

DEED OF SUB-LEASE

This DEED OF SUB-LEASE ("Deed") is made on this _____ day of _____, 20_____

BY AND BETWEEN

AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED, (CIN No. **U70109WB2011PTC157834**), (PAN **AAHCM0263D**), a company incorporated under the Companies Act, 2013, having its Registered Office at 'Ecospace Business Park', Block- 4B, 6th Floor, Premises No.- IIF/11, Action Area-III, P.O. – New Town, P.S. - New Town, New Town, Kolkata – 700160, acting through its Authorized Signatory, **Mr. _____**, (PAN _____), (Aadhaar No. _____), son of Sri _____, and authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter/Sub-Lessor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **ONE PART**:

AND

[If the Sub-Lessee is a company]

[•], (CIN no.[•])(PAN[•]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [•], represented by its authorized signatory Mr. [•], (PAN [•]), (Aadhaar No. [•]), son of [•], residing at [•], duly authorized vide board resolution [•] hereinafter referred to as the "**Sub-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART**

[OR]

[If the Sub-Lessee is a Partnership]

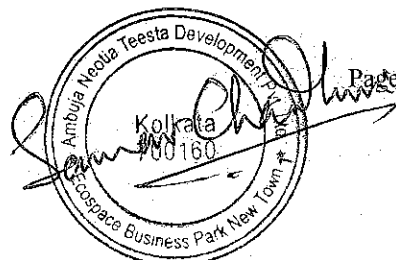
[•], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [•], (PAN [•]), represented by its authorized partner [•], (Aadhaar No [•], son of [•], residing at [•],) duly authorized vide [•] hereinafter referred to as the "**Sub-Lessee**" (which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

[OR]

[If the Sub-Lessee is an Individual]

Mr./Ms. [•] (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•], hereinafter called the "**Sub-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

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[OR]

[If the Sub-Lessee is a HUF]

Mr. [•] (Aadhaar No [•]) aged about [•], son of [•], residing at [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•]HUF, having its place of business / residence at [•] (PAN: [•]) hereinafter referred to as the "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [•] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**

(Please insert details of other Sub-Lessee(s) in case of more than one Sub-Lessee)

The Promoter/Sub-Lessor and the Sub-Lessee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

A. The Promoter/Sub-Lessor has represented to the Sub-Lessee that:

- (i) The Government of West Bengal (hereinafter referred to as the "Lessor"), is seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of **81.19** acres, more or less, situated in various *Dag* Nos. and *Khatian* Nos. at *Mouza- Dabgram*, J.L. No.2, Block - Rajganj, Police Station-New Jalpaiguri (formerly Bhaktinagar), Post Office-Satellite Township, District-Jalpaiguri, PIN-734015, West Bengal (hereinafter referred to as the "**Total Land**");
- (ii) Bids were invited by the Department of Urban Development, Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited ("**WBHIDCO**") for development of a theme-based township on the said Total Land by way of a Request for Proposal ("**RFP**") vide RFP No.2946/HIDCO/Plng/656(A)/2015 dated 17 August 2017. The theme for the proposed township has been designated as "Health and Knowledge" with a focus on "provision for senior citizens". The proposed township shall be known as '**Utsodhaara: Teesta Township**' ("**Township**");
- (iii) Pursuant to the terms and conditions of the RFP, one Ambuja Housing & Urban Infrastructure Company Limited, having its registered office at 'Ecospace Business Park', Block- 4B, 6th Floor, Premises No.- IIF/11, Action Area-III-A, P.O. New Town, P.S. New Town, Kolkata – 700160 ("**AHUICL**") was identified as the 'selected bidder' and a Letter of Intent ("**LOI**") dated 4 May 2018 was issued in its favour by WBHIDCO;
- (iv) In terms of the RFP, AHUICL nominated **Ambuja Neotia Teesta Development Private Limited**, the Promoter/Sub-Lessor herein and requested the Lessor through WBHIDCO to accept the Promoter/Sub-Lessor as the Lessee, which would exercise the rights and perform the obligations of AHUICL as referred to in the LOI and to obtain a lease in its favour from



the Lessor upon payment of the entire financial bid in terms of the RFP, being the premium reserved for grant of such lease;

- (v) In pursuance of the terms of the RFP and the LOI, by a Deed of Lease dated 24 June 2020, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 190101800, for the year 2020, the Lessor has granted a lease of the Total Land ("Head Lease") for a period of 99 (ninety nine) years from the date of the Head Lease and handed over the vacant and peaceful possession of the Total Land to the Promoter/Sub-Lessor for the purpose of development of the Township for the consideration and on the terms and conditions as mentioned therein;
- (vi) In accordance with section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 ("WBT&CP Act") read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 ("WBT&CP Rules"), the Promoter/Sub-Lessor applied to the Siliguri-Jalpaiguri Development Authority ("SJDA"), a Development Authority under the WBT&CP Act for permission to develop the Township on the Total Land;
- (vii) The Township shall be developed in different phases and the phasing has been planned by the Promoter/Sub-Lessor in a manner that each phase of development conforms to the terms of the RFP, LOI and the Head Lease as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws. Accordingly, a comprehensive project report in respect of the proposed development of the Township ("Detailed Project Report") and a comprehensive development plan highlighting the different development zones of the proposed Township ("Master Plan") for the Township were submitted with the SJDA for its approval;
- (viii) By a Memo No. 1276/III/Plg/854/14/P-I/SJDA, dated 7 October 2020, SJDA granted to the Promoter/Sub-Lessor its permission and issued the Land Use Compatibility Certificate (LUCC) to develop the Township in accordance with the Master Plan and Detailed Project Report submitted to them for the scheme of development of the Township ("First Approved Master Plan");
- (ix) By another Memo No. 1900/III/Plg/854/14/P-II, dated 29th January 2021, SJDA permitted revision of the earlier land demarcation plan, subject to the conditions as mentioned in the LUCC mentioned above;
- (x) Subsequently, by Memo No. 1248/III/Plg/854/14/Pt-II/SJDA dated 20th July 2021 and Memo No. 1422/III/Plg/854/14/P-II/SJDA dated 11th August 2021, SJDA revised further the land demarcation plan subject to the conditions as mentioned in the LUCC ("Second Approved Master Plan"). Vide the Second Master Approved Master Plan certain changes were made in the lay out plan of the Township *inter-alia* earmarking and identifying a cluster of 16 (sixteen) plots in the UIF Zone Land for their development in the Township. The First Approved Master Plan and the Second Approved Master Plan are



attached hereto and marked as **Plan- 'A1' & 'A2'** respectively and are hereinafter collectively referred to as the ("**Approved Master Plans**");

