.5 Hazardous Chemicals / Material etc.:

SUB-LESSEE(S) shall not keep any hazardous, explosive, inflammable chemicals / material etc., which may cause damage to the Said Building. SUB-LESSEE(S) shall always keep KRIDAY REALTY harmless and indemnified for any loss and damages in respect thereof.

8.6 Commitment:

SUB-LESSEE(S) agree/s that SUB-LESSEE(S) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers as required to be signed, in pursuance to the transactions and do all the acts, deeds and things as KRIDAY REALTY may require for safeguarding the interest of KRIDAY REALTY and / or SUB-LESSEE(S) in the Said Complex including in particular, the requirement of the Income Tax Act 1961.

8.7 Inspection:

SUB-LESSEE(S) undertake/s to permit KRIDAY REALTY or its authorized representative and/or the Maintenance Agency and/or their authorized representatives at all reasonable hours, to enter the Said Apartment for the purpose of inspection / maintenance while performing their duty.

8.8 No Dues Certificate:

SUB-LESSEE(S) shall not assign, transfer, lease, sub-lease alienate, gift or part with possession of the Said Apartment, without taking 'No Dues Certificate' [NOC] from KRIDAY REALTY and/or the Maintenance Agency and/or Said Organization, regarding the maintenance charges payable for the Services. The NOC may be issued subject to nominal fee, at the sole discretion of KRIDAY REALTY and the prevailing laws in respect thereof in the State of Orissa.

8.9 Transfer/Allotment/Sub-lease:

SUB-LESSEE(S), cannot transfer/allot/further sub -lease the registration, booking or allotment in favour of a third party for twelve (12) months from the date of allotment of the Said Apartment by KRIDAY REALTY unless approved by KRIDAY REALTY, who may at its sole discretion permit the same on payment of transfer charges 3% (three percent) of the consideration (taxes extra) for the Said Apartment and any other administrative charges as may be fixed by KRIDAY REALTY from time to time, submission of *inter alia*

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affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by KRIDAY REALTY subject to clearing all the sums due and payable on the date of request. Stamp duty as applicable on such transfer shall be paid by the transferor/ transferee. SUB-LESSEE(S) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to SUB-LESSEE(S) that as understood by KRIDAY REALTY at present there are no instructions/directions of the competent authority to restrict any nomination/ transfer/ assignment of the allotted Said Apartment. However, in the event of any imposition of such instructions/directions at any time after the date of this application to restrict nomination/ transfer/ assignment of the Said Apartment by any authority or payment of the stamp duty or any other charges through any order, KRIDAY REALTY will have to comply with the same and SUB-LESSEE(S) has specifically noted this and shall abide by the same.

However, transfer of the Said Apartment may be allowed by KRIDAY REALTY for 12 (twelve) months from the date of allotment subject to transfer fees of Rs.10, 000/- (Rupees Ten Thousand only) [taxes extra] in case such transfer is in favour of the spouse or child, parents or brother or sister of the either SUB-LESSEE(S) and the parties to this Agreement should only join as parties in the deed of sublease/ final definitive document in respect of the Said Apartment.

8.10 Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy:

If KRIDAY REALTY or Maintenance Agency decides to apply for additional load and thereafter receives permissions from Appropriate Authority/Any other body /Licensing authority constituted by the Government of Orissa for such purpose, to receive and distribute bulk supply of electrical energy in the Said Complex/Said Building then SUB-LESSEE(S) undertake/s to pay on demand to KRIDAY REALTY/ Maintenance Agency, the proportionate share of all deposits and charges, cost of KRIDAY REALTY to do the infrastructure/ electrical equipment, cable and other accessories required for Said Building, paid/payable to Appropriate Authority/ Any other body/ Licensing Authority as determined by KRIDAY REALTY, failing which the same shall be treated as unpaid portion and the conveyance of the Said Apartment shall be withheld till full payment thereof is received by KRIDAY REALTY, proportionate share of cost incurred by KRIDAY REALTY for creating infrastructure like HT feeder, EHT substation etc. shall also be payable by SUB-LESSEE(S) on demand. Further, in case of Bulk supply of electrical energy, SUB-LESSEE(S) agree/s to abide by all the terms and conditions of the sanction including but not limited to waiver of SUB-LESSEE(S) rights to apply for individual/direct electrical supply connection directly from Appropriate Authority/Any other body responsible for supplying of electrical energy. SUB-LESSEE(S) agree/s to pay increase in the deposits, charges for bulk supply of electrical energy.

