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Ambuja Neotia Teesta Development Private Limited  
Prasenjit Das  
Signatory Authority, Manager

30AA-549406

HILVIEW LEISURE PVT. LTD.  
Director

Visit Commission Case No. 924/23

DEED OF SUB-LEASE

This DEED OF SUB-LEASE ("Deed") is made on this 05th day of Sept. 2023

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, Ground Floor, Premises No.- IIF/11, Action Area III-A, P.O. New Town, P.S. New Town, Kolkata-700160, represented by its authorized signatory, Mr. PRASENJIT DAS (PAN AGXPD9608E), (Aadhaar No. 340734077883), (Mobile No. 9007059545), son of Sri Pranab Kumar Das and authorized vide board resolution dated 01.12.2020, 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:

Certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document



Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri  
11 SEP 2023

NON Judicial Stamp

Sl. No. 678 Date 05/09/23

Sold to Hillview Leisure

Of Smt

Rs. 20 (Rupees twenty)

[Signature]

Subhankar Ghosh  
Stamp Vendor  
Siliguri Court  
L. No. 175/18

Poojita



2545

Anbuja Nandini Trust Development Private Limited

Poojita  
Signatory Authority, Manager



2546

HILLVIEW LEISURE PVT. LTD.

[Signature]  
Director



2547

Smt. Sanjay Nandi  
S/o. Sankar Nandi

Adtl. Dist Sub-Registrar  
Bhakti Nagar, Dist. Jalpaiguri

05 SEP 2023



AND

**HILLVIEW LEISURE PRIVATE LIMITED**, (CIN no. U70103WB2016PTC218164)(PAN No. **AAECH0032N**) 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 Siliguri Balaji Stores, Nabin Sen Road, Opposite Hotel Phoenix, Post Office: Siliguri, Police Station: Siliguri, Siliguri – 734001, West Bengal, India, represented by its authorized signatory **Mr. Nawal Kishore Goyal**, (PAN No. **ADOPG0887C**), (Aadhaar No. **239482200488**), (Mobile No. **9832067322**) son of Jagadish Prasad Sarsodia, residing at S. P. Mukherjee Road, Near Maruti Apartment, Post Office: Siliguri, Police Station: Siliguri, Siliguri – 734005, West Bengal, India, duly authorized vide board resolution **21.03.2022** 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**

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

**WHEREAS:**

A. The 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, situate 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/Ping/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, Sixth Floor, Premises No.- IIF/11, Action Area-III, 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.

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Director

Ambuja Housing Teesta Development Private Limited

Signature Authority: Director

- (iv) In terms of the RFP, AHUICL nominated **Ambuja Neotia Teesta Development Private Limited**, the Sub-Lessor herein and requested the Lessor through WBHIDCO to accept the 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 at the Office of Additional Registrar of Assurances-1, Kolkata, and recorded in Book No. 1, Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 1901011800, 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 Sub-Lessor for the purpose of development of the Township for the consideration and on the terms and conditions as contained 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 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 said Total Land.
- (vii) The Township shall be developed in different phases and the phasing has been planned by the 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/Pig/854/14/P-I/SJDA, dated 7 October 2020, SJDA granted to the Sub-Lessor its permission and issued the Land Used 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/Pig/854/14/P-II, dated 29<sup>th</sup> January, 2021, SJDA permitted revision of the earlier land demarcation plan, subject to the conditions as mentioned therein.
- (x) Subsequently, by Memo No. 1248/III/Pig/854/14/Pt-II/SJDA dated 20 July 2021 and Memo No. 1422/III/Pig/854/14/P-II/SJDA dated 11 August, 2021, SJDA revised further the land demarcation plan subject to the conditions as

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Director

Ambuja Neotia Teesta Development Private Limited

Proprietor  
Sanyal Academy, Manager

mentioned in the LUCC ("**Second Approved Master Plan**"). Vide the Second Approved Master Plan certain changes were made in the erstwhile lay out plan of the Township *inter-alia* division of one of the UIF Cluster earlier comprising of 10 (ten) plots into 15 (fifteen) plots for their development in the Township as a separate real estate project. The First Approved Master Plan and the Second Approved Master Plan are attached hereto and marked as **Plan-"A/1"** & **"A/2"** respectively and are hereinafter collectively referred to as the ("**Approved Master Plans**").

- (xi) The Approved Master Plans which includes 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 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 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 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 Sub-Lessor.
- (xiv) The Township shall be made accessible by the 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 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**" colour), subject to the acquisition of rights 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 UIF Zone, (being one of the several zones proposed to be developed in the Township as per the Approved Master Plans) is 20.296 acres. This is approximately 25% (Twenty Five

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Director

Asiatic Real Estate Development Private Limited  
Signature of Director  
Secretary Authority, Warrangal

percent) of the Total Land and depicted in Approved Master Plans hereto and thereon bordered in PINK colour ("UIF Zone Land"). The UIF Zone Land will comprise of clusters of developed plots of different shapes and sizes ("Plotted UIF Land Clusters") to be allotted for construction thereupon of independent commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities in accordance with the WBT&CP Rules by the allottees.

(xvi) The UIF Zone Land shall be developed by the Sub-Lessor in a phase-wise manner and each plot within the Plotted UIF Land Clusters shall be sub-leased by the Sub-Lessor to prospective allottees/sub-lessees for construction of independent urban infrastructural facilities thereon strictly 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 UIF Zone Land, a clearly demarcated land area of 07.466 acres ("Project Land" as depicted in Approved Master Plans annexed hereto and shown in "YELLOW" shade), has been identified by the Sub-Lessor as Plotted UIF Land Cluster for the purpose of developing the same as a real estate project comprising 15 (fifteen) clearly demarcated developed plots of land of different shapes and sizes, having an aggregate land area of 07.466 acres and christened as "Utsodhaara: Teesta UIF Plots Phase-I" ("Project").
- C. 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 Sub-Lessor solely exclusively and absolutely with right to use, enjoy and develop as the 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 plots etc., in or on the land shall remain restricted to their respective plots only.
- D. The Sub-Lessor has obtained the final layout plan for the Project (which is comprised in the integrated development plan under the sanctioned Approved Master Plans of the Township) from SJDA. The 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 Real estate (Regulation and Development) Act, 2016 (Act) and other laws as applicable.
- E. The SJDA vide approval dated 07-10-2020 bearing No. 1276/III/Plg/854/14/P-I/SJDA has granted the commencement certificate to develop the Township, which approval also is applicable to the Project.

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*[Signature]*  
Director

Antaraj Mishra Teesta Development Private Limited

*[Signature]*

- F. The Sub-Lessor has registered the Project as a separate Project under the provisions of the Act with the, West Bengal Housing Industry Regulatory Authority (which after it's annulment by the Hon'ble Supreme Court of India vide it's order dated 04-05-2021 has been replaced with West Bengal Real Estate (Regulation and Development) Authority) ("**Authority**") at Kolkata on **23.01.2021** under Registration No. **HIRA/P/JAL/2021/001160**.
- G. The Sub-Lessee had applied for the sub-lease of a plot in the Project, vide Application No. **PLOT/TEESTA/C-UIF PH-1/21-22//3/5**, dated **05.04.2022** and has been allotted the Plot bearing No. **UIF-3/5** measuring **4086.91** sq. mtrs (equivalent to **61.10** cottahs), more or less, situated in R.S. Dag No(s). 63(P), 139(P) and 140(P) of R.S. Sheet No. 16 (corresponding to L.R. Dag No(s). 23(P), 24(P), 34(P), 35(P), 36(P) and 37(P) of L.R. sheet No. 192), R.S. Khatian No. 1831 (corresponding to L.R. Khatian No. 7), *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, for construction of independent building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities thereon (as described in A(xv) above) at the Sub-Lessee's own cost and expenses (hereinafter referred to as the "**Plot**", more particularly described in **Schedule-"A"** hereto and delineated in "**RED**" border on **Plan** annexed under **Schedule-"B"** hereto **Together With** the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project and the Sub-Lessor in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Part-"A"** of **Schedule-"C"** hereto) **Together With** the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees of the Project, all other allottees of other project(s) and/or different phases of development in the Adjoining Property within the Township and the Sub-Lessor (hereinafter collectively referred to as the "**Shared Common Facilities/Township Level Common Facilities**" and more particularly described in **Part-"B"** of **Schedule-"C"** hereto and depicted in the Approved Master Plans of the Township annexed hereto and marked as **Plan-"A/1"** & "**A/2"**).
- H. By an Agreement for Sub-lease dated **22-06-2022** ("**ASL**") executed between the Sub-Lessor and the Sub-Lessee and registered at the office of A.D.S.R. BHAKTINAGAR, in Book No 1, Volume No. 0711-2022, Pages 153923 to 153976, Being No 071106259 for the year 2022, whereby the Sub-Lessor agreed to transfer and the Sub-Lessee agreed to take on sub-lease the said Plot 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.
- I. 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.

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 Director

Artsia Nodia Teesta Development Private Limited  
  
 Director

- J. The Sub-Lessor since has completed construction/development of the said Plot and pursuant to the Plan a Completion Certificate dated 23.03.2023 has been issued by the Siliguri Jalpaiguri Development Authority (SJDA).
- K. 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 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 also inspected the Completion Certificate dated 23.03.2023, and agrees and covenants not to raise any objection with regard thereto.
- L. The Sub-Lessee has now approached the Sub-Lessor for execution of this Deed to grant the sub-lease to the Sub-Lessee which the Sub-Lessor has agreed to sub demise to the Sub-Lessee the said Plot together with the right to construct independent building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities thereon at the Sub-Lessee's own cost and expenses and at the rent and upon the terms and conditions recorded herein.