- (xi) The Approved Master Plans which include the layout plan of the Township has been designed to create various zones with specific objectives and use in line with the theme of the Township and to cater to different needs of the community residing in the Township. The various zones of the Township are described in the Approved Master Plans;
- (xii) The Promoter/Sub-Lessor proposes to retain the leasehold rights and interest in 1.511 Acres of land out of the Total Land ("**Retained Land**" depicted in Approved Master Plans hereto and thereon bordered in **RED** colour) leased by the Lessor under the Head Lease comprising Plot No. "UIF-5" admeasuring 0.741 Acres within the zone earmarked for development of Urban Infrastructural Facilities ("**UIF**") along with green area designated as "GR-15" admeasuring 0.77 Acres within the zone earmarked for development of Urban Infrastructural Amenities ("**UIA**");
- (xiii) The Promoter/Sub-Lessor may either develop by itself or cause the development of a state-of-the-art social club having commercial, entertainment, indoor and outdoor (open- to-sky) sports facilities ("**Club**") on the Retained Land. It is expressly and unequivocally clarified herein that the proposed Club, if developed on the Retained Land, shall be managed and operated by the Promoter/Sub-Lessor or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter/Sub-Lessor;
- (xiv) The Township shall be made accessible by the Promoter/Sub-Lessor from the Naukaghata Road at Naukaghata crossing through an entry point ("**Township Existing Entry Point**" as depicted in Approved Master Plans hereto and thereon marked in **YELLOW** colour).The Promoter/Sub-Lessor may also, at its sole discretion, explore avenues to arrange for an additional entry point to the Township from the Asian Highway "AH-02" through a small stretch of land which is presently owned by the SJDA ("**Township Alternate Entry Point**" as depicted in **Approved Master Plans** hereto and thereon marked in **BROWN** color), subject to the acquisition of right in respect of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard;
- (xv) As per the Approved Master Plans, the total land area earmarked/reserved for construction/development of the Residential Zone, (being one of the several zones proposed to be developed in the Township as per the Approved Master Plans) is 27.10 Acres. This is approximately 33.38 % (Thirty three point three eight percent) of the Total Land and depicted in **Plan- 'A1'&'A2'** hereto and thereon bordered in **BLUE** colour ("**Residential Zone Land**").The Residential Zone Land will comprise of –(i) clusters of developed plots of different shapes and sizes to be allotted for construction thereupon of independent bungalows by the allottees/sub-lessees on an earmarked



area of land measuring 13.12 Acres, (ii) Group Housing with residential apartments on two earmarked plots of land measuring 4.63 Acres ("Higher Income Group (HIG) Land Cluster"), (iii) Economically Weaker Section (EWS) Group Housing with residential apartments therein on an earmarked area of land measuring 4.87 Acres and (iv) clusters of developed plots of different shapes and sizes/constructed midrise buildings/row houses/independent bungalows on one or combination of plots on an earmarked area of land measuring 4.48 Acres;

(xvi) The Promoter/Sub-Lessor will develop and construct the Group Housing with residential HIG apartments on the HIG Land Cluster in a phase-wise manner. These residential HIG apartments shall be sub-leased by the Promoter/Sub-Lessor to the prospective allottees/sub-lessees strictly in accordance with the terms of the RFP, LOI, Head Lease, Approved Master Plans as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws.

- B. Out of the HIG Land Cluster, a clearly demarcated land area of **3.634 Acres** (equivalent to **14705.69** square meter) contained in R.S. *Dag* No(s). 51(P), 52(P), 53(P), 214(P), 215(P), 51/216, 51/217(P), 51/218(P), 220(P) and 222(P), R.S. Sheet No. 17, recorded in R.S. *Khatian* No. 1831 and corresponding to L.R. *Dag* No(s). 71(P), 73(P), 74(P), 75(P), 81(P), 82(P), 83(P), 91(P) and 95(P), L.R. Sheet No. 193, recorded in L.R. *Khatian* No. 420, at *Mouza* Dabgram, J.L. No. 2, Block-Rajganj, New Jalpaiguri, Police Station-New Jalpaiguri (formerly Bhaktinagar), Post Office-Satellite Township, District-Jalpaiguri, PIN-734015, West Bengal ("**Project Land**") more fully described in **Part-'I'** of **Schedule-'A'** herein shown & depicted in **Plan-'B'** hereto and thereon bordered in **BLUE** colour, has been identified and constructed and developed by the Promoter/Sub-Lessor a residential project, christened as "**Utsodhaara Residencia-I'**" ("**Project**"), comprising of 6 (six) wings/blocks, each having Basement + Ground + thirteen floors, wherein Wing/Block No. 1 (Prathama) Wing/Block No. 2 (Dwitiya) Wing/Block No. 3 (Tritiya) Wing/Block No. 4 (Chaturthi) and Wing/Block No. 5 (Panchami) consist of 52 apartments each and Wing/Block No. 6 (Sasthi) consists of 50 Apartments. At the basement, ground and First Floor all the 6 wings/blocks are connected. The entire cluster of 6 wings/blocks shall be treated as a separated real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (Act).
- C. The Promoter/Sub-Lessor has developed a residents' activity centre (**RAC**) with facilities spread across the Ground Floor of Wing/Block No. 1 (Prathama), First Floor of Wing/Block No. 6 (Sasthi) and on the podium (at first floor level) connecting Wing/Block No. 1 (Prathama) and Wing/Block No. 6 (Sasthi). The RAC would be christened as "**ZEST**". The RAC would be a part of the Project Common Areas and Facilities of the Project.
- D. The remaining portion of the Total Land after excluding the Project Land (hereinafter referred to as the "**Adjoining Property**" which includes the Retained Land) is excluded from the purview and ambit of these presents and shall continue to be held and possessed by the Promoter/Sub-Lessor solely exclusively and absolutely with right to use, enjoy and develop as the Promoter/Sub-Lessor may deem fit and proper in its absolute discretion, and the Sub-Lessee shall not have any



claim, ownership, share, right, title, interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same. It is expressly agreed understood and clarified that both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that the Approved Master Plans and layout plan has been sanctioned for both the properties. Accordingly, the lease hold rights of the allottees/ sub-lessees of apartments will have lease hold interest in the respective apartments along with proportionate lease hold interest appertaining to their apartment in the Project Land only.

- E. The Promoter/Sub-Lessor has obtained the final layout plan for the Project from SJDA. The Promoter/Sub-Lessor agrees and undertakes that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The SJDA vide approval dated _____ has granted the commencement certificate to develop the Township, which approval also is applicable to the Project.
- G. The Promoter/Sub-Lessor has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority ("Authority") at Kolkata on _____ under Registration No. _____.
- H. The Sub-Lessee had applied for the sub-lease of an Apartment in the Project, vide Application No. _____, dated _____ and has been allotted the Apartment bearing No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet) along with an exclusive Balcony Area of _____ Square Meter (equivalent to _____ Square Feet) more or less, appurtenant to the carpet area [corresponding to a super built-up area of _____ Square Meter (equivalent to _____ Square Feet), more or less], Type _____, altogether located on _____ floor in Wing/Block No. _____ (_____) within the Project **TOGETHER WITH** exclusive right to park vehicle in _____ number of _____ parking space(s), each measuring _____ Square Meter (equivalent to _____ Square Feet more or less), being No(s) _____, in the _____ & _____, respectively, in the Project, as permissible under the applicable law, **TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees/sub-lessee of Project and the Promoter/Sub-Lessor in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**", and more particularly described in **Part-'I'** of **Schedule-'C'** hereto) **AND TOGETHER WITH** the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees/sub-lessees of the Project, all other allottees/sub-lessees of other project(s) and/or different phases of development in the Adjoining Property within the Township and the Promoter/Sub-Lessor (hereinafter collectively referred to as the "**Shared Common Areas & Facilities/Township Level Common Areas & Facilities**" and more particularly described in **Part-'II'** of **Schedule-'C'** hereto and depicted in the Approved Master Plans of the Township annexed hereto and marked as **Plan-'A1' & 'A2'**) (hereinafter,



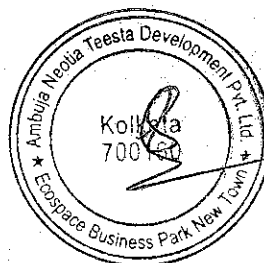
collectively, referred to as the "Apartment" more particularly described in Part-"II" of Schedule-"A" and the Floor Plan of the Apartment is described in Schedule-"B" and is annexed hereto as Plan-'C' and the Plan of the Parking Space(s) is/are described in Schedule-"B" and is annexed hereto as Plan-'D' hereto).