SUB-LESSEE(S) shall plan and distribute its electrical load in conformity with the electrical systems installed by KRIDAY REALTY. SUB-LESSEE(S) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining Electricity, Power back-up facility, etc. as and when required by KRIDAY REALTY.

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8.11 Common Equipment's:

That it is agreed and accepted by SUB-LESSEE(S) that upon creation / incorporation of Said Organization , the common equipment's pertaining to power back-up, etc. shall be transferred in favour of the Said organization and that unless agreed KRIDAY REALTY / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of KRIDAY REALTY is limited to installation of the said equipment only for the first time.

8.12 Infrastructure costs:

Infrastructure costs like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities will be applicable/ charged at actuals as determined at the time of handover.

8.13 Change of Address :

In case of any change in address of SUB-LESSEE (S), SUB-LESSEE (S) shall intimate the new/changed address in writing or by email to KRIDAY REALTY and/or Said organization.

8.14 Modification in Terms of this Agreement:

The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties. SUB-LESSEE(S) further agree/s that any supplementary agreement, if executed, between KRIDAY REALTY and SUB-LESSEE(S) shall remain the integral part of this Agreement.

8.15 Real Estate (Regulation of Development) Act 2011:

It is agreed by and between the Parties that Real Estate (Regulation of Development) Act 2011 is likely to be in force. If due to that Act there is any change in the structure of this Agreement in terms including but not restricted to amendments thereto, all the recommendations which need to be incorporated shall be so incorporated in this Agreement/ or a revised agreement will be executed and SUB-LESSEE(S) has/have no objection to the same as long as the transaction to the Said Apartment applied for and other terms and conditions remain the same.

It may involve restructuring/ or rewriting of this Agreement with the proportionally increased consideration/price on the Super Area or carpet area basis or built up area basis or revision of method, terms or consideration/price payable on any other basis for compliance of the terms, act, bylaws of the said Act but the total consideration/price payable for the Said Apartment and other terms and conditions contains herein shall remain unchanged.

8.16 Internal Maintenance:

That it is understood by SUB-LESSEE(S) that the internal maintenance of the Said Apartment shall always remain the responsibility of SUB-LESSEE(S).

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8.17 Compliance of Environmental laws:

SUB-LESSEE(S) hereby agree/s and undertake/s that he/she/they shall always maintain the ecological harmony.

8.18 (a) Installation of Air Conditioners or Heaters:

SUB-LESSEE(S) agree/s not to fix or install air conditioners or heaters in the Said Apartment, save and except at the places which have been specified in the Said Apartment for the installation nor in any way disturb the external façade of the said Apartment.

(b) Installation of Window Antenna:

SUB-LESSEE(S) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the Said Building except by the prior sanction of KRIDAY REALTY and at places earmarked by KRIDAY REALTY.

8.19 Use as per sanctioned building plans:

It is clearly understood & agreed by SUB-LESSEE(S) that the Said Apartment shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. SUB-LESSEE(S) hereby agree/s to indemnify KRIDAY REALTY and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of SUB-LESSEE(S) and any consequences arising therefrom shall be borne by SUB-LESSEE(S) alone.