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Director

**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 Sub-Lessor hereby grants and demises, by way of sub-lease, unto the Sub-Lessee the Plot bearing No. **UIF-3/5** measuring **4086.91** sq. mtrs (equivalent to **61.10** cottahs), more or less, situated in R.S. Dag No(s). 63(P), 139(P) and 140(P) of R.S. Sheet No. 16 (corresponding to L.R. Dag No(s). 23(P), 24(P), 34(P), 35(P), 36(P) and 37(P) of L.R. sheet No. 192), R.S. Khatian No. 1831 (corresponding to L.R. Khatian No. 7), Mouza-Dabgram, I.L. No. 2, Block Rajganj, New Jalpaiguri, Police Station: New Jalpaiguri (formerly, Bhaktinagar), Post Office: Satellite Township, District Jalpaiguri, PIN-734015, West Bengal and forming part of the **Utsodhaara: Teesta UIF Plots Phase-I/Project** for construction of independent building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities thereon at the Sub-Lessee's own cost and expenses (hereinafter referred to as the "Plot", more particularly described in **Schedule-"A"** hereto and delineated in "RED" border on **Plan** annexed under **Schedule-"B"** hereto **Together With** the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining sub-lessees of the Project and the Sub-Lessor in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "**Common Areas**", and

Artiqa Nazim Teesta Development Private Limited

Poojajit Das



more particularly described in Part-"A" of Schedule-"C" hereto) Together With the irrevocable right to use certain Township level amenities and facilities in common with the remaining 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 Sub-Lessor (hereinafter collectively referred to as the "Shared Common Facilities/Township Level Common Facilities" and more particularly described in Part-"B" of Schedule-"C" hereto and depicted in the Approved Master Plans of the Township annexed hereto and marked as Plan-"A/1" & "A/2") along with all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Plot and every part thereof on the terms, conditions and covenants hereinafter mentioned for the residual period out of 99 (ninety nine) 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 Sub-Lessor premium and rent as mentioned hereinafter during the subsistence of this Sub-Lease without any abatement or deduction whatsoever **SUBJECT HOWEVER** that the constructions to be made at the Plot should be in compliance with all the Applicable Laws **SUBJECT FURTHER 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 Plot **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 Plot from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Plot 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 Sub-Lessor and Sub-Lessee.

## 2. LEASE RENT AND TOTAL PRICE

- 2.1 The Sub-Lessee has paid the Total Price of **Rs. 13,10,93,252/-** (Rupees Thirteen Crore Ten Lakh Ninety Three Thousand Two Hundred Fifty Two) ("**TOTAL PRICE**") to the Sub-Lessor before the execution of this Deed. The Total Price includes Sub-Lease Premium, Other Charges & Deposits and Taxes in respect of the Plot.
- 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.

HILLVIEW LEISURE PVT. LTD.

Director

Arcisja Kicota Teesta Development Private Limited

Prakash T. Das  
Senior Executive Manager

- 2-4. In the event the Sub-Lessee delays in payment of Lease Rent to 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 PLOT/PROJECT:**

In terms of the stipulations contained in the Head Lease, the Sub-Lessor shall inform the Notified Agency and the notified agency (defined in the ASL/Head Lease) shall take over the management and maintenance of the Common Area and the Shared Common Facilities/Township Level Common Facilities. It is further clarified that maintenance charges shall be collected by the Sub-Lessor solely for the purpose of upkeep, security, management and maintenance of the Common Areas and Shared Common Facilities/Township Level Common Facilities mentioned in **Schedule-"C"** hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter/Sub-Lessor ("**Maintenance Company**"). Simultaneously with the taking over of the maintenance of the Common Areas and Shared Common Facilities/Township Level Common Facilities by the Notified Agency, the Promoter/Sub-Lessor shall handover the prorate period based unused maintenance charges, to the Notified Agency, subject to appropriate deductions as provided under the ASL and accounted thereof. The Sub-Lessor shall be responsible to provide and maintain through the Maintenance Company the essential services of the Project till the taking over of the maintenance of the Project by the Notified Agency. 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 Project, the Sub-Lessor shall be fully entitled to handover the Common Areas to the competent authority under the Act.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and the Shared Common Facilities are contained in clause 35 under Additional Terms of the ASL and/or the covenants of the Sub-Lessee mentioned herein, and all the Sub-Lessee of Plot shall be bound and obliged to comply with the same.

**4. THE SUB-LESSEE DOETH HEREBY COVENANTS WITH THE SUB-LESSOR AS FOLLOWS**

- 4.1 To observe and perform all the terms, covenants and conditions contained in the Head Lease to the extent and so far as they are applicable to the Plot as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 4.2 To use the Plot for the purposes of construction of independent building and for commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities purpose thereon.
- 4.3 To pay annual sub-lease rent plus applicable taxes in respect of the Plot. This payment of sub-lease rent (post handing over the Plot) shall not be withheld under any circumstances due to any force majeure condition as defined herein.

HILLVIEW LEISURE PVT. LTD.

Director

Arvija Kauria Teesta Development Private Limited

Praveen K. S.

- 4.4 Not to cause nuisance or annoyance to the adjoining sub-lessees and occupants.
- 4.5 To indemnify and keep indemnified the Sub-Lessor against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Head Lease or of these presents.
- 4.6 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 Plot and/or the building to be constructed thereon 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 Plot or the building(s) to be erected thereon after the delivery of the possession of the developed Plot to the Sub-Lessee, in accordance with the provisions of relevant laws.
- 4.7 To comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Plot and the building to be erected thereon including but not limited to the sanctioned Approved Master Plans and DPR, the terms of the RFP, and Head Lease and the Land Use Development and Control Plan (LUDCP) of the SJDA and the Building Rules of the concerned local authority and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Sub-Lessor saved harmless and indemnified for all losses claims and demands which the Sub-Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 4.8 To comply with and/or follow quality assurance plan and follow standard operating procedure while constructing the building on the Plot and to ensure that the construction is carried out in accordance with the stipulation of the National Building Code and relevant Indian Standard Codes applicable for structures and services and to complete construction thereof within **14 July 2028** in accordance with the period stipulated under the Head Lease in this regard **PROVIDED HOWEVER** that the Sub-Lessor may extend the timeline by another 2 (two) years in case of exceptional circumstances subject to the Sub-Lessor itself obtaining such extension under the Head Lease from the Lessor **FURTHER PROVIDED HOWEVER** that upon failure of the Sub-Lessee to comply with such covenant to commence and complete construction of the building(s) on the Plot within the time originally fixed or as may be extended by the Sub-Lessor, the sub-lease shall be liable to be terminated by the Sub-Lessor or the Lessor, as the case may be, and the Sub-Lessor or the Lessor, as the case may be, shall be fully entitled to re-enter in to or upon the Plot and obtain possession thereof.
- 4.9 To construct two underground tanks and two overhead tanks on the building to be constructed on the Plot such that the Sub-Lessee can be supplied with potable and non-potable water (for use of flushing, irrigation, car wash, street wash, gardening air conditioning use and other allied purposes). The Sub-Lessee shall mandatorily use two different piping systems to connect their potable and non-potable outlets and to install water tank sensors.

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 Director

Artija Neeta Teesta Development Private Limited  
  
 Director

- 4.10 To use fresh water from borewell only for potable usage. Accordingly, the Sub-Lessee shall install two water supply pipes one for potable water and another for non-potable water. The sub-lessee of plots with area in excess of 1000 sqm, shall install a STP (sewage treatment plant) of sufficient capacity as per the water demand for their development and the treated water from such STP shall be used for all non potable purposes like flushing, irrigation, car wash, street wash, gardening air conditioning use and other allied purposes. The Sub-Lessee shall further install an online monitoring system in their STP so that the quality of treated water can be monitored on regular basis by any third party and/or the Sub-Lessor or the representative of the Sub-Lessor.
- 4.11 To be responsible for its Diesel Set Generator ("DG Set") back up power to implement effective monitoring system for parameter of the DG Set. There will not be any DG Set back up power for the Project/Township. It will be the responsibility of the Sub-Lessee to implement effective monitoring system for other parameters of the DG.
- 4.12 To strictly observe the daily timings in conformity with the applicable laws or as may be prescribed by the Sub-Lessor for the purposes of carrying out or causing the construction to be carried out within the Plot, at its own costs and liabilities, keeping the Sub-Lessor saved harmless and indemnified in this regard.
- 4.13 To obtain at its own cost all permissions and licenses/ approvals from Governmental Authorities and other Statutory bodies which may be necessary to make, construct, erect, hold, use and/or enjoy the developed Plot and/or all building(s) constructed thereon and operate and maintain the Plot/Building in accordance with the terms of the Sub-Lease, Head Lease and Applicable Laws.
- 4.14 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 Sub-Lessor saved harmless and indemnified in this regard.
- 4.15 To keep the Plot and the building(s) thereon 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 Plot and the building thereon or of the nearby properties at any time.
- 4.16 To use low flow fixtures for saving water.
- 4.17 To maintain and keep the Plot and building in good and habitable condition.
- 4.18 To carry out regular maintenance and replacement of fire protection, security, electrical wirings, installations and appliances in the Plot/building.
- 4.19 To allow the Sub-Lessor, its agents and servants, or the Notified Agency with 24 hours' prior notice in writing (except for emergencies when no such notice would be required) to enter into and upon the Plot and the Building and all structures thereon and view the state and condition hereof and to give or leave notice of any defect in such condition which the Sub-Lessee shall be liable to make good within 15 days after such notice has been given or left.