- I. By an Agreement for Sub-lease dated _____ ("ASL") executed between the Promoter/Sub-Lessor and the Sub-Lessee and registered at the office of _____ in Book No _____, Volume No. _____, Pages _____ to _____, Being No _____ for the year _____ whereby the Promoter/Sub-Lessor agreed to transfer and the Sub-Lessee agreed to take on sub-lease the said Apartment subject to the terms and conditions contained in the said ASL and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- J. The Sub-Lessee has from time to time paid Total Price (herein after referred to as the "Total Price") in full as stipulated in the ASL.
- K. The Promoter/Sub-Lessor since has completed construction of the said Project and pursuant to the Plan a Completion Certificate/Occupancy Certificate dated _____ has been issued by the _____.
- L. At or before the execution hereof, the Sub-Lessee has caused necessary due diligence and satisfied himself/itself about the rights and interest of the Promoter/Sub-Lessor in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Sub-Lessee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Township and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.
- M. The Sub-Lessee has now approached the Promoter/Sub-Lessor for execution of this Deed to grant the sub-lease to the Sub-Lessee which the Promoter/Sub-Lessor had agreed to sub demise to the Sub-Lessee the said Apartment and at the rent and upon the terms and conditions recorded in the ASL.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. TRANSFER & RIGHT TO USE

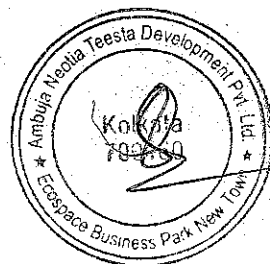
- 1.1 Pursuant to the Head Lease, the ASL and in consideration of the rent and premium hereby reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Sub-Lessee to be paid observed and performed, the Promoter/Sub-Lessor hereby grants and demises, by way of sub-lease, unto the Sub-Lessee the Apartment bearing No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet) along with an exclusive Balcony Area of _____ Square Meter (equivalent to _____



Square Feet) more or less, appurtenant to the carpet area [corresponding to a super built-up area of _____ Square Meter (equivalent to _____ Square Feet), more or less], Type _____, altogether located on _____ floor in Wing/Block No. _____ (_____) within the Project **TOGETHER WITH** exclusive right to park vehicle in _____ number of _____ parking space(s), each measuring _____ **Square Meter** (equivalent to _____ **Square Feet** more or less), being No(s). _____ in the _____ & _____, respectively, in the Project, as permissible under the applicable law, **TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees/sub-lessees of Project and the Promoter/Sub-Lessor in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**", and more particularly described in **Part-"I" of Schedule-"C"** hereto) **AND TOGETHER WITH** the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees/sub-lessees of the Project, all other allottees/sub-lessees of other project(s) and/or different phases of development in the Adjoining Property within the Township and the Promoter/Sub-Lessor (hereinafter collectively referred to as the "**Shared Common Areas & Facilities/Township Level Common Areas & Facilities**" and more particularly described in **Part-"II" of Schedule-"C"** hereto and depicted in the Approved Master Plans of the Township annexed hereto and marked as **Plan-'A1' & 'A2'**), **AND** the Apartment along with exclusive balcony are delineated in **RED** border on the map/plan and annexed hereto and marked as **'Plan-C'** and the Parking Space(s) is/are delineated in **GREEN** border on the map/plan and annexed hereto and marked as **'Plan-D'**, along with all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and every part thereof on the terms, conditions and covenants hereinafter mentioned the residual period out of 99 years (being the lease tenure as mentioned in the Head Lease), commencing from the date of signing of this Deed **YIELDING AND PAYING** therefor unto the Promoter/Sub-Lessor premium and rent as mentioned hereinafter during the subsistence of this Sub-Lease without any abatement or deduction whatsoever **SUBJECT HOWEVER** to the observance and performance by the Sub-Lessee of all the covenants, stipulations, restrictions, and obligations of the Head Lease and ASL all of which shall be and be deemed to be covenants running with the Apartment **AND SUBJECT FURTHER** to the observance and performance by the Sub-Lessee of all the terms and conditions of the management, administration and maintenance of the Project **AND SUBJECT FURTHER** to the Sub-Lessee paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project.

- 1.2 Subject to the Head Lease, this Sub Lease may be renewed by the Parties hereto for such period and at such rent and at such premium and on such terms, conditions and covenants as may be mutually agreed by and between them. Such renewal shall be made by executing a new sub lease document to be executed and registered by the Promoter/Sub-Lessor and Sub-Lessee.

2. **LEASE RENT AND TOTAL PRICE**



- 2.1 The Sub-Lessee has paid the Total Price of Rs. _____/- (Rupees _____) ("TOTAL PRICE") to the Promoter/Sub-Lessor before the execution of this Deed. The Total Price includes Sub-Lease Premium, Other Charges & Deposits and Taxes in respect of the Apartment.
- 2.2 The Parties agree that the Sub-Lessee shall pay applicable lease rent ("Lease Rent"), plus applicable tax or any other taxes which would be payable on demand basis.
- 2.3 The Sub-Lessee shall pay the Lease Rent to the Sub-Lessor within 7(seven) days from the date of demand.

For the purpose of this Deed "Financial Year" shall mean each 12 (twelve) months period commencing from 1 April and ending on 31 March and each quarter in the Financial Year shall mean 30 June, 30 September, 31 December and 31 March.

- 2.4 In the event the Sub-Lessee delays in payment of Lease Rent to Promoter/Sub-Lessor, it will lead to imposition of interest at the rate of 15 % per annum from the date of default till the date of payment.

3. MAINTENANCE OF THE WINGS/BLOCKS/APARTMENT/PROJECT/TOWNSHIP:

- 3.1 **MAINTENANCE OF THE Project COMMON AREAS:** The Project Common Areas shall be handed over to the association upon its formation by the allottees/sub-lessees of the Project (the "Association"). It is incumbent on the allottees/sub-lessees to complete the formalities of becoming members of Association and also to comply with the Rules And Byelaws of the Association. The Sub-Lessee, when called upon to do so by the Promoter/Sub-Lessor, shall execute the necessary declaration in Form-A, for submission of the Project to the provisions of the West Bengal Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself, or through a power of attorney holder. The Promoter/Sub-Lessor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the allottees/sub-lessees of this Project.

The Sub-Lessee will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for maintenance of the Project Common Areas ("Project Maintenance Charges"). The cost of such Project Maintenance Charges for a period of 1 (one) Year from the date of possession of the Apartment ("Interim Maintenance Period") has been included in the Total Price of the Apartment and has been paid by the Sub-Lessee ("Advance Project Maintenance Charges").

RAC Membership Fee & Subscription Charges: The Sub-Lessee has paid one-time non-refundable RAC Membership Charge and will regularly pay the RAC Subscription Charges (both with applicable taxes) to the Promoter/Sub-Lessor in the manner as described herein.

The RAC will form part of the Project Common Areas and Facilities of the Project and will be handed over to the Association in due course.



So long as the RAC is not taken over by the Association (within the Interim Maintenance Period or any extension thereof), the Promoter/Sub-Lessor shall manage and maintain the RAC.

All the allottees/sub-lessees of the residential apartments of the Project will be a member of the RAC. The charges payable by the Sub-Lessee for becoming a member of the RAC has been included in the Total Price and the same has been paid by the Sub-Lessee.