8.20 Applicability of Provisions:

It is clearly understood and agreed by and between the Parties that all the provisions contained herein and the obligation arising hereunder in respect of the Said Complex/project shall equally be applicable to and be enforceable against any and all occupiers, tenants, assignees, nominees, licensees,

SUB-LESSEE(S) and/or subsequent lessee(s)/ assignees/nominees of the Said Apartment as the said obligation go along with the Said Complex/ project for all intents and purposes.

8.21 Mischief:

SUB-LESSEE(S) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of the Said Complex or of other sub- lessee(s) /occupants.

8.22 Architect Certificate:

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The certificate given by the Architect / engineer in respect of the computation of the Super Area/allotted area in respect of the flat/unit shall be final and cannot be questioned by SUB-LESSEE(S).

9. RIGHTS AND OBLIGATIONS OF DEVELOPER

9.1 Club House:

- a) That KRIDAY REALTY proposes to develop a club house in the Said Complex subject to the permission/ sanctions from the statutory bodies for the purpose of social activities subject to payment of appropriate charges as fixed by KRIDAY REALTY/ Maintenance Agency at its sole discretion. This club house may be developed and handed over in the last phase of development of the Said Complex.
- b) The club house, landscaped garden and all other open areas and other facilities and utilities as may be provided by KRIDAY REALTY in the project shall be managed by KRIDAY REALTY and/or its nominee(s) and/or Said organization or a third party appointed for the purpose. SUB-LESSEE(S) shall not interfere in the same. In all eventualities the ownership of the landscaped garden and club house, the Said Building, etc. and rights in the land underneath shall continue to vest in BDA irrespective of the fact that its leasehold rights and management is with KRIDAY REALTY and/ or nominee(s) and/or Said organization or a third party appointed for the purpose. SUB-LESSEE(S) shall be entitled to have access to the club house and landscaped garden as per KRIDAY REALTY rules and regulations subject to availability and on payment of such charges as may be fixed by KRIDAY REALTY from time to time.

9.2 Abandonment:

In case KRIDAY REALTY is forced to abandon the Project due to Force Majeure reasons, then KRIDAY REALTY shall be liable to refund the amount paid by SUB-LESSEE(S) without any interest or compensation within 6 (six) months from the happening of such eventuality. In consequences of KRIDAY REALTY abandoning the scheme, KRIDAY REALTY's liability shall be limited to the refund of the amount paid by SUB-LESSEE(S) without any interest or compensation, whatsoever.

9.3 Lien and Charge:

KRIDAY REALTY shall have the first lien and charge on the said Apartment for all its dues and other sums payable by SUB-LESSEE(S) to KRIDAY REALTY.

9.4.1 Raising of funds:

- (a) SUB-LESSEE(S) hereby declares/s and confirm/s that KRIDAY REALTY has prior to the execution hereof, specifically informed SUB-LESSEE(S) that:-

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- (i) KRIDAY REALTY may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to KRIDAY REALTY to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to KRIDAY REALTY by the said Bank,
- KRIDAY REALTY creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;
- (ii) The title deeds relating to the said Property described in the First Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to KRIDAY REALTY under the said line of credit arrangement; and
- (iii) KRIDAY REALTY has prior to the execution hereof, caused the said Banks to release the said Apartment from the aforesaid security created in their favour.
- (b) KRIDAY REALTY specifically reserves its right to offer the said Property along with the construction thereon or any part thereof (save and except the Said Apartment), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body(hereinafter referred to as other lenders), who have advanced or may hereafter advance credit, finance or loans to KRIDAY REALTY and SUB-LESSEE(S) has/have given and granted his/her/ their specific and unqualified consent and permission to KRIDAY REALTY for doing the same.
- (c) SUB-LESSEE(S) hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by KRIDAY REALTY hereafter in this regard, and within 7 (seven) days of receiving KRIDAY REALTY's written intimation in this regard, sign, execute and give to KRIDAY REALTY, and in such form as may be desired by KRIDAY REALTY any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for KRIDAY REALTY offering and giving the said Property and/or the said Buildings and/or the other buildings and structures proposed to be constructed on the said Property by KRIDAY REALTY or any part thereof (save and except the said Apartment), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of SUB-LESSEE(S) shall be of the essence of the contract, and that on the basis of the declaration,

Agreement, undertaking, covenant, confirmation and assurance made/given by SUB-LESSEE(S) herein, KRIDAY REALTY has entered into this Agreement.