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Director


Aravind Real Estate Development Private Limited

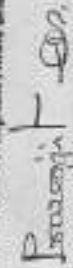
Paragjit

- 4.20 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Plot and/or the building and to keep the Sub-Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Plot and/or the building thereon, on the expiry or sooner determination of this Sub-Lease Deed, the Sub-Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of the Sub-Lease.
- 4.21 To execute to the satisfaction of the Sub-Lessor, all works and observe and perform all such rules and conditions which shall appear to the Sub-Lessor or to the appropriate authorities of the State to be necessary or desirable in order to keep the Plot and the building thereon in good sanitary order and condition.
- 4.22 To take steps to ensure that no third party may encroach in to or upon any portion of the Plot or the building(s) to be erected thereon.
- 4.23 To pay the applicable development fee to the Sub-Lessor or such other Governmental Authority as may be prescribed under Applicable Law.
- 4.24 To allow any person authorized by the Sub-Lessor or the Maintenance Company or the Notified Agency, to inspect, repair and clean sewer lines and/or manholes or to do any other works in connection therewith, within the Plot/building thereon without any obstruction or hindrance by the Sub-Lessee or by any of its men and agents.
- 4.25 As and when the Sub-Lessee constructs a building on the Plot to purchase and maintain, at its cost and expense, such insurance as are necessary, including but not limited to the following: [if applicable]
- (i) Builder's all risk insurance;
  - (ii) Loss, damage or destruction of the development facilities and services, at replacement value;
  - (iii) Comprehensive third-party liability insurance including injury or death to personnel of the Lessor and others who may enter the Site;
  - (iv) Workmen's compensation insurance;
  - (v) Storage cum erection insurance; and
  - (vi) Any other insurance that may be necessary to protect the Allottee/Sub-Lessee, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as defined in the Head Lease) those are insurable.

The Sub-Lessee shall, from time to time, provide to the Sub-Lessor or the Notified Agency, as the case may be, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Sub-Lessee in accordance with this Deed.

The Sub-Lessee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to the Sub-Lessor or the Notified Agency, as the case may be. Each insurance policy shall provide that

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 Director

Archie India Teesta Development Private Limited  


the same shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Sub-Lessor in writing. If at any time the Sub-Lessee fails to purchase and maintain in full force and effect any and all of the insurances required under this Deed, the Sub-Lessor or the Notified Agency, may at its option, purchase and maintain such insurance and all sums incurred by the Sub-Lessor or the Notified Agency, therefore, shall be reimbursed by the Sub-Lessee forthwith on demand, failure of which shall amount to event of default on the part of the Sub-Lessee.


The Sub-Lessee has deposited a sum of Rs. 3,05,500/- (Rupees Three Lac Five Thousand Five Hundred only) ("**Restoration Deposit**") with the Sub-Lessor and hereby expressly authorizes the Sub-Lessor to utilize and deduct therefrom the entire actual cost of repair and/or replacement in the event any damage is caused to any part or portion of the Common Areas and/or the Shared Common Facilities/Township Level Common Facilities at any time during the development of the Plot and/or construction of the structures thereon by the Sub-Lessee for any reason whatsoever including but not limited to dumping and movement of construction materials/vehicles. Such Restoration Deposit shall be retained by the Sub-Lessor till the completion of construction of structures by the Sub-Lessee on the Plot and the balance amount, if any, remaining after appropriate deductions therefrom in terms hereof shall be refunded with interest at the then prevailing SBI (1 year MCLR rate) per annum from the date of receipt of the sum till refund, if any, to the Sub-Lessee. It is hereby clarified that in the event such Restoration Deposit is not sufficient to cover the actual cost of repair and/or replacement as contemplated herein, the Sub-Lessee shall remain fully liable to bear and pay the differential cost of repair and/or replacement or reimburse the differential cost thereof at actuals, as the Sub-Lessor may direct at its sole discretion and keep the Sub-Lessor saved harmless and indemnified for all losses claims and demands which the Sub-Lessor may suffer or be put to by reason of any breach of this covenant.

- 4.26 To clear, upon the completion of the construction of building on the Plot, debris and remove unused materials, machinery and equipment that are not required and clear such area of the Plot. It is expressly provided herein that the Sub-Lessee shall be barred from using any part or portion of the Common Areas, if any and/or the Shared Common Facilities/Township Level Common Facilities for storing construction goods or materials at any time during the development of the Plot and/or construction of the structures thereon by the Sub-Lessee and to keep the Sub-Lessor saved harmless and indemnified for all losses claims and demands which the Sub-Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 4.27 Not to use or allow the Plot or any construction thereon for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 4.28 Not to amalgamate the Plot or any part thereof with any other plot or plots of land without the prior written permission of the Sub-Lessor.
- 4.29 Not to remove any earth from the Plot for any purpose other than for the purpose for which the Plot is Sub-leased, which earth should be used for refilling of trenches excavated for construction and not to cause any damage or depreciation to the Plot,

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Director

Arbija Nisha Tereeta Development Private Limited  
Praveen Tereeta

- 4.30 Not to bring in or store or allow to be brought in or stored in the Plot building constructed thereon or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Plot and/or the structures to be constructed thereon and not do or allow to be done on the building anything that may deteriorate the value of the building or the Plot or the Project or injure the same in anyway, except in accordance with law.
- 4.31 Not to allow the Plot and/or the building thereon or any construction thereon to be used in a manner which is not in conformity of any of the provisions of this Sub-Lease Deed.
- 4.32 Not to assign and/or transfer its right or interest in the Plot or any part thereof and the building to be constructed thereon (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 Plot and/or the building thereon) without previous approval in writing of the 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 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 Sub-Lessor.
- 4.33 Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the Plot.
- 4.34 Not at any time during the term of the Sub-Lease, to open or work or dig any quarries for clay, gravel or sand, in upon or under the Plot and the Sub-Lessee agrees that the Lessor has the right to all minerals in the Plot together with such rights of way and any other reasonable facilities as be requisite for mining, gathering and carrying away such minerals.
- 4.35 Not to make the Sub-Lessor liable nor any liability be contracted in the name of the Sub-Lessor for any obligation of the Sub-Lessee in connection with the Plot /building thereon.
- 4.36 Not to keep or leave at any time during the term of the sub-lease the Plot and/or any building(s) erected thereon unused, unattended or locked for a period of more than 10(ten) months.
- 4.37 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the Plot/building thereon or for any other similar cause or nature, happening for reasons beyond the Sub-Lessor's control.
- 4.38 Not to do or cause to be done in or upon the Plot or any part thereof or in the building(s) that may be erected thereon, any act, thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the Plot/building

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 Director

Artiqa Maria Taseer Development Private Limited  


thereon or to the owners or occupiers of any portion of the Adjoining Property or neighbouring land or premises.

- 4.39 Not to expose the Sub-Lessor, its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Sub-Lessee as set out in the clause 4 hereof which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep the Sub-Lessor, its officers and directors/employees always indemnified from all the aforesaid liabilities.
- 4.40 The engagement of a third party by the Sub-Lessee and the engagement of an independent consultant including, engineers and architects to assist the Sub-Lessee in connection with the performance of the Sub-Lessee's rights/duties shall in no way limit or relieve the Sub-Lessee of its obligations under this Deed.
- 4.41 At the expiry of the term hereby granted or sooner determination thereof, the Sub-Lessee shall make over vacant and peaceful possession of the Plot to the Sub-Lessor together with all buildings and constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures existing at the time of expiry of lease or sooner determination thereof.
- 4.42 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 Sub-Lessor solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the 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.
- 4.43 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 leasehold rights and interest of the Sub-Lessee shall at all times remain strictly restricted to the Sub-Lessee's allotted Plot only.

**5. THE SUB-LESSOR DOETH HEREBY COVENANTS WITH THE SUB-LESSEE AS FOLLOWS:**

- 5.1 The Sub-Lessor hereby records and acknowledges the receipt of **Rs. 13,10,93,252/-** (Rupees Thirteen Crore Ten Lakh Ninety Three Thousand Two Hundred Fifty Two) towards the Total Price reserved herein.
- 5.2 The Sub-Lessor has in itself good right and full authority to demise the Plot described in the Schedule-"A" 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 Plot and the building to be constructed thereon during the term of the Sub-Lease to

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Director

Arduja Media Trends Development Private Limited  
Prasanna T. Rao.



be created without any interruption, hindrance, disturbance or obstruction by the Sub-Lessor or any person claiming through under or in trust for the Sub-Lessor.