One membership of the RAC will entitle four persons of the same family to use RAC facilities. These four persons should be residing in the apartment.

The tenant/lessee/licensee of the allottees/sub-lessees may use the RAC facilities on written confirmation of the allottee/sub-lessees as their tenant/lessee/licensee.

The RAC Membership Charge and subscription charges for members is as follows:

Description	Amount (Rs.)	Payment Schedule
One time Membership Charge	50,000/-	On or before possession of the Apartment
Monthly Subscription (Per Membership)	500/-	From the date of commencement of RAC operations

This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.

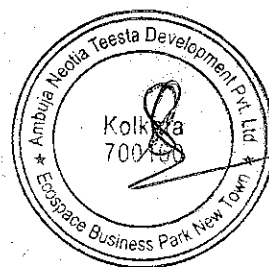
The allottees/sub-lessees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted apartments as the member of the RAC.

Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be binding on all the members.

In case the Apartment is transferred by the Sub-Lessee, the membership of the RAC will automatically stand transferred to the transferee of the Apartment and the transferor and will automatically cease to be member of the RAC.

The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and Facilities, including that of the RAC shall, during the Interim Maintenance Period and the extended interim maintenance period, if any, be framed by the Promoter/Sub-Lessor with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- i. **Air Conditioning:** The route of refrigerant pipe from outdoor unit to indoor unit has been specified for each apartment and accordingly the holes would be left in specific location for taking the refrigerant pipes. The said holes and routes are to be used while installing the AC system. The route for AC drainage pipes



from specified location of the indoor units has also be specified and the same needs to be followed strictly. The outdoor units of the ACs are strictly to be installed in the designated space in a professional manner so that it will not adversely impact the project aesthetically. Installation of window AC is not allowed in the apartments.

- ii. **Balconies/Terrace:** Drying of clothes etc. is not advisable in the Main balcony to maintain the aesthetics of the Wing/Block(s). Drying of clothes or hanging etc. will not be permitted in any manner in which it would be visible from the open areas of the Project. The balconies in the Apartment will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Project. No interference to the elevation/ façade, corridor and other common areas of the Project will be permitted. The design intent of the architects will be required to be maintained by the allottees/sub-lessees.

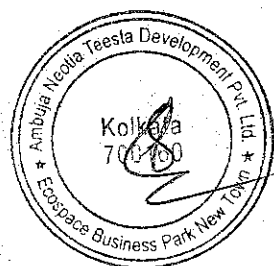
After the Project Common Areas and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter/Sub-Lessor, with or without amendments, as may be deemed necessary by the Association.

3.2 MAINTENANCE OF THE SHARED COMMON AREAS & FACILITIES/TOWNSHIP LEVEL COMMON AREAS & FACILITIES:

The Shared Common Areas & Facilities/Township Level Common Areas & Facilities will be handed over to the agency to be notified by the Lessor in terms of the Head Lease "Notified Agency", (which will be construed as the "Competent Authority" as per the Act). The Promoter/Sub-Lessor will also be responsible to maintain the Shared Common Areas & Facilities/Township Level Common Areas & Facilities till taking over of the same by the Notified Agency as required under the Law and the Head Lease or through a company which is formed with such purpose and specialized in such maintenance works (hereinbefore and hereinafter referred to as the "Maintenance Company").

The Sub-Lessee will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for maintenance of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities ("Township Level Maintenance Charges"). The cost of such Township Level Maintenance Charges for the Interim Maintenance Period has been included in the Total Price of the Apartment ("Advance Township Level Maintenance Charges") and the same has been paid by the Sub-Lessee.

The Project Maintenance Charges & Township Level Maintenance Charges will collectively be referred to as the "Maintenance Charges". The Advance Project Maintenance Charges and the Advance Township Level Maintenance Charges are part of the Total Price and the same has been paid by the Sub-Lessee.



For the purpose of the above-mentioned clause, the expression "Township Level Maintenance Charges shall mean 15% of the Maintenance Charge.

It is clarified herein that, if required, a separate agreement/s will be entered into by and between the parties containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities. Such agreement/s, if executed by the Parties herein in pursuance of the terms of the AFSL, shall always be construed as an integral part of this Deed of Sub-Lease.

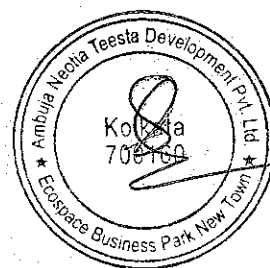
It is also clarified that the Project Maintenance Charges and the Township Level Maintenance Charges are liable to increase from time to time by the Promoter/Sub-Lessor/Association/Maintenance Agency/ Notified Agency/ Maintenance Company, as the case may be.

It is further clarified that so long as the maintenance of the Project Common Areas and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities are not handed over to the Association/Notified Agency, as the case may be, the maintenance activities will be operated by the Promoter/Sub-Lessor or through its nominee/Maintenance Agency/Maintenance Company, as the case may be, on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance of the Project Common Areas and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities.

The Advance Project Maintenance Charges although forming part of the Total Price of the Apartment, shall be collected by the Promoter/Sub-Lessor solely for the purpose of upkeep, security, management and maintenance of the Project Common Areas hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges through the Promoter/Sub-Lessor or any maintenance agency nominated/ appointed by the Promoter/Sub-Lessor (hereinbefore and hereinafter referred to as the "**Maintenance Agency**"). The Promoter/Sub-Lessor shall also maintain the Shared Common Areas & Facilities/Township Level Common Areas & Facilities till the taking over of the maintenance of the same by the Notified Agency, in terms of the ASL & Deed of Sub-Lease and the Head Lease or through Maintenance Company as proposed above.

Simultaneously with the taking over of the maintenance of the Project Common Areas by the Association and Shared Common Areas & Facilities/Township Level Common Areas & Facilities by the Notified Agency, the Promoter/Sub-Lessor shall handover the prorated period based unused advance Maintenance Charges, to the Association and the Notified Agency respectively, subject to appropriate deductions as provided under the ASL and herein and accounted thereof.

In terms of the stipulations contained in the Head Lease, the Promoter/Sub-Lessor shall inform the Notified Agency and the Notified Agency shall take over the management and maintenance of the Shared Common Areas & Facilities/Township



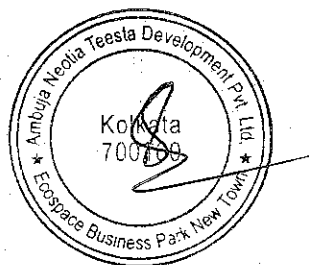
Level Common Areas & Facilities. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Township, the Promoter/Sub-Lessor shall be fully entitled to handover the Shared Common Areas & Facilities/Township Level Common Areas & Facilities to the Maintenance Company or may handover the same to the competent authority under the Act. It is also clarified that if no Association as per applicable law is formed in respect of the Project Common Areas, then, and in that event the Promoter/Sub-Lessor either through itself or its Maintenance Agency continue to maintain the Project Common Areas subject to the Sub-Lessee paying the Maintenance Charges at the rate and the terms and conditions as may be decided by the Promoter/Sub-Lessor or its nominated agency at their sole discretion.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities are contained in Clause _____ under Additional Terms and all the allottees/sub-lessees of apartments shall be bound and obliged to comply with the same.