9.5 Mortgage:

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9.5 (a) KRIDAY REALTY hereby declares and confirms that KRIDAY REALTY has prior to the execution hereof, specifically informed SUB-LESSEE(S) that:-

(i) KRIDAY REALTY may in future have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), for

obtaining a line of credit to KRIDAY REALTY to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to KRIDAY REALTY by the said Bank, KRIDAY REALTY may create or cause to be created mortgages/charges on the land(s) and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;

(ii) The title deeds relating to the Said Property may require to be deposited with the said Banks as security (along with other securities) for repayment of the loans which may be advanced hereafter by the said Banks to KRIDAY REALTY under the said line of credit arrangement; and

(iii) If KRIDAY REALTY creates mortgage, KRIDAY REALTY shall cause the said Banks to release the Said Apartment from the aforesaid security created in their favour, if SUB-LESSEE(S) so intend/s.

(b) KRIDAY REALTY specifically reserves its right to offer the Said Property along with the construction thereon or any part thereof, as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to KRIDAY REALTY, and SUB-LESSEE(S) has/have given and granted his/her/ their specific and unqualified consent and permission to KRIDAY REALTY for doing the same.

(c) SUB-LESSEE (S) hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they shall, if and whenever requested by KRIDAY REALTY hereafter in this regard, and within 7 (seven) days of receiving KRIDAY REALTY's written intimation in this regard, sign, execute and give to KRIDAY REALTY, in such form as may be desired by KRIDAY REALTY, any letter or other document recording his/her/their specific, full, free and unqualified consent and permission for KRIDAY REALTY offering and giving the Said Property and/or the Said Building and/or the other buildings and structures proposed to be constructed on the Said Property by KRIDAY REALTY or any part thereof as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of SUB-LESSEE(S)

shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/ given by SUB-LESSEE(S) herein, KRIDAY REALTY has entered into this Agreement.

9.6 Telecommunication:

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It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Said Complex, it is agreed that KRIDAY REALTY shall regulate the entry of telecom agency/ services including dish antenna, Television cable operator/ agency/ services in the Said Complex.

10. USES

10.1 **Alteration/ Demolish/ Destroy of Structure:**

SUB-LESSEE(S) undertake/s that he/ she/they shall not alter/ demolish/ destroy or cause to demolish/ destroy any structure of the Said Apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. That SUB-LESSEE(S) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Apartment in any form. SUB-LESSEE(S) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of KRIDAY REALTY. That SUB-LESSEE(S) shall not remove any walls of the allotted Said Apartment including load bearing walls/ structure of the same, shall remain common between SUB-LESSEE(S) and KRIDAY REALTY of the adjacent Premises.

SUB-LESSEE(S) is/are aware that the Said Building is constructed using RCC frame structure and partially or fully removing of wall would cause serious structural damage to the said Buildings. Hence, SUB-LESSEE(S) agree/s that SUB-LESSEE(S) shall not any time hereafter, make any other structural additions/ alterations of a permanent nature therein, and/or remove any wall either partly or fully. Further, SUB-LESSEE(S) agree/s that he/ she/ they shall not construct/ erect any brick or masonry wall/ partition in the Said Apartment. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of SUB-LESSEE(S) shall be of the essence of the contract SUB-LESSEE(S) agree/s that Topcon screws or specialized tools designed for RCC walls shall be used to drive nails in the wall.