- 5.4 That the Sub-Lessee shall, with the prior permission in writing from the Sub-Lessor, be entitled to sub-let, sub-lease or otherwise deal with or dispose of plot, constructed spaces in the building(s) to be erected on the Plot not amounting to any assignment of entirety of Sub-Lessee's interest in the Plot on terms and conditions not contrary to or inconsistent with the terms of these presents, **PROVIDED HOWEVER** that the Sub-Lessee shall always keep the Sub-Lessor saved, harmless and indemnified from and against any losses claims or demands which the Sub-Lessor may suffer or be put to by reason of any such sub-letting or use.
- 5.5 All amounts payable by the Sub-Lessee are meant for the Sub-Lessor alone and the Lessor shall take no responsibility in this regard.
- 5.6 The Lessor shall not be liable in any way to the Sub-Lessee for entering into the agreement, for payment of money to the Sub-Lessor or on any other head or account whatsoever.
- 5.7 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 Common Areas and the Shared Common Facilities/Township Level Common Facilities or any part thereof. The Common Area, if any, the Shared Common Facilities/ Township Level Common Facilities will be managed and maintained by the Sub-Lessor/Maintenance Company or the Notified Agency, as the case may be. The Sub-Lessee would pay the applicable charges for maintenance of the Common Areas, if any and the Shared Common Facilities/ Township Level Common Facilities in the manner as may be advised by the Sub-Lessor/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. However, if the advance/deposits on that account is exhausted/ utilized in maintaining the Common Areas and the Shared Common Facilities/Township Level Common Facilities, the Sub-Lessee would pay the amount as billed to them on reasonable basis.
- 5.8 The terms and conditions stipulated in the Head Lease mutatis mutandis shall apply to the Sub-Lessee. All right, title and interest over the said Plot/building thereon shall after expiry or sooner determination of the Head Lease shall vest in the Lessor without any claim or demand for compensation or otherwise by the Sub-Lessee.
- 5.9 The Sub-Lessee agrees and undertakes that the Sub-lease in his favour shall be co-terminus with the Head Lease.
- 5.10 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.
- 5.11 The Sub-Lessee hereby indemnifies the Lessor/Sub-Lessor in respect of any claim against the Lessor/Sub-Lessor by any Statutory Authority or any other party with regard to the violation of the Head Lease by the Sub-Lessee.

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Director

Arduya Kaitia Trusts Development Private Limited  
Proprietor

5.12 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.

5.13 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 Sub-Lessor/ Lessor. The Sub-Lessee can mortgage the leasehold interest only (and not the demised land itself) on the demised land, whether in full or in part. 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 Sub-Lessor would have no financial obligation towards the Scheduled Banks/ Financial Institutions. The Sub-Lessee shall always keep the Sub-Lessor/ Lessor saved, harmless and indemnified from and against any losses, claims or demands which the 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 Sub-Lessor.

5.14 Such other terms and conditions which are customary, including the right of re-entry/termination of the 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 Sub-Lessor to the Sub-Lessee shall not in any way prejudice the rights of the Sub-Lessor under the Deed of Sub-Lease.

6.2 It is hereby clarified that in view of the fact that there is a single/common sanctioned Approved Master Plans which proposes the development of the Township comprising the Project along with several other phases, the competent authority under the Act, may issue a partial or temporary completion certificate or occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed as the "completion certificate" or the "occupancy certificate" for the Project in accordance with the Approved Master Plans, as per the requirement of the various provisions of the Act.

6.3 That the failure of the 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 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 sub-lease executed by both parties hereto.

6.4 The Sub-Lessee shall be entitled to construct his/its building on the Plot thereon. The total FAR area of the building will not exceed **15325.91** square metres which has been earmarked for the Plot by the Sub-Lessor. The Sub-Lessee would also not construct

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Archiya Navika Town Development Private Limited  
President

the building beyond the dotted line as shown in the **RED** dotted colour on **Plan-B** annexed hereto. The height of the building to be constructed would not exceed **27.5** meters and the map/plan for the building should be prepared/ sanctioned must follow the above restrictions. The Sub-Lessee in constructing the Building shall strictly abide by the Rules and Bye-laws of the concerned local authority and the construction norms and guidelines provided by the Sub-Lessor. The construction of the building in all respect must be completed by the Sub-Lessee over the Plot within **14 July 2028**.

- 6.5 The Sub-Lessee understands acknowledges and agrees that while plots up to 1000 square meters in area shall be provided with connections for storm-water from the Township bulk services, for larger plots (area greater than 1000 square metre) shall have to install rainwater harvesting pit in their respective plots. The balance runoff from driveways shall be taken for discharge on storm water drain of the Township.
- 6.6 The Sub-Lessee, in addition to payment of the Maintenance Charges as specified in para 3 above shall also pay the Guarding Charges as described in para 6.7 below.
- 6.7 In case the Sub-Lessee fails or neglects to take possession of his Plot as and when called upon by the Sub-Lessor or where physical delivery has been withheld by the Sub-Lessor on grounds stated elsewhere in the ASL/Deed the Sub-Lessee will be liable to pay Guarding Charges @ Rs. 1000/- per cottah per month for his Plot from the date of notice for possession till the actual date on which the physical possession of the Plot is taken by the Sub-Lessee.
- 6.8 The 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 Sub-Lessor (for the unallotted plots) all the other allottees/sub-lessees/lawful occupants of other plots comprised in the Project, and are more fully and particularly described in **Part-"A"** of **Schedule-"C"**.
- 6.9 The allottees/sub-lessees/lawful occupants of the Project shall be entitled to the irrevocable right to use the Shared Common Facilities/Township Level Common 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/lawful occupants of the Project in common with the Sub-Lessor (for the unallotted or retained plots/apartments/units/spaces) and the allottees/sub-lessees/lawful occupants of the others phases of the Township.
- 6.10 It is expressly clarified herein that the Sub-Lessor shall be fully entitled to the irrevocable right of use in respect of the Shared Common Facilities/Township Level Common Facilities in common with the allottees/lawful occupants of the Project and the allottees/lawful occupants of all other remaining phases of the Township.
- 6.11 The Sub-Lessee expressly understands that the 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 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 to be developed by the Sub-Lessor within the Township.

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Director

Academy Maria Trueta Development Private Limited  
Proprietor

6.12 The Sub-Lessee expressly agrees that the proposed Club may be developed or caused to be developed by the Sub-Lessor in such manner, with such facilities and within such period as the 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 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 Sub-Lessor. The Sub-Lessee further understands and agrees that if such Club is developed and launched by the 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 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 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 and/or Project in any manner whatsoever.

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Director

6.13 The Sub-Lessee expressly understands that while the Township shall be made accessible by the Sub-Lessor from the Township Existing Entry Point, the 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 shall be construed as a binding obligation on the part of the 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.

Arushi North Trusts Development Private Limited

Director

6.14 In relation to Clause 7 herein below, the Sub-Lessee expressly understands agrees and acknowledges that since the Project comprises of developed plots instead of constructed apartments as leasable units, the liability of the Sub-Lessor in relation to the rectification of any structural defects for a period of 5 (five) years as mentioned in Clause 7 below, is wholly inapplicable and therefore excluded by necessary implication.

6.15 The Sub-Lessee understands and agrees that the Sub-Lessor will provide pre-paid metered water supply for domestic use as per the water demand calculation of the respective plot, done by the Sub-Lessor and vetted by Kolkata Metropolitan Development Authority (KMDA) in accordance with the applicable laws. The amount of water estimated for the Plot is 20264/lpd. Any excess requirement of water must be arranged for by the Sub-Lessee. If the Sub-Lessee requires additional water supply in excess of the estimated demand mentioned above for its establishment, the Sub-Lessee must arrange for the additional water after taking necessary permissions from the relevant authorities.

- 6.16 The Sub-Lessee understands and agrees that the Township shall have two pipe systems for water supply, one pipeline for potable water and another pipeline for non-potable water. Water shall be supplied through two pre-paid metered ferrule connections, one for potable and another for non-potable water (However for the plots with area more than 1000 sqm. only the potable water through pre-paid meters and ferrules will be supplied). In order to conserve the use of fresh water, the fresh water arranged by the Sub-Lessor shall be utilized by the Sub-Lessee only for the potable purposes of drinking, food preparation, bathing etc. whereas the recycled treated wastewater shall be used for non-potable purpose like flushing, car wash, street wash, gardening and other allied purposes.
- 6.17 The Sub-Lessee understands and agrees that plots comprised in the Project measuring more than 1000 square meters in land area shall mandatorily be required to make their own provision for localized / individual sewage treatment and recycling plant ("STP") within their allotted plot and shall aim for zero liquid discharge after meeting the effluent quality standard for treated sewage fit for discharge into a water body as mandated by National Green Tribunal and Central Pollution Control Board. As mentioned in sub-clause 6.16 above, the treated STP water shall be used for non-potable purpose like flushing, car wash, street wash, gardening and other allied purposes. Any excess treated effluent may be discharged into the designated drains of the Township. The Allottee is required to install an online monitoring system through which any third party or the Sub-Lessor or the representative of the Sub-Lessor can monitor the quality of water coming out of the STP to ensure that the said treated water meets the criteria for discharge in the water body as mentioned above. The sub-lessee understands and agrees that the storm water drainage system is designed to take only 25% of the treated sewage of the Plot which is equal to 25 percent of 80% of the calculated water demand of the Plot as detailed in para 6.15 above.
- 6.18 The Sub-Lessee understands and agrees that plots comprised in the Project measuring more than 1000 square meters in land area shall mandatorily be required to make their own provision for localized / individual localized rainwater harvesting pit within their allotted plot. The balance run-off water from driveways shall be taken for discharge on storm water drain of the Township.
- 6.19 The Sub-Lessee understands that for allottees/sub-lessees who require electrical power load of more than 125 KVA but less than 1500 KVA, the electricity distribution company, West Bengal State Electricity Distribution Company ("WBSEDCL") shall provide single point supply at 11 KVA whereas for allottees who require electrical power load of more than 1500 KVA, WBSEDCL shall provide a single point supply at 33KV. Such allottee/sub-lessee may then distribute the power from such single point as per the individual requirements of its transferees/licensees in accordance with the applicable laws, rules, regulations, circulars, guidelines and notifications. WBSEDCL shall charge any allottee/sub-lessee as per the consumption at single point supply end through HT Meter. The Sub-Lessee agrees to apply to WBSEDCL depending on its estimated power load requirement and the required connection will be provided by WBSEDCL directly. The cable laying will be done by the Sub-Lessee strictly through the electrical corridor created by the Sub-Lessor in the Township. The laying cost and the ancillary expenses, if any, from the 33KV or the 11 KV substation will be borne by the Sub-Lessee only.