3.3 MAINTENANCE SECURITY DEPOSITS:

Before taking over the possession of the Apartment, the Sub-Lessee has also paid to the Sub-Lessor/Promoter an _____ security deposit amount equivalent to 2 (two) year's Maintenance Charges and have been included in the Total Price of the Apartment (the "Maintenance Security Deposit"). All tax liabilities on account of the Maintenance Security Deposit shall be borne by the Sub-Lessee. At the time of taking over of management and maintenance of the Project Common Areas & Shared Common Areas & Facilities/ Township Level Common Areas & Facilities by the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be, the same shall be handed over by the Promoter/Sub-Lessor to the Association/Maintenance Agency/ Notified Agency/Maintenance Company, as the case may be, in such manner so that 15% of the same will be handed over to the Maintenance Agency/Notified Agency/Maintenance Company, as the case may be.

The Promoter/Sub-Lessor reserves the right to utilize this deposit to adjust any recoverable dues from the Sub-Lessee. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter/Sub-Lessor (without interest) to the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be, at the time of handing over the maintenance and management of the Project & Township to the Association Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the Association/Maintenance Agency/Notified Agency/Maintenance Company, as the case may be, the Promoter/Sub-Lessor shall be fully entitled and the Sub-Lessee hereby authorize the Promoter/Sub-Lessor to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Project Common Areas & Shared Common Areas & Facilities/ Township Level Common Areas & Facilities out of the deposits as well as the non-receipt of the Maintenance Charge from the Sub-



Lessee and the Promoter/Sub-Lessor shall be liable to give due account of such deduction to the Association/Maintenance Agency/Notified Agency/Maintenance Company.

The Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities shall during the Interim Maintenance Period, be framed by the Promoter/Sub-Lessor/Maintenance Agency/ Maintenance Company with such restrictions and stipulations as may be necessary for proper upkeep, security, management, maintenance and general administration of the Project as well as the Township.

Failure to pay Maintenance Charges after expiry of the Interim Maintenance Period within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Sub-Lessee and will make the Sub-Lessee liable to pay interest at 15% (fifteen percent) per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

- 3.4 **Maintenance Corpus Fund:** Before taking over the possession of the Apartment, the Sub-Lessee has also paid to the Promoter/Sub-Lessor an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Project Common Areas and Shared Common Areas & Facilities/ Township Level Common Areas & Facilities ("**Maintenance Corpus/Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Corpus/Sinking Fund have to be borne by the Sub-Lessee. The Maintenance Corpus/Sinking Fund shall be held, invested in and applied by the Promoter/Sub-Lessor as a trustee of the allottees/sub-lessees of the Project without requiring express consent or approval. This Maintenance Corpus/Sinking Fund together with interest which will be calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate) and the same (net of Income Tax) will be handed over to the Project Association and the Federation proportionately at the time of taking over maintenance and management of the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities by the Notified Agency, subject to adjustment/recovery of any expenses incurred by the Promoter/Sub-Lessor on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas and Shared Common Areas & Facilities/ Township Level Common Areas & Facilities. The Sub-Lessee will be required to replenish their contribution towards Maintenance Corpus/Sinking Fund on receipt of any utilization of the Maintenance Corpus/Sinking Fund towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving entire Township), Lift(s), transformer(s), DG Set(s) and façade/super structure of the wing(s)/block(s) in the Project.



3.5 ELECTRICITY SUPPLY/DG BACK-UP:

The Lessee will apply for electric meter for their Apartment to WBSEDCL or any other electric supply agency supplying electricity in the Project. The Promoter, if required, will facilitate the process for the benefit of the Sub Lessee.

3.6 DIESEL GENERATOR POWER BACKUP:

Provision has been made for the installation of Diesel Generator ("**DG**") for power backup to run the basic facilities at the Project.

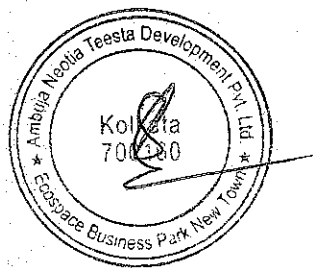
In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges has been paid by the Sub-Lessee and is included in the Total Price.

In case the Sub-Lessee requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of 1 KW@Rs.40,000/- per KW.

The Sub-Lessee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter/Sub-Lessor/the Association, as the case may be.

3.7 Telecom Connectivity: The Promoter/Sub-Lessor has provided connectivity of telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter/Sub-Lessor has decided) with service provider(s) of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter/Sub-Lessor within the Project and which would be declared to be common facilities by the Promoter/Sub-Lessor. These contracts/ agreements, if any, entered into by the Promoter/Sub-Lessor shall be continued for the period of validity of these contracts/ agreements by the Association, who will take over the maintenance and management of Project Common Areas & Facilities of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

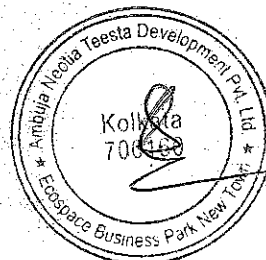
3.8 Reticulated Gas Supply: Provision has been made for reticulated gas supply in the Project. The facility may be used by the Sub-Lessee on "pay by use" basis. The Sub-Lessee will be required to pay an amount for making provision of this facility in the Project and in the Apartment as well. The onetime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



agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.

4 THE SUB-LESSEE DOETH HEREBY COVENANTS WITH THE PROMOTER/SUB-LESSOR AS FOLLOWS:

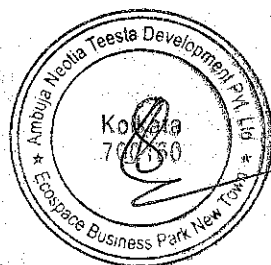
- 4.1 To pay applicable annual sub-lease rent plus applicable taxes in respect of the Apartment. This payment of sub-lease rent (post handing over of the Apartment) shall not be withheld under any circumstances, including due to any Force Majeure conditions as defined herein.
- 4.2 To pay and discharge all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings, lease rent (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or during the term of the sub lease shall be imposed or charged upon the Apartment and which may be assessed, charged or imposed upon either on the Sub Lessor or the Sub-Lessee or occupier thereof whether in respect of the Apartment or the Project in accordance with the provisions of relevant laws.
- 4.3 To observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Promoter/Sub-Lessor saved harmless and indemnified in this regard.
- 4.4 To keep the Apartment and the Project in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the Apartment and the Project or of the nearby properties at any time.
- 4.5 To use low flow fixtures for saving water.
- 4.6 To maintain and keep the Apartment and the Project in good and habitable condition.
- 4.7 To carry out regular maintenance and replacement of fire protection, security, electrical wirings, installations and appliances in the Apartment/Project through the Association formed under the applicable laws.
- 4.8 To allow the Promoter/Sub-Lessor, its agents and servants, or the representatives of the Association with 24 hours' prior notice (except for emergencies when no such notice would be required) to enter into and upon the Apartment and the Project and all structures thereon and view the state and condition hereof and do the necessary repairs & replacement as may be required.
- 4.9 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or proportionately for Project and to keep the Promoter/Sub-Lessor saved harmless and indemnified in this regard.