SUB-LESSEE(S) shall not make any changes in the electrical and plumbing lines in the Said Apartment. SUB-LESSEE(S) shall keep the portion, sewers, drains and pipes in the Said Apartment and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the Said Building in which the Said Apartment is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls,

slabs or RCC parrdis or other structural members in the Said Apartment, without the prior written permission of the KRIDAY REALTY/ Said organization and wherever necessary, without the prior written permission of the concerned government, local and public

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bodies and authorities; and licensed structural engineer in case of modifications /alterations to structural members.

10.2 Blockade or Hindrance to Common Passages, Veranda Terraces or Balcony:

That SUB-LESSEE(S) shall not use the Said Apartment in the manner, so as to cause blockade or hindrance to common passages, veranda, basement, lift lobbies, emergency

staircase or terraces. No common parts of the Said Building will be used by SUB-LESSEE(S) for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. If any of the dogs / pets dirty the Compound or any other common area of the Said Complex, SUB-LESSEE(S) will be solely responsible for cleaning the same and to ensure that pets are properly taken care of. Balcony cannot be covered by grill as it will be used for rescue purpose in case of any emergency.

10.3 Nuisance Activities:

SUB-LESSEE(S) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Said Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

10.4 Possession of the Common areas:

SUB-LESSEE(S) shall have no right to claim partition of the Said Property and/ or common areas/facilities; even the Said Apartment is not partition able. The possession of the common areas will always remain with KRIDAY REALTY and/or the Maintenance Agency appointed by KRIDAY REALTY and is not intended to be given to SUB-LESSEE(S) except a limited right to user subject to payment of all charges.

11. INDEMNITY

11.1 Special, Consequential or Indirect Loss:

SUB-LESSEE(S) acknowledges/s that KRIDAY REALTY shall not be liable to SUB-LESSEE(S) for any special, consequential or indirect loss arising out of this Agreement. SUB-LESSEE(S) further indemnifies KRIDAY REALTY of any damage caused to the Said Apartment/ Building/ Complex, while performing the alteration by him/ her/ them or his/her/their deputed personnel.

11.2 Abide by Terms and Conditions:

SUB-LESSEE(S) hereby agree/s that he/she/they shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, SUB-LESSEE(S) shall be liable for

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such act, and if any loss is occasioned to KRIDAY REALTY, SUB-LESSEE(S) shall indemnify KRIDAY REALTY, for such loss.

11.3 Further Covenants:

SUB-LESSEE(S) hereby covenant/s with KRIDAY REALTY to pay from time to time and at all times, the amounts which SUB-LESSEE(S) is/are liable to pay as agreed herein and to

observe and perform all the covenants and conditions of booking and allotment/sub-lease. SUB-LESSEE(S) hereby covenant/s to keep KRIDAY REALTY and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that KRIDAY REALTY may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by SUB-LESSEE(S).

12. INSPECTION

12.1 BDA, KRIDAY REALTY and/ or their authorized representatives shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to SUB-LESSEE(S) to enter upon the Said Apartment for the purpose of inspecting the services in the Said Apartment and for carrying out maintenance work in the Said Apartment.

13. AGREEMENT TO SUB-LEASE CHARGES

13.1 Stamp Duty and Registration Charges:

The stamp duty, registration fee/ charges and other expenses paid on the execution of this Agreement/ shall be borne by SUB-LESSEE(S).

13.2 Prior Intimation:

SUB-LESSEE(S) cannot further sub- lease or part with possession of the Said Apartment, without the prior intimation of SUB-LESSOR(S). In such an event, it shall be the responsibility of SUB-LESSEE(S) to continue to pay the charges pertaining to the Said Apartment of whatsoever nature payable under this Agreement to KRIDAY REALTY. SUB-LESSEE(S) further undertake/s that he/she/they shall not divide/ sub-divide the Said Apartment in parts without the prior consent of KRIDAY REALTY, except the partitions, additions, and alterations as provided in this Agreement.

It is further agreed by SUB-LESSEE(S) that he/ she/ they shall make sure that in the event the Said Apartment is transferred/or SUB-LESSEE(S) give/s temporary possession to any

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third party, such third party shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which KRIDAY REALTY requires necessary for safeguarding its interest in the Said Complex.