HILVENEASURE PVT. LTD.  
Director

Archiya Manoj Treeta Development Private Limited  
Proprietor

6.20 The Sub-Lessee understands that in terms of Memo No. 822(23)-T&CP/C-2/IR-06/2016 and dated 31<sup>st</sup> March, 2017, issued by the Urban Development and Municipal Affairs, Government of West Bengal the sub-lessees of commercial, institutional or any other non-residential units having a plot area exceeding 5000 square meters shall have to ensure a separate solid waste management space within their allotted plot and such sub-lessees will be responsible for taking permission from relevant authorities on the solid waste disposal.

6.21 In addition, to whatever has been agreed in the clause 3 above, the Parties agreed specifically as under with regard to maintenance and management of the Common Areas and Shared Common Facilities/Township Level Common Facilities:

(i) The Common Areas and the Shared Common Facilities/Township Level Common Facilities shall be handed over to the Notified Agency in terms of the Head Lease. However, 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 Project, the Sub-Lessor shall be fully entitled to handover the Common Areas and Shared Common Facilities/ Township Level Common Facilities, as the case may be, to the competent authority as per the Act.

(ii) In the event the Notified Agency is not identified/declared/notified by the Lessor in terms of the Head Lease or any delay in the taking over of the Common Areas and/or the Shared Common Facilities/Township Level Common Facilities by the Notified Agency under the Head Lease or the competent authority under the Act for reasons not attributable to the Sub-Lessor within the statutorily prescribed period or in terms of the Head Lease, then the Sub-Lessor, in order to ensure the benefit of the Project and the allottees/sub-lessees/lawful occupants, either on its own or through Maintenance Company shall continue to maintain and manage the Common Areas, if any and the Shared Common Facilities/Township Level Common Facilities at the costs and expenses of the allottees/sub-lessees/lawful occupants but for a period not exceeding 3 (three) years from the date of completion of the Project in conformity with the provisions of the Act ("**Interim Maintenance Period**"). The Sub-Lessee, will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period for the maintenance of both the Common Areas ("**Interim Maintenance Charges**") and the Shared Common Facilities/ Township Level common Facilities ("**Interim Shared Common Facilities Maintenance Charges**"), which amounts are separately included in the Total Price and shall be collectively referred to as the "**Maintenance Charges**". The Interim Maintenance Charges and the Interim Shared Common Facilities Maintenance Charges is part of the Total Price. It is further 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 Common Areas, if any, and/or the Shared Common Facilities/Township Level Common Facilities for any period beyond the Interim Maintenance Period, if applicable. Such agreement/s, if executed by the Parties herein in pursuance of the terms

HILLVIEW LEISURE PVT. LTD.  
Director

Archipia Media Teesta Development Private Limited  
S. Prasad

of this Deed, shall at all times be construed as an integral part of this Deed.

- (iii) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and the Shared Common Facilities/ Township Level Common Facilities shall during the Interim Maintenance Period, be framed by the Sub-Lessor/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.
- (iv) The Sub-Lessee has paid the Maintenance Charges as per the ASL. The Sub-Lessor reserves the right to utilise 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 Sub-Lessor (without interest) to the Notified Agency, at the time of handing over the management and maintenance of the 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.
- (v) 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.

6.22 **Taxes:** All prices, rates, fees and charges etc. mentioned in this Deed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Sub-Lessee.

**7. DEFECT LIABILITY:**

It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Sub-Lessor as per the ASL relating to such development is brought to the notice of the 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 Sub-Lessor to rectify such defects without further charge, within 30 (thirty) days, and in the event of 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 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 Sub-Lessor.

It is expressly agreed and understood that in case the Sub-Lessee, without first notifying the Sub-Lessor and without giving to the Sub-Lessor the opportunity to inspect assess and determine the nature of such defect (which inspection Sub-Lessor shall be required to complete within 15 (fifteen) days of receipt of the notice from the

HILVIEW LESURE PVT.LTD  
Director

Aravind Mania Teesta Development Private Limited  
Rajesh K. S.

Sub-Lessee), alters the state and condition of such defect, then the 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.

**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 Sub-Lessor in the Plot, the Plans and the constructions, including the quality and specifications thereof the area of the said Plot, 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 plotted development, the Common Areas and the said Plot and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, *khos*, vacant peaceful, satisfactory and acceptable possession of the Plot has been handed over by the Sub-Lessor to the Sub-Lessee, which the Sub-Lessee admits, acknowledges and accepts.

HILLVIEW LEISURE PVT.LTD.  
*[Signature]*  
Director

**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 expressly 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 Common Areas, if any of the Project 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 22-06-2022 executed by the Parties shall form and be treated as integral part of this Deed.

Archiya Health Town Development Private Limited  
*[Signature]*  
Srinivas Reddy



**SCHEDULE - "A"**  
**[DESCRIPTION OF PLOT]**

**ALL THAT** the Plot No. **UIF-3/5** measuring **4086.91** sq. mtrs (equivalent to **61.10** cottahs), more or less, situated in R.S. *Dag* No(s). 63(P), 139(P) and 140(P) of R.S. Sheet No. 16 (corresponding to L.R. *Dag* No(s). 23(P), 24(P), 34(P), 35(P), 36(P) and 37(P) of L.R. sheet No. 192), R.S. *Khatian* No. 1831 (corresponding to L.R. *Khatian* No. 7) (contained in several *Dag* nos. more particularly articulated in the chart below), at Mouza Dabgram, I.L. No. 2, Block Rajganj, New Jalpaiguri, Police Station: New Jalpaiguri (formerly, Bhaktinagar), Post Office: Satellite Township, District Jalpaiguri, PIN-734015, West Bengal in the **Utsodhaara Teesta UIF Plots Phase- I** for construction of independent building and for commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project and butted and bounded as follows:

East: PLOT NO. UIF-3/6 & 15 M ROW;  
West: PLOT NO. UIF-3/4;  
North: 10 M ROW SERVICE ROAD;  
South: 15 M ROW.

Plot No: UIF-3/5

| RS NUMBER    | SHEET | RS KHATIAN NUMBER (erstwhile) | RS DAG NUMBER | AREA (Square Meter) | AREA (Cottah) |
|--------------|-------|-------------------------------|---------------|---------------------|---------------|
| 16           |       | 1831                          | 63(P)         | 716.86              | 10.72         |
|              |       |                               | 139(P)        | 2844.19             | 42.52         |
|              |       |                               | 140(P)        | 525.87              | 7.86          |
| <b>Total</b> |       |                               |               | <b>4086.91</b>      | <b>61.10</b>  |
| LR NUMBER    | SHEET | LR KHATIAN NUMBER             | LR DAG NUMBER | AREA (Square Meter) | AREA (Cottah) |
| 192          |       | 7                             | 23(P)         | 2991.23             | 44.72         |
|              |       |                               | 24(P)         | 0.12                | 0.00          |
|              |       |                               | 34(P)         | 225.53              | 3.37          |
|              |       |                               | 35(P)         | 765.95              | 11.45         |
|              |       |                               | 36(P)         | 103.12              | 1.54          |
|              |       |                               | 37(P)         | 0.96                | 0.02          |
| <b>Total</b> |       |                               |               | <b>4086.91</b>      | <b>61.10</b>  |

**SCHEDULE - "B"**  
**[PLAN OF THE PLOT]**

Plot No. **UIF-3/5** is shown in 'RED' border on Plan - "B" annexed hereto also showing the dotted RED line for set-backs of the building to be constructed thereon.

HILL DEVELOPMENT  
Director

Archiya Herita Teesta Development Private Limited  
Receipt No.

**SCHEDULE – "C"**  
**Part – "A"**  
**[COMMON AREAS]**

The Project is a plotted development, therefore, save and except the individual plots there is no dedicated common area in the Project.

**Part - "B"**  
**[SHARED COMMON FACILITIES / TOWNSHIP LEVEL COMMON FACILITIES]**

1. Arterial road(s) and driveways;
2. Water supply network within the Township with borewell;
3. Electric cable network within the Township with necessary substation;
4. Storm water drainage network within the Township;
5. Sewerage network within the Township only on emergency basis in case of mal function of the private STP install in the Plot subject to written permission and satisfaction of the Maintenance Company or Notified Agency;
6. Street Lighting;
7. Recreational areas (except plot GR-15 & the Club on plot no. UIF-5, being a part of the Retained Land);
8. Access Road from the Township boundary line to the Entry & Exit Gate of the Township as depicted in Plan – "A/1" & "A/2" hereto.

HILLVIEW LEISURE PVT. LTD.  
Director

Archieve Nivida Tacta Development Private Limited  
Poojitha S

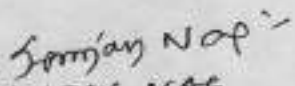
**IN WITNESS WHEREOF** Parties herein above named have set their respective hands and signed this Deed of Sub-Lease at Siliguri in the presence of attesting witness, signing as such on the day, month and year first above written.