- 4.10 To allow any person authorized by the Promoter/Sub-Lessor or the Maintenance agency within the Apartment/Project thereon without any obstruction or hindrance by the Sub-Lessee or by any of its men and agents.
- 4.11 Not to use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 4.12 Not to bring in or store or allow to be brought in or stored in the Apartment or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the Project and not do or allow to be done on the wing/block anything that may deteriorate the value of the Project or injure the same in anyway, except in accordance with law.
- 4.13 Not to allow the Apartment or the Project to be used in a manner which is not in conformity of any of the provisions of this Deed.
- 4.14 Not to assign and/or transfer its right or interest in the Apartment or any part thereof (except by way of Sub-Lease, Sub-letting, or any other mode of transfer not amounting to a complete assignment of the Sub-Lessee's right, title and interest in the Apartment and/or the wing/block thereon) without previous approval in writing of the Promoter/Sub-Lessor and the Lessor. A transfer or assignment which is restricted hereby, shall also include transfer or assignment by way of amalgamation, re-construction or any other mode or manner by which the lease hold interest of the Sub-Lessee is transferred to any other person, without the approval in writing of the Promoter/Sub-Lessor. **Provided However That** the Sub-Lessee shall have the right to mortgage or charge its lease hold interest in favour of Scheduled Banks/Financial Institutions. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Sub-Lessee to the Promoter/Sub-Lessor.

The Apartment along with Parking Space, if any, shall be treated as a single indivisible unit for all purposes. The Sub-Lessee shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred (as mentioned in the clause 4.14 above) separately and is transferable (as mentioned in the clause 4.14 above), along with the Apartment only and shall be deemed to have been transferred (as mentioned in the clause 4.14 above), with the Apartment even though the same shall be not expressly mentioned in any future deeds or instrument of transfer. It is clarified that if the Sub-Lessee has more than 1 (one) parking spaces, then, the Sub-Lessee may transfer (as mentioned in the clause 4.14 above) the parking space(s) over and above 1 (one) to the intending sub-lessee in the Project only and not to anyone who is not an allottee/sub-lessee in the Project, subject to terms and conditions of the Sub-Lessor/Association, as the case may be.

- 4.15 At the expiry of the term hereby granted or sooner determination thereof, the Sub-Lessee shall make over vacant and peaceful possession of the Apartment to the Promoter/Sub-Lessor together with all wings/blocks and constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of



any cost or compensation for the wings/blocks/structures existing at the time of expiry of lease or sooner determination thereof.

- 4.16 The Adjoining Property including the Retained Land is excluded from the scope, purview and ambit of these presents and shall continue to be held and possessed by the Promoter/Sub-Lessor solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Promoter/Sub-Lessor may deem fit and proper in its absolute discretion, and the Sub-Lessee shall neither have any share, right, title, interest of any manner whatsoever or howsoever therein nor have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto.
- 4.17 Both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single Approved Master Plans and layout plan has been sanctioned for both the properties.
- 4.18 The Sub-Lessee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of sub-lease in respect of the Apartment in favour of the Sub-Lessee. The Sub-Lessee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds of sub-lease for the purposes of separately conveying the Project Common Areas of the Project to the Association and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities of the Township to the Notified Agency as per the terms of the Head Lease or the competent authority under the Act, as may be applicable.
- 4.19 The Sub-Lessee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.

The Sub-Lessee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face of the Apartment or anywhere on the exterior of the Project, wings/blocks therein or Project Common Areas. Further the Sub-Lessee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages of the Project.

The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Sub-Lessor. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid

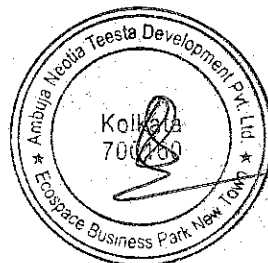


conditions.

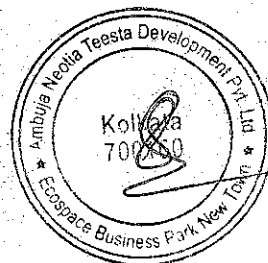
In addition to what has been agreed in the above, the Sub-Lessee agrees and undertakes that the Sub-Lessee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Sub-Lessor/association/maintenance agency and without causing any disturbance, to the other Sub-Lessee of Apartment in the Wing/Block. The Do's & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Sub-Lessee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartments or the Wing/Block, the Promoter/Sub-Lessor shall be entitled to call upon the Sub-Lessee to rectify the same and to restore the Apartment and/or Wing/Block to its original condition within 30 (thirty) days from the date of intimation by the Promoter/Sub-Lessor in that behalf. If the Sub-Lessee does not rectify the breach within the such period of 30 (thirty) days, the Promoter/Sub-Lessor may carry out necessary rectification/restoration to the Apartment or the Wing/Block (on behalf of the Sub-Lessee) and all such costs/charges and expenses incurred by the Promoter/Sub-Lessor shall be reimbursed by the Sub-Lessee.

5 THE PROMOTER/SUB-LESSOR DOETH HEREBY COVENANTS WITH THE SUB-LESSEE AS FOLLOWS:

- 5.1 The Promoter/Sub-Lessor hereby records and acknowledges the receipt of Rs. _____ (Rupees _____) towards the Total Price reserved herein.
- 5.2 The Promoter/Sub-Lessor has in itself good right and full authority to demise the Apartment described in the _____ Schedule hereunder written in the manner aforesaid.
- 5.3 The Sub-Lessee, paying the said rates and taxes, lease rent and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the Apartment during the term of the Sub lease to be created without any interruption, hindrance, disturbance or obstruction by the Promoter/Sub-Lessor or any person claiming through, under or in trust for the Promoter/Sub-Lessor.
- 5.4 That the Sub-Lessee shall, with the prior permission in writing from the Promoter/Sub-Lessor, be entitled sub-lease or otherwise deal with or dispose of Apartment, not amounting to any assignment of entirety of Sub-Lessee's interest in the Apartment on terms and conditions not contrary to or inconsistent with the terms of these presents, **PROVIDED HOWEVER** that the Sub-Lessee shall be entitled to rent out it's Apartment and always keep the Promoter/Sub-Lessor saved, harmless and indemnified from and against any losses claims or demands which the Promoter/Sub-Lessor may suffer or be put to by reason of any such renting out.
- 5.5 The terms and conditions of the sub-lease shall *inter-alia* include the following:
 - i. All amounts payable by the Sub-Lessee are meant for the Promoter/Sub-Lessor alone and the Head Lessor shall take no responsibility in this regard.



- ii. The Head Lessor shall not be liable in any way to the Sub-Lessee for entering into the agreement, for payment of money to the Promoter/Sub-Lessor or on any other head or account whatsoever.
- iii. Subject to the terms and conditions as laid down in the Head Lease, the Sub-Lessee shall not be entitled to any possessory right or to be given possession of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities or any part thereof. The Project Common Areas/Shared Common Areas & Facilities/ Township Level Common Areas & Facilities will be managed and maintained by the Promoter/Sub-Lessor/Association/Nominated Agency/Maintenance Company or the Notified Agency, as the case may be. The Sub-Lessee, would pay the applicable charges for maintenance of the Project Common Areas and the Shared Common Areas & Facilities/ Township Level Common Areas & Facilities in the manner as may be advised by the Promoter/Sub-Lessor/Association/Maintenance Company or the Notified Agency, as the case may be. An advance on this account has been paid by the Sub-Lessee as part of the Total Price as detailed in Clause 1.2 above. However, if the advance on that account is exhausted/ utilized in maintaining the Project Common Areas and the Shared Common Areas & Facilities/Township Level Common Areas & Facilities, the Sub-Lessee would pay the amount as billed to them on reasonable basis.
- iv. The terms and conditions not specifically mentioned herein but stipulated in the Head Lease and applicable on the Promoter/Sub Lessor herein mutatis mutandis shall apply to the Sub-Lessee. All right, title and interest over the said Apartment/Wing/Block thereon shall after expiry or sooner determination of the Head Lease shall vest in the Head Lessor without any claim or demand for compensation or otherwise by the Sub-Lessee.
- v. The Sub-Lessee agrees and undertakes that the Sub-lease in his favour shall be co-terminus with the Head Lease.
- vi. Any violation of the terms and conditions of the Head Lease by the Sub-Lessee will entitle termination of the Sub-Lease Deed in his favour.
- vii. The Sub-Lessee hereby indemnifies the Head Lessor in respect of any claim against the Head Lessor by any Statutory/other Authority or any other party with regard to the violation of the Lease Deed.
- viii. The Sub-Lessee agrees and undertakes that all the payment obligations of the Sub-Lessee including the annual sub-lease rent, Maintenance Charges, taxes etc. shall not be denied, suspended and/or abated under any circumstances, including in case of occurrence of Force Majeure event unless it is in accordance with the provisions of Section 108 (B) (e) of the Transfer of Property Act, 1872.
- ix. The Sub-Lessee shall be entitled to create a Security Interest in respect of its