14. DISCLAIMER

A. FOR SHOW APARTMENT

14.1 Standard fittings:

SUB-LESSEE(S) agree/s and understand/s that all the materials and fittings which are exhibited in the show Apartment may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Apartment agreed to be constructed.

14.2 Interiors:

SUB-LESSEE(S) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the show Apartment are provided only to give a vision of a furnished apartment as per the advice of the interior designer. The layout of the show Apartment may have been changed at some places as per the advice of the interior designer.

14.3 Dimensions:

SUB-LESSEE(S) also agree/s and understand/s that the dimensions and the area of the Said Apartment, which is agreed to be constructed, shall vary from this show Apartment based on the floor, block and location of the said Apartment.

B. FOR RESIDENTIAL APARTMENT

14.4 Dimensions:

Internal dimensions are measured from unfinished wall to wall. Dimension between finished (with Plaster, POP and Paint) walls, will be lesser than indicated. Balcony dimensions are measured from the outer edge.

15. TERMINATION

15.1 Should SUB-LESSEE(S) fail to perform or observe the stipulation contained herein, KRIDAY REALTY shall have the right to terminate this Agreement subject to forfeiture as mentioned in Clause No. **3.4** hereinabove as the liquidated damages for such breach of contract.

15.2 It is further agreed by SUB-LESSEE(S) that these presents shall be co-terminus with the termination of either the Said Principal Lease, the Said Development Agreement and the Said Lease Deed as the case may be in such event SUB-LESSEE(S) shall not be entitled to any compensation except the refund of amounts paid by SUB-LESSEE(S) (without interest, subject to deduction of taxes paid/ payable) from KRIDAY REALTY and SUB-LESSEE(S) agree/s not to raise any dispute regarding the same.

16. SETTLEMENT OF DISPUTES

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16.1 Mutual Discussion:

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof

and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion.

16.2 Arbitration Clause:

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the Parties hereto or their respective heirs, legal representatives, successors, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the Parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by KRIDAY REALTY. The award of the arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language.

17. JURISDICTION**17.1 Determination of Legal Relations:**

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

17.2 Court Jurisdiction:

Subject to Clause No. 16.2 the Courts of Orissa alone shall have the jurisdiction in all matters arising out of/touching and/or concerning the application and/or this Agreement.

18. NOTICE**18.1 No Obligation:**

It is clearly agreed and understood by SUB-LESSEE(S) that it shall not be obligatory on the part of KRIDAY REALTY to send reminders regarding the payments to be made by SUB-LESSEE(S) as per the Payment Plan or obligations to be performed by SUB-LESSEE(S) under the terms and conditions of this Agreement or any further document signed by SUB-LESSEE(S) with KRIDAY REALTY.

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18.2 Communication Address:

SUB-LESSEE(S) shall get registered his/ her/ their communication address and email address with KRIDAY REALTY at the time of booking and it shall be the sole

responsibility of SUB-LESSEE(S) to inform KRIDAY REALTY about all subsequent changes, if any, in his/ her/ their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by SUB-LESSEE(S) at the time, when those should ordinarily reach such address and he/ she/they shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the Said Apartment must be mentioned clearly.

18.3 Communication Mode:

KRIDAY REALTY will communicate with SUB-LESSEE(S) mainly through emails unless SUB-LESSEE(S) do not have an official e-mail address. SUB-LESSEE(S) may communicate with KRIDAY REALTY using officially notified e-mail id. All Notices/ Letters of communication to be served on SUB-LESSEE(S) as contemplated by this Agreement shall be deemed to have been duly served, if sent to SUB-LESSEE(S) or to the Second SUB-LESSEE(S) in case of Joint Allotment/Sub-Lease at the postal address given by SUB-LESSEE(S). However, any change in the address of the SUB-LESSEE(S) shall be communicated to KRIDAY REALTY through registered post within 7 (Seven) days of such change. In case there are joint SUB-LESSEE(S) all communication shall be sent by KRIDAY REALTY to SUB-LESSEE(S) whose name appears first, at the postal address given by him/her for mailing and which shall for all purpose be considered as served to all SUB-LESSEE(S) and no separate communication shall be necessary to the other named SUB-LESSEE(S). SUB-LESSEE(S) confirm/s that he/ she/they does not have any objection for KRIDAY REALTY sending communication via telephone or e-mail regarding its upcoming projects and related offers.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Said Property)