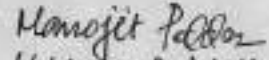
**SIGNED AND DELIVERED BY**  
**THE WITHIN NAMED SUB-LESSOR** in the presence of:

Ambuja Neotia Teesta Development Private Limited

  
Manojit  
Signatory Authority, Manager  
(Authorised Signatory)


Witness:

1.   
SANJAY NAG  
41, Patilbongra Street Kolkata - 700009.

2.   
MANOJIT POBBAR  
Phansidewa, Darjeeling - 734431.

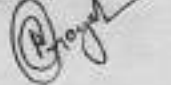
**SIGNED AND DELIVERED BY**  
**THE WITHIN NAMED SUB-LESSEE** in the presence of:

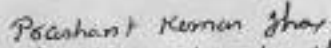
Signature:

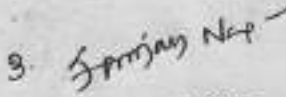


Name: Nawal Kishore Goyal

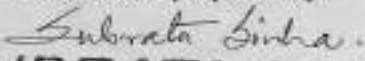
Witness:

1.   
AYUSH GOYAL Son of  
NAWAL KISHORE GOYAL  
Khalpara, Siliguri - 734005

2.   
Poochanta Kanan Ghor  
S/O Abhay chandra Ghor  
Shivmandir, Siliguri - 734013  
P.S. Matigora.

3.   
SANJAY NAG  
41, Patilbongra Street - KOL - 700009

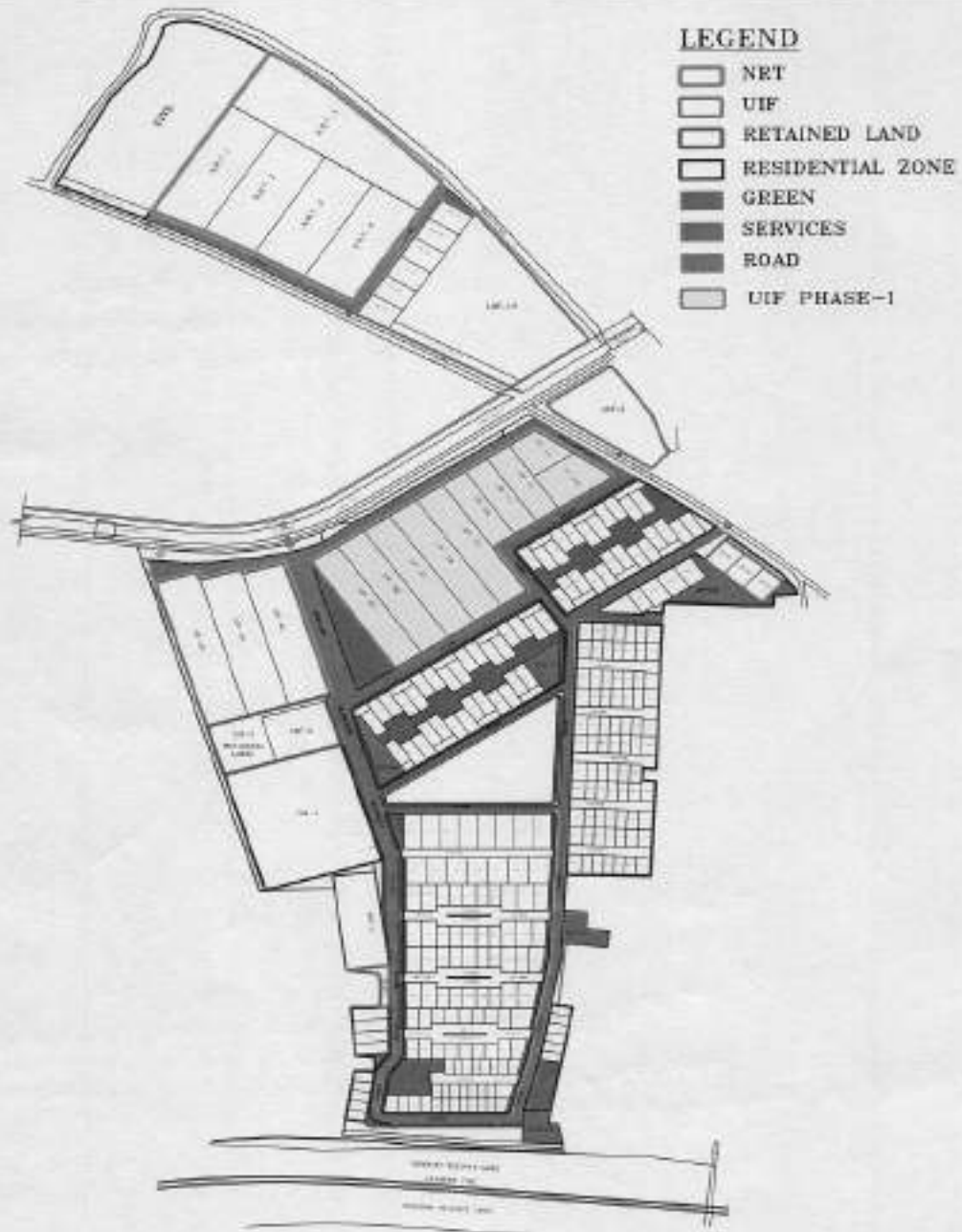
Drafted and prepared by:

  
**SUBRATA SINHA**  
Advocate / Siliguri  
Enrol. No. F-709/666/M4

# UTSODHAARA - TEESTA TOWNSHIP

AT MOUZA DABGRAM, J.L. NO.2, BLOCK RAJGANJ, DISTRICT : JALPAIGURI, WEST BENGAL

PLAN 'A/1'



SITE PLAN

NOT TO SCALE

AS PER SANCTION MEMO NO. 1276/III/P/g/854/14/P-1 /SJDA DATED 07.10.2020



Ambuja Neotia Teesta Development Private Limited

*Poojanjit Das*  
Signatory Authority, Manager

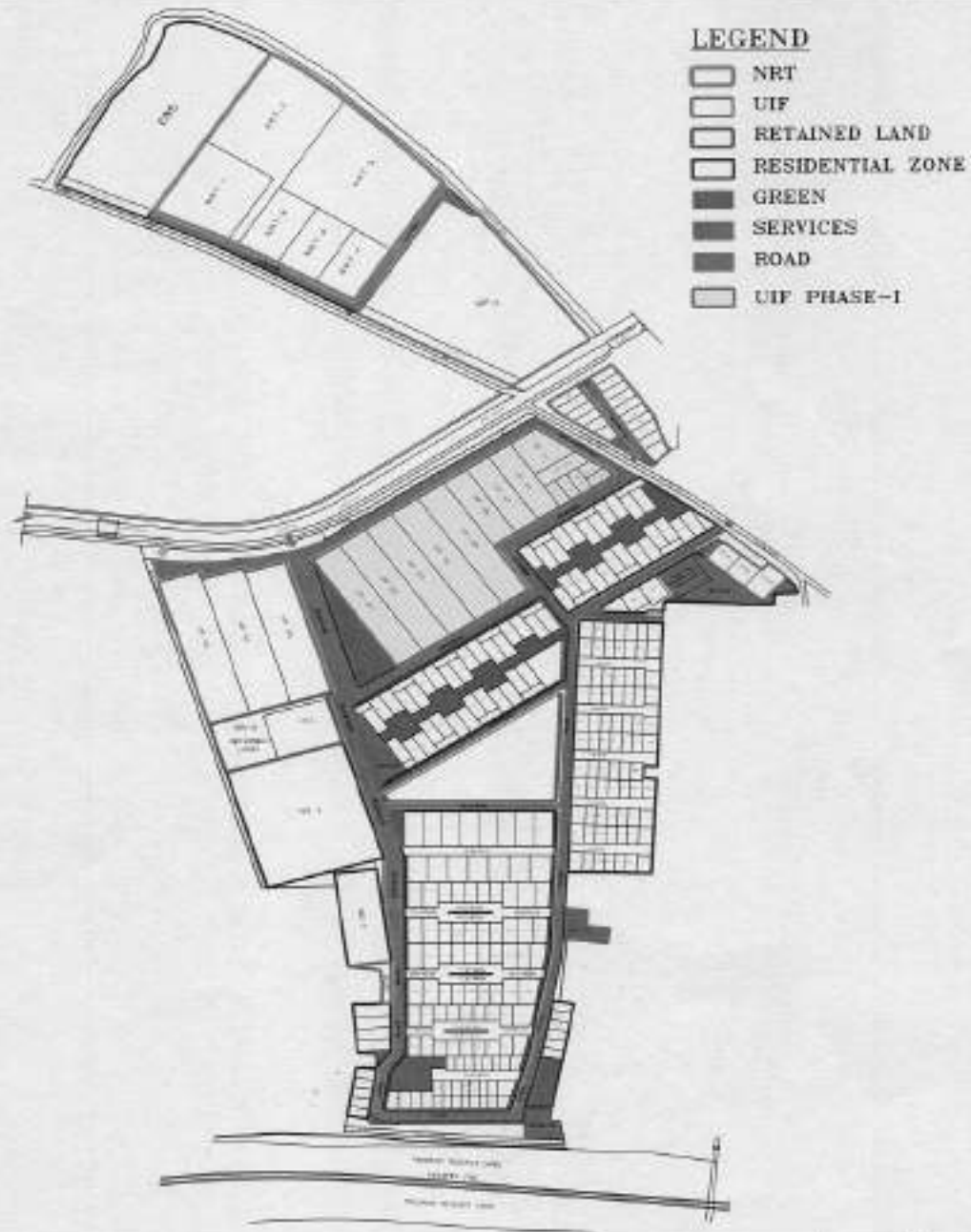
HILLVIEW LEISURE PVT. LTD.