rights under the sub-lease in favour of Scheduled Banks/Financial Institutions without however in any manner creating or foisting any liability on the Promoter/Sub-Lessor/Head Lessor. The Sub-Lessee can mortgage the leasehold interest only (and not the demised land itself) on the Apartment . Apart from confirming to such lending institutions that the Sub-Lessee would have such right to create a security interest in respect of its rights hereunder including the Sub-Lease Deed(s), the Promoter/Sub-Lessor would have no financial obligation towards the Scheduled Banks/ Financial Institutions. The Sub-Lessee shall always keep the Promoter/Sub-Lessor/ Lessor saved, harmless and indemnified from and against any losses, claims or demands which the Promoter/Sub-Lessor /Lessor may suffer or be put to by reason of such Security Interest. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Sub-Lessee to the Promoter/Sub-Lessor.

- x. Such other terms and conditions which are customary, including the right of re-entry/termination of the Promoter/Sub-Lessor, and are prescribed in the Sub-Lease Deed.

6 THE PARTIES DO HEREBY COVENANT AMONG THEMSELVES AS FOLLOWS

- 6.1 That any relaxation and indulgence granted by the Promoter/Sub-Lessor to the Sub-Lessee shall not in any way prejudice the rights of the Promoter/Sub-Lessor under the Deed of Sub-Lease.
- 6.2 That the failure of the Promoter/Sub-Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Sub-Lease and/or the Deed of Sub-Lease to be granted or the rights and obligations of the parties hereto. The Sub-Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.
- 6.3 The Project Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for common use and enjoyment by the Sub-Lessee in common with the Promoter/Sub-Lessor (for the unallotted apartments) all the other allottees/sub-lessees/lawful occupants of other apartments comprised in the Project, and are more fully and particularly described in **Part-'I' of Schedule-"C"**.
- 6.4 The allottees/sub-lessees of the Project shall be entitled to the irrevocable right to use the Shared Common Areas & Facilities/Township Level Common Areas & Facilities, which due to the scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees/sub-lessees of the Project in common with the Promoter/Sub-Lessor (for the unallotted or retained plots/apartments/units/spaces) and the allottees/sub-lessees/lawful occupants of the others projects/phases of the Township.



- 6.5 It is expressly clarified herein that the Promoter/Sub-Lessor shall be fully entitled to the irrevocable right of use in respect of the Shared Common Areas & Facilities/Township Level Common Areas & Facilities in common with the allottees/sub-lessees/lawful occupants of the Project and the allottees/sub-lessees/lawful occupants of all other remaining phases of the Township.
- 6.6 The Sub-Lessee expressly understands that the Promoter/Sub-Lessor may either develop by itself or cause the development of a Club on the Retained Land which shall at all times continue to be held and possessed by the Promoter/Sub-Lessor solely, exclusively and absolutely subject to the terms of the Head Lease and shall not be integrated or combined with or form a part of any of the proposed phases/projects to be developed by the Promoter/Sub-Lessor within the Township.
- 6.7 The Sub-Lessee expressly agrees that the proposed Club may be developed or caused to be developed by the Promoter/Sub-Lessor in such manner, with such facilities and within such period as the Promoter/Sub-Lessor may deem fit and proper in its absolute discretion, to cater to not only the residents of the Township but also the people residing outside the township. The proposed Club, if developed, shall be operated and managed by the Promoter/Sub-Lessor or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter/Sub-Lessor. The Sub-Lessee further understands and agrees that if such Club is developed and launched by the Promoter/Sub-Lessor, the Sub-Lessee's membership to such Club shall be governed by the terms of a separate agreement entered by and between the Promoter/Sub-Lessor or its nominated agency and the Sub-Lessee and shall be subject to the observance of such rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Promoter/Sub-Lessor or its nominated agency may decide at its sole discretion from time to time. It is hereby clarified that such separate agreement for membership shall not be considered as a part of this Deed of Sub-Lease and/or Project in any manner whatsoever.
- 6.8 The Sub-Lessee expressly understands that while the Township shall be made accessible by the Promoter/Sub-Lessor from the Township Existing Entry Point, the Promoter/Sub-Lessor may also, at its sole discretion, explore avenues to arrange for Township Alternate Entry Point subject to the successful acquisition of rights of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard. The Sub-Lessee unequivocally agrees that nothing contained in this Deed of Sub-Lease shall be construed as a binding obligation on the part of the Promoter/Sub-Lessor to develop of the Township Alternate Entry Point and the Sub-Lessee shall neither have any objection or protest with regard to the situation or timing of development thereof nor any claim or demand of any nature whatsoever with regard to the non-development of the same on any grounds whatsoever.
- 6.9 **Taxes:** All prices, rates, fees and charges etc. mentioned in this Deed of Sub-Lease are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Sub-Lessee.



6.10 **Parking Space(s):** The Promoter/Sub-Lessor has provided parking spaces in the Project as permissible under the applicable law(s) ["**Parking Space(s)**"]. The parking spaces are in conformity with the sanctioned plan of the Project and also for the benefit of the allottees/sub-lessees of the Project. These Parking Spaces are spread on different levels as detailed in the chart below:

Parking Spaces	Open	Covered	
		301	Ground Floor Level -183
Basement Level-118			
Two-Wheeler	Nil	310	Ground Floor Level- 132
			Basement Level-178

6.11 It is clarified that the exclusive right to park vehicle in the open parking space(s), if any, shall be treated as a part of the Project Common Areas. The Promoter/Sub-Lessor, however, clarifies that earmarking, designation, and allotment of the open car parking space(s), if any, has been done by the Promoter/Sub-Lessor purely as provisional basis and the final earmarking shall be subject to the decision of the Association upon formation.

6.12 In addition, to whatever has been agreed in the clause _____ above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas and Shared Common Facilities/Township Level Common Facilities:

- (i) The Promoter/Sub-Lessor reserves the right to utilize such Maintenance Charges to adjust any recoverable dues from the Sub-Lessee. The Maintenance Charges after adjustment/ recovery of dues will be transferred/ handed over by the Promoter/Sub-Lessor (without interest) to the Notified Agency, at the time of handing over the management and maintenance of the Project Common Areas and the Shared Common Facilities/Township Level Common Facilities. The Maintenance Charges may be increased/ decreased by the Notified Agency at their sole discretion.
- (ii) Failure to pay Maintenance Charges after expiry of the Interim Maintenance Period, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Sub-Lessee and will make the Sub-Lessee liable to pay interest at 15% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

7 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Sub-Lessor as per the ASL relating to such development is brought to the notice of the Promoter/Sub-Lessor within a period of 5 (five) years by the Sub-Lessee from the date of handing over possession, it shall be the duty of the Promoter/Sub-Lessor to rectify



such defects without further charge, within 30 (thirty) days, and in the event of Promoter's/Sub-Lessor's failure to rectify such defects within such, time, the aggrieved Sub-Lessee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter/Sub-Lessor shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Sub-Lessee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter/Sub-Lessor.

It is expressly agreed and understood that in case the Sub-Lessee, without first notifying the Promoter/Sub-Lessor and without giving to the Promoter/Sub-Lessor the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter/Sub-Lessor shall be required to complete within 15 (fifteen) days of receipt of the notice from the Sub-Lessee), alters the state and condition of such defect, then the Promoter/Sub-Lessor shall be relieved of its obligations contained in the clause immediately preceding and the Sub-Lessee shall not be entitled to any cost or compensation in respect thereof.

It is further clarified by the Promoter/Sub-Lessor shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Sub-Lessee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter/Sub-Lessor.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Sub-Lessee, without first notifying the Promoter/Sub-Lessor and without giving the Promoter/Sub-Lessor the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter/Sub-Lessor shall be relieved of its obligations.

The Sub-Lessee further specifically agrees and understands as follows:

The responsibility of the Promoter/Sub-Lessor shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Sub-Lessee (s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Sub-Lessor that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper



working condition to continue warranty in both the Apartment(s) and the Project Common Areas, Shared Common Areas & Facilities / Township Level Common Areas & Facilities wherever applicable. The Sub-Lessee (s) has/have been made aware and the Sub-Lessee (s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

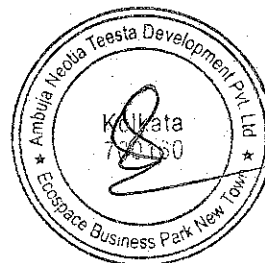
The Sub-Lessee also agrees and confirms that the decision of the Promoter's/Sub-Lessor's architect shall be final in deciding whether there is any actual structural defect in the apartments wings/blocks or defective material being used or regarding workmanship, quality or provision of service.

8 POSSESSION:

At or before the execution of this Deed, the Sub-Lessee herein confirms that he/it has independently satisfied itself about the right, title and interest of the Promoter/Sub-Lessor in the Apartment, the Plans and the constructions, including the quality and specifications thereof, the area of the said Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the development, the Project Common Areas and the said Apartment and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter/Sub-Lessor to the Sub-Lessee, which the Sub-Lessee admits, acknowledges and accepts.

9 MISCELLANEOUS

- 9.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Sub-Lessee.
- 9.2 The Sub-Lessee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds of sub-lease for the purposes of separately conveying the Project Common Areas of the Project to Association and the Shared Common Facilities/Township Level Common Facilities of the Township to the Notified Agency as per the terms of the Head Lease or the competent authority under the Act, as may be applicable.
- 9.3 All the clauses, terms and conditions of the ASL dated _____ executed by the Parties shall form and be treated as integral part of this Deed.



SCHEDULE- "A"

(Part-"I")

[Project Land]

All that piece and parcel of land measuring **3.634 Acres** (equivalent to **14705.69** square meter) more or less, contained in R.S. *Dag* No(s). 51(P), 52(P), 53(P), 214(P), 215(P), 51/216, 51/217(P), 51/218(P), 220(P) and 222(P), R.S. Sheet No. 17, recorded in R.S. *Khatian* No. 1831 and corresponding to L.R.*Dag* No(s). 71(P), 73(P), 74(P), 75(P), 81(P), 82(P), 83(P), 91(P) and 95(P), L.R. Sheet No. 193, recorded in L.R.*Khatian* No. 420, at *Mouza* Dabgram, J.L. No. 2, Block-Rajganj, New Jalpaiguri, Police Station-New Jalpaiguri (formerly Bhaktinagar), Post Office-Satellite Township, District-Jalpaiguri, PIN-734015, West Bengal and shown & depicted in border in BLUE colour on the Map/Plan annexed hereto and marked as **Plan-'B'** hereto and butted and bounded as follows:

North : UIF 5;
West : OTHERS' LAND (Owners not known);
South : HIG 2 & TOWNSHIP GREEN AREA;
East : TOWNSHIP INTERNAL ROAD.

(Part-"II")

[DESCRIPTION OF APARTMENT]

All That the Apartment No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet) along with an exclusive Balcony Area of _____ Square Meter (equivalent to _____ Square Feet) more or less, appurtenant to the carpet area [corresponding to a super built-up area of _____ Square Meter (equivalent to _____ Square Feet), more or less], Type _____, altogether located on _____ floor in Wing/Block No. _____, within the Project **TOGETHER WITH** exclusive right to park vehicle in _____ number of _____ parking space(s), each measuring _____ Square Meter (equivalent to _____ Square Feet more or less), being No(s). _____, in the _____ & _____, respectively, in the Project, as permissible under the applicable law **TOGETHER WITH** the Project Common Areas i.e. pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining sub-lessees of Project and the Promoter/Sub-Lessor in respect of the unallotted apartments in the Project (more particularly described in **Part-"I"** of **Schedule-"C"** hereto) **AND TOGETHER WITH** the with the Shared Common Areas & Facilities/Township Level Common Areas & Facilities (more particularly described in **Part-"II"** of **Schedule-"C"** hereto) and butted and bounded as follows:

East: [•]

West: [•]

North: [•]



South: [•]

SCHEDULE-"B"

[PLAN OF THE APARTMENT]

Apartment No. _____ Together With an exclusive balcony which has been more fully and particularly described in Part-"II" of "Schedule-"A" appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as Plan-'C' hereto and duly bordered in colour RED AND the Parking Space(s) is/are delineated in GREEN border on the map/plan and annexed hereto and marked as Plan-'D'.

SCHEDULE-"C"

Part - "A"

[PROJECT COMMON AREAS]

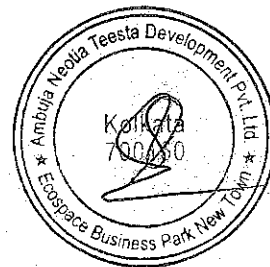
1. Entire Land dedicated to the Project;
2. Entry & Exit Ramp;
3. Entrance Lobby area;
4. Security room;
5. Services room
6. Electrical meter room;
7. Staff facility
8. Passenger lifts, service lifts and lobbies & Staircase;
9. Corridors with refuge areas;
10. Overhead Water tanks;
11. RAC Area;
12. Ground floor landscape area;
13. Landscaped terrace at 1st floor;
14. Driveways in the Project;
15. Gas bank;
16. DG set;
17. Electrical room;
18. BMS room
19. Fire kiosk;
20. Underground water tanks
21. Sewerage Treatment Plant area.
22. PHE and fire pump room ;
23. OWC (Organic Waste Composter);
24. The open Parking Space(s) within the Project;
25. Area for rooftop solar panel;
26. Roof area.



Part - "B"

[SHARED COMMON FACILITIES / TOWNSHIP LEVEL COMMON FACILITIES]

1. Arterial road(s) and driveways;
2. Storm water drainage network within the Township;
3. Street Lighting;
4. Recreational areas (except plot GR-15 & the Club on plot no. UIF-5, being the Retained Land);
5. Access road from the Township boundary line to the entry and exit gate of the Township as depicted in Plan - "A1" & "A2" hereto.



IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Sub Lease at _____ in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED AND DELIVERED BY
THE WITHIN NAMED SUB-LESSOR**

**SIGNED AND DELIVERED BY
THE WITHIN NAMED SUB-LESSEE:**