ALL THOSE pieces and parcels of land or ground bearing Revenue Plot No. 87/1264 admeasuring 7.990 Acres and Plot No. 87/ 1263 admeasuring 4.010 Acres, both together admeasuring 12 Acres situated at Mouza-Shankarpur, Khurda District under the jurisdiction of Khandagiri Sub Registrar, Bhubaneswar and bounded as follows:

North: Plot Nos. 1, 87
 South: Plot Nos. 2, 3, 4, 5, 7, 8, 1253, 53, 1254, 56, 86, 90, 89, 88, 1263.
 East: Millan Sheet No. 2, Plot No. 137.
 West: Sarahada Mouza Piakarpur

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**THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:
(Description of the Said Apartment)**

Residential Apartment No. **«Unit No»** admeasuring **«Saleable AreaSq ft»** Sq. Ft. Super Area **NA** equivalent to **«Sq mt SBA10764»** Sq. Mtrs Super Area on **«Floor No»th** floor in **«Tower No»** building/ Tower / Block and **01** ~~open /stilt/~~ **basement** Car parks No_____ in the Complex **ARIANA** along with proportionate right in Common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the superstructure of the Said Building.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED SEALED AND DELIVERED)
 The within named)
KRIDAY REALTY PRIVATE LTD)
 PAN No. **AAECK5447N**)
 Through its authorized signatory)
 Mr. _____)
 In the presence of Witnesses;)
 1. _____)
 2. _____)

SIGNED SEALED AND DELIVERED)
 The within named **Sub-lessee No. 1**)
 Mrs. **«Payer_Name»**)
 PAN No. **«PAN_CARD_NO_OF_Payer»**)

The within named **Sub-lessee No. 2**)
 Mr. **«CoApplicant2_Name»**)
 PAN No. **«PAN_CARD_NO_OF_CoAp»**)

In the presence of Witnesses;)
 1. _____)
 2. _____)

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 Signature of Sub-Lessee(s)

ANNEXURE "A"
MAP OF THE SAID PROPERTY

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Signature of Sub-Lessee(s)

ANNEXURE "B"
FLOOR PLAN OF THE SAID APARTMENT

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ANNEXURE "C"
PAYMENT PLAN

ANNEXURE "C1"
LIST OF CHARGES

Sr. No.	Particulars	Amount
1.	Maintenance charges as per Clause 6.1	As per actuals
2.	Legal costs, charges and expenses including for the preparation of all necessary documents, including the Agreement to Sub-Lease/ Transfer in favour of the Said organization formation charges.	As per actuals
3.	Deposit for stamp duty and registration fees payable in respect of the Agreement to Sub-Lease/Transfer of the said Property and the said Buildings in favour of the Said organization, is formed, the stamp duty and registration fees payable in respect of the Declaration and Deed/s of Apartment and other related/incidental instruments and documents.	As per actuals
4.	Share money & application/entrance fee for membership of the Said organization	As per actuals
5.	Consultants/Retainer's fees and charges and other costs and expenses payable for finalization of the property tax etc. of the said Property.	As per actuals
6.	Charges for water connection	As per actuals
7.	Electrical Meter Charges	As per actuals
8.	Charges/Taxes towards betterment/development of premises including amenities, etc.	As per actuals
9.	Contingency Fund (interest free)	As per actuals
10.	Infrastructure Development charges	As per actuals
11.	Interest free security deposit (IFMS)	As per actuals
12.	Total	As per actuals