*[Signature]*  
Director

# UTSODHAARA - TEESTA TOWNSHIP

AT MOUZA DABGRAM, J.L. NO.2, BLOCK RAJGANJ, DISTRICT : JALPAIGURI, WEST BENGAL

PLAN 'A/2'



SITE PLAN  
NOT TO SCALE

AS PER MEMO NO. 1422/III/Plg/854/14/P-II/SJDA DATED 11.08.2021



Amouja Neotia Teesta Development Private Limited

*Poornajit Das*  
Signatory Authority, Manager

HILLVIEW LEISURE PVT. LTD.

*Prayudh*  
Director

# UTSODHAARA - TEESTA TOWNSHIP

AT MOUZA DABGRAM, J.L. NO.2, BLOCK RAJGANJ, DISTRICT JALPAIGURI, WEST BENGAL

PLAN 'B'

### DESCRIPTION OF PLOT - PLOT NO. UIF-3/5

| PLOT AREA       | PLOT NO. UIF-3/5 |            |               |               | NOTE OR USE |
|-----------------|------------------|------------|---------------|---------------|-------------|
|                 | R/S DAD 1075     | 718.85 SQM | 11.5 DEG      | 18.75 COTTAGE |             |
| R/S DAD 1075    | 254.10 SQM       | 19.2 DEG   | 42.52 COTTAGE | NONE OR USE   |             |
| R/S DAD 1075    | 122.87 SQM       | 16.2 DEG   | 7.94 COTTAGE  |               |             |
| TOTAL PLOT AREA | 498.97 SQM       | 80.9 DEG   | 51.18 COTTAGE |               |             |

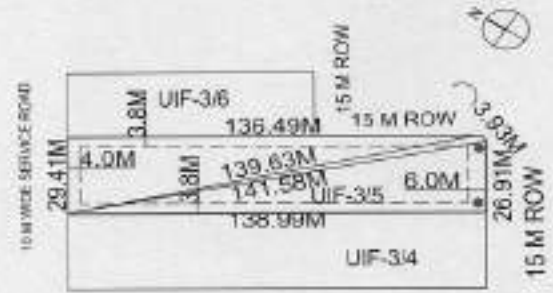
  

| PLOT AREA       | PLOT NO. UIF-3/4 |            |               |               | NOTE OR USE |
|-----------------|------------------|------------|---------------|---------------|-------------|
|                 | L/R DAD 2571     | 280.32 SQM | 75.5 DEG      | 48.72 COTTAGE |             |
| L/R DAD 2471    | 31.2 SQM         | 3.0 DEG    | 1.03 COTTAGE  | NONE OR USE   |             |
| L/R DAD 1075    | 225.34 SQM       | 3.0 DEG    | 1.33 COTTAGE  |               |             |
| L/R DAD 2071    | 98.88 SQM        | 18.0 DEG   | 11.48 COTTAGE |               |             |
| L/R DAD 3071    | 100.32 SQM       | 0.0 DEG    | 1.34 COTTAGE  |               |             |
| L/R DAD 2071    | 3.96 SQM         | 23.5 DEG   | 0.32 COTTAGE  |               |             |
| TOTAL PLOT AREA | 498.97 SQM       | 118.40 DEG | 61.92 COTTAGE |               |             |

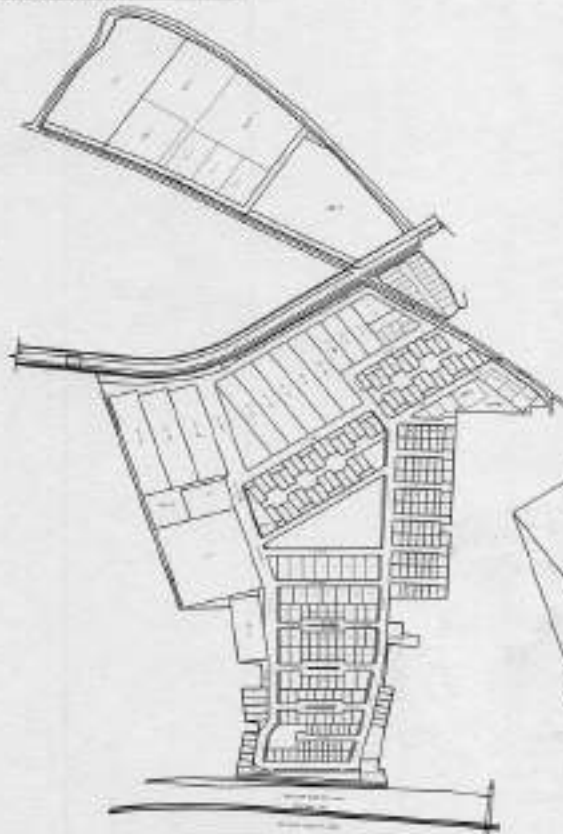
| BOUNDARY     |                            |
|--------------|----------------------------|
| ON THE NORTH | 10M ROW SERVICE ROAD       |
| ON THE SOUTH | 15M ROW                    |
| ON THE EAST  | PLOT NO. UIF-3/4 & 15M ROW |
| ON THE WEST  | PLOT NO. UIF-3/4           |

| WATER AND SEWER CONNECTION POINT |   |
|----------------------------------|---|
| WATER SUPPLY POINT               | ■ |
| SEWER MANHOLE POINT              | ■ |

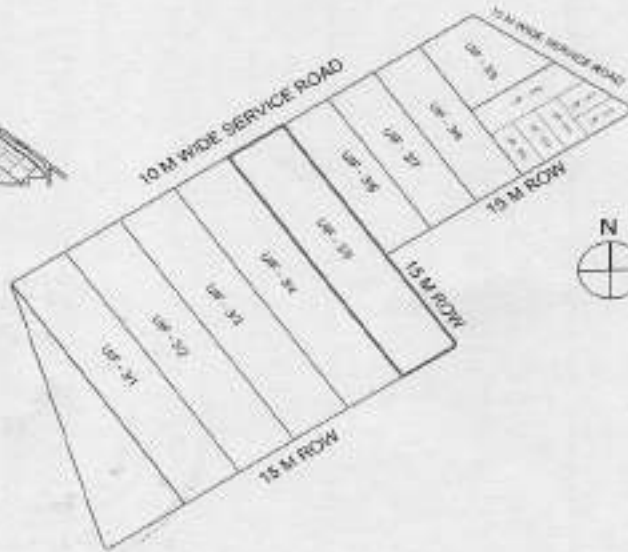
PLAN SHOWING THE PLOT NO. UIF-3/5  
AREA MARKED IN RED COLOUR



PLOT LAYOUT PLAN



SITE PLAN



ZONING PLAN

PLOT DETAILS  
REF TO SCALE



Arbuja Neolia Teesta Development Private Limited

*Prasanna*  
Signatory Authority, Manager

HILLVIEW LEISURE PVT. LTD.

*Prayal*  
Director

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING NO. 3/2020 OF THE BOARD OF DIRECTORS OF AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED HELD AT 'ECOSPACE BUSINESS PARK', BLOCK- 4B, 3<sup>RD</sup> FLOOR, PREMISES NO. IIF/11, ACTION AREA - II, NEW TOWN, KOLKATA - 700156 ON TUESDAY, 01<sup>ST</sup> DAY OF DECEMBER, 2020

Authority for signing agreements, documents in connection with the development of Teesta Township Project:

"RESOLVED THAT in supersession of all earlier resolutions any one of the directors of the Company or any one of the following authorised signatories be and are hereby severally authorized to sign, authenticate and submit all the necessary agreements, papers, letters, forms, documents, etc to various relevant authorities in connection with the development of Teesta Township Project of the Company under the name "Utsodhaan" and to represent the Company before all the relevant authorities in regard to the matter stated above and to attend and do all such acts, things and deeds to give effect to the above mentioned matter:

- (i) Mr. Girraj Damani;
- (ii) Mr. Manoj Kumar Pasari;
- (iii) Mr. Vivek Gupta;
- (iv) Mr. Magesh Sharma;
- (v) Mr. Surjit Das;
- (vi) Mr. Piyush Singhania;
- (vii) Mr. Prasenjit Das, Authorised Signatories."

"RESOLVED FURTHER THAT a copy of the above resolution, duly certified as true by any of the directors of the Company be send to such authorities and/or persons, as and when required, in connection with the aforesaid matter."

Certified To Be True

For Ambuja Neotia Teesta Development Private Limited



Sanjay Chaudhuri  
Director  
DIN: 00649356

AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED (Formerly known as Mohak Builder Private Limited)  
Regd. Office: Ecospace Business Park, Block- 4B, 6<sup>th</sup> Floor, Premises No. IIF/11, Action Area-II,  
New Town, Kolkata -700160  
P +91 033 4040 6060 | F +91 033 40406161 | W www.ambujanectia.com  
CIN: U70109WB2011PTC157834

REALTY | HOSPITALITY | HEALTHCARE | EDUCATION | INCUBATION

## HILLVIEW LEISURE PRIVATE LIMITED

CIN: U70103WB2016PTC218164

The company is registered under the Companies Act, 2013  
Regd Office: Siliguri Balaji Stores Nabin Sen Road, Opp Hotel Phonix  
Siliguri, Darjeeling- 734001, West Bengal  
Email Id - hillview.slg01@gmail.com, Mobile No. - 9933380000

**EXTRACT OF THE RESOLUTION NO. 1 PASSED AT THE EXTRAORDINARY GENERAL MEETING OF HILLVIEW LEISURE PRIVATE LIMITED HELD ON TUESDAY, 22<sup>ND</sup> DAY OF AUGUST, 2023 AT 12:00 A.M. AT ITS REGISTERED OFFICE, SILIGURI BALAJI STORES, NABIN SEN ROAD, OPP HOTEL PHONIX, SILIGURI, DARJEELING - 734001, WEST BENGAL.**


### **CERTIFIED TRUE COPY**

**"RESOLVED THAT** the Director of the Company Shri Nawal Kishore Goyal, the Director be and is hereby authorised to negotiate in connection with the various formalities for transfer of leasehold rights of Plot bearing UIF-3/5 measuring 61.10 Cottahs at Utsodhaara Teesta UIF Plots Phase-1 in favour of **M/s. Hillview Leisure Private Limited.**

**FURTHER RESOLVED THAT** Shri Nawal Kishore Goyal, the Director of the Company be and is hereby authorised to execute all the necessary legal documents or supplemental Agreement or any other documents/s as may be required by any concerned authorities for completing various formalities for transfer of leasehold rights of their plot in favour of **M/s. Hillview Leisure Private Limited.**




Hillview Leisure Pvt. Ltd.

**HILLVIEW LEISURE PVT. LTD.**

  
Director Director  
DIN NO. 09542522



**EXECUTANT SHEET**












| Photo   |            | Thumb   | Fore Finger  | Middle Finger   | Ring Finger   | Little Finger   |
|---|------------|---|--|---|---|---|
|  | Left Hand  |  |  |  |  |  |
|   | Right Hand |  |  |  |  |  |

Ambaja Nostia Teasta Development Private Limited

  
 Signatory Authority, Manager

\_\_\_\_\_  
Signature with date.

**CLAIMANT SHEET**

| Photo   |            | Thumb   | Fore Finger  | Middle Finger   | Ring Finger   | Little Finger   |
|---|------------|---|--|---|---|---|
|  | Left Hand  |  |  |  |  |  |
|   | Right Hand |  |  |  |  |  |

HILLVIEW LEISURE PVT. LTD.

  
 Director

\_\_\_\_\_  
Signature with date.

**IDENTIFIER PHOTO SHEET**

**PHOTO**



**LEFT THUMB IMPRESSION**



*Srinjan Nayak*





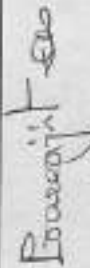



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name :Jaipalguri



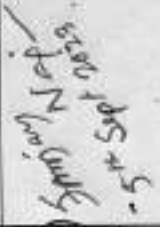
Signature / LTI Sheet of Query No/Year 07118002256139/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant  | Category  | Photo  | Finger Print  | Signature with date   |
|--------|--|---|--|---|---|
| 1      | Mr PRASENJIT DAS<br>Silpasamiti Para., City:-<br>Jaipalguri, P.O:-<br>Jaipalguri, P.S:-<br>Jaipalguri, District:-<br>Jaipalguri, West Bengal,<br>India, PIN:- 735101                                   | Represent<br>ative of<br>Lessor<br>[AMBUJA<br>NEOTIA<br>TEESTA<br>DEVELOP<br>MENT<br>PRIVATE<br>LIMITED ] |    |    | <br>05/09/2023 |
| 2      | Mr NAWAL KISHORE<br>GOYAL S. P. Mukherjee<br>Road, Near Maruti<br>Apartment,, City:- Not<br>Specified, P.O:- Siliguri,<br>P.S:-Siliguri, District:-<br>Darjeeling, West Bengal,<br>India, PIN:- 734005 | Represent<br>ative of<br>Lessee<br>[HILLVIE<br>W<br>LEISURE<br>PRIVATE<br>LIMITED ]                       |  |  | <br>05/09/23 |

Query No-07118002256139/2023, 05/09/2023 01:19:14 PM BHAKTINAGAR (A.D.S.R)

Page 2 of 3

| Sl No. | Name and Address of Identifier   | Identifier of                            | Photo  | Finger Print  | Signature with date   |
|--------|--|--|--|---|---|
| 1      | Mr SANJAY NAG<br>Son of Mr SANKAR NAG<br>41, Pataldanga Street,raja Rammohan Roy Sarani, City:- Kolkata, P.O:- Amharst Street, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009 | Mr PRASENJIT DAS, Mr NAWAL KISHORE GOYAL |  |  |  |

(Biswarup Goswami)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 BHAKTINAGAR  
 Jalpaiguri, West Bengal

Query No:-07118002256139/2023, 05/09/2023 01:19:14 PM BHAKTINAGAR (A.D.S.R)

Page 3 of 3

### Major Information of the Deed

|  |  |  |            |
|--|--|--|------------|
| Deed No :  | I-0711-06628/2023  | Date of Registration                       | 11/09/2023 |
| Query No / Year  | 0711-8002256139/2023   | Office where deed is registered            |            |
| Query Date   | 04/09/2023 4:26:35 PM  | A.D.S.R. BHAKTINAGAR, District: Jalpaiguri |            |
| Applicant Name, Address & Other Details                            | SUBRATA SINHA<br>SILIGURI COURT,Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001,<br>Mobile No. : 7001267724, Status :Advocate |  |            |
| Transaction  |  | Additional Transaction                     |            |
| [0417] Lease, Lease in pursuant to a registered Agreement to Lease |  |  |            |
| Set Forth value  |  | Market Value                               |            |
|  |  | Rs. 8,79,84,003/-                          |            |
| Stampduty Paid(SD)   |  | Registration Fee Paid                      |            |
| Rs. 20/- (Article:35)  |  | Rs. 7/- (Article:A(1))                     |            |
| Remarks  | Lease Period 97 Years 10 Months Advance/Premium Rs 11,60,90,000/-  |  |            |

### Land Details :

District: Jalpaiguri, P.S:- New Jalpaiguri, Gram Panchayat: FULBARI-I, Mouza: Dabgram Sheet No - 16, Pin Code : 734015

| Sch No | Plot Number | Khatian Number       | Land Proposed  | Use ROR | Area of Land      | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details   |
|--------|-------------|----------------------|----------------|---------|-------------------|-------------------------|-----------------------|---|
| L1     | RS-63       | RS-1831              | Commercial Use | Sahari  | 10.72 Katha       |                         | 1,54,36,801/-         | Width of Approach Road: 50 Ft., Adjacent to Metal Road, ,Last Reference Deed No :0711-I -06259-2022, Project Name : Utsodhara (Health and Education) Zone A |
| L2     | RS-139      | RS-1831              | Commercial Use | Sahari  | 42.52 Katha       |                         | 6,12,28,802/-         | Width of Approach Road: 50 Ft., Adjacent to Metal Road, ,Last Reference Deed No :0711-I -06259-2022, Project Name : Utsodhara (Health and Education) Zone A |
| L3     | RS-140      | RS-1831              | Commercial Use | Sahari  | 7.86 Katha        |                         | 1,13,18,400/-         | Width of Approach Road: 50 Ft., Adjacent to Metal Road, ,Last Reference Deed No :0711-I -06259-2022, Project Name : Utsodhara (Health and Education) Zone A |
|        |             | <b>TOTAL :</b>       |                |         | <b>100.815Dec</b> | <b>0 /-</b>             | <b>879,84,003 /-</b>  |   |
|        |             | <b>Grand Total :</b> |                |         | <b>100.815Dec</b> | <b>0 /-</b>             | <b>879,84,003 /-</b>  |   |

**Lessor Details :**

| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED</b><br>Ecospace Business Park, Block-4B, Sixth Floor, Premises No.-IIF/11, Action Area-III-A,, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700160 , PAN No.:: aaxxxxx3d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

**Lessee Details :**

| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>HILLVIEW LEISURE PRIVATE LIMITED</b><br>Siliguri Balaji Stores, Nabin Sen Road, Opposite Hotel Phonix,, City:- Not Specified, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx2N,Aadhaar No Not Provided, Status :Organization, Executed by: Representative |

**Representative Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Mr PRASENJIT DAS (Presentant )</b><br>Son of Late Pranab Kumar Das Silpasamiti Para,, City:- Jalpaiguri, P.O:- Jalpaiguri, P.S:-Jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 735101, Sex: Male, By Caste: Hindu, Occupation: Private Service, Citizen of: India, , PAN No.:: AGxxxxxx8E, Aadhaar No: 34xxxxxxxx7883 Status : Representative, Representative of : AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED (as as Authorised Signatory)  |
| 2     | <b>Mr NAWAL KISHORE GOYAL</b><br>Son of Mr Jagadish Prasad Sarsodia S. P. Mukherjee Road, Near Maruti Apartment,, City:- Not Specified, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7C, Aadhaar No: 23xxxxxxxx0488 Status : Representative, Representative of : HILLVIEW LEISURE PRIVATE LIMITED (as as Authorised Signatory) |

**Identifier Details :**

| Name   | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| <b>Mr SANJAY NAG</b><br>Son of Mr SANKAR NAG<br>41, Pataldanga Street,raja Rammohan Roy Sarani, City:- Kolkata, P.O:- Amharst Street, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009 |       |              |           |
| Identifier Of Mr PRASENJIT DAS, Mr NAWAL KISHORE GOYAL   |       |              |           |



**Endorsement For Deed Number : I - 071106628 / 2023**

**On 04-09-2023**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,79,84,003/-.



**Biswarup Goswami**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BHAKTINAGAR**  
**Jalpaiguri, West Bengal**

**On 05-09-2023**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 04:45 hrs on 05-09-2023, at the Private residence by Mr PRASENJIT DAS