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ANNEXURE "C2"
LIST OF OUTGOINGS

1. Insurance premium payable in respect of obtaining Common area insurance for the said Buildings and the equipment's in the Said Property.
2. All municipal taxes, imposition, levies and cesses imposed by BDA, Gram Panchayat/Zilla Parishad and/or any other local authority, including the water tax and water charges, N.A. Charges to Revenue Authorities.
3. Expenses required for the day-to-day maintenance and management of the Said Building and other related common areas, salaries of such management staff and support staff and maintenance and management of common area lights in the passage and common areas, landscaped garden, watch and ward and other staff and general security staff.
4. Costs of cleaning and lighting the passages, landings, staircases and other parts of the Said Building as enjoyed or used by SUB-LESSEE(S) in common as aforesaid.
5. Expenses incurred for facility management including payments to third party vendors along with applicable service charges and taxes.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Contingency fund as may be determined by KRIDAY REALTY/ Maintenance Agency
8. Such other expenses and outgoings as may become necessary to be recovered in the discretion of KRIDAY REALTY/ Maintenance Agency.
9. Charges, Security deposits, electricity board/ utilities for securing services, etc.
10. Cost of working and maintenance of sewage treatment plant/ Club House.
11. Cost of working and maintenance of landscaped gardens, R.G. areas, and internal roads.

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12. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
13. Transportation Charges
14. Taxes/levies/statutory charges, as may be applicable from time to time.

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ANNEXURE D
LIST OF FIXTURES, FITTINGS AND AMENITIES

Signature of Kriday Reality



Signature of Sub-Lessee(s)

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Signature of Sub-Lessee(s)

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ANNEXURE E

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the total consideration in respect of the said Apartment & Facilities, shall be the sum of apartment area of the Said Apartment, its pro rata share of common areas in the entire Said Building and pro rata share of other common areas outside Said Apartment/Building earmarked for use of all SUB-LESSEE(S) in **ARIANA** which excludes the club house and swimming pool, toilets, change room, multipurpose hall, gymnasium etc.

Whereas the apartment area of the Said Apartment shall mean entire area enclosed by its periphery walls including area under wall, columns, balconies, cupboards and lifts etc. and half the areas of common walls with other premises/apartments, which form integral part of Said Apartment and common areas shall mean all such parts/areas in **ARIANA** which SUB-LESSEE(S) shall use by sharing with other occupants of the **ARIANA**, including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, under the staircases, circulating areas/ common corridors and water tanks, underground water tanks & pump room, electric substation, DG set room, electric meter rooms, panel rooms, all rooms providing common services, maintenance office, stores, security room, society office, garbage room, fire control room, helipad and architectural feature, if provided.

Super Area of the Said Apartment provided with exclusive open terrace/exclusive gardens, shall also include these areas. SUB-LESSEE(S) however, shall not be permitted to cover such terrace and shall use the same as open terrace only and in no other manner whatsoever.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing the total consideration in respect of the Said Apartment only and that the inclusion of common areas within Said Building for the purpose of calculating the Super Area does not give any right, title or interest in common areas to SUB-LESSEE(S), except the right to use the common areas by sharing with other occupants in the Said Building subject to timely payment of maintenance charges.

'Super Area' shall mean and include the covered area, inclusive of the area enclosed by the periphery walls, area under the columns and walls, half of the area of walls common with other premises, cupboards, area utilized for the services viz. area under staircases, circulation area, walls, lifts, and lift machine rooms, shafts, passages, corridors, lobbies and refuge areas, common toilets, machine rooms, all electrical, plumbing and fire shafts, club house, common services STP, UGT, DG rooms and panel, basement entrance lobbies, private /exclusive gardens /terrace AHU's, and pantries or any other areas which have been paid for or constructed by KRIDAY REALTY for common use.

Signature of Kriday Reality



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Signature of Sub-Lessee(s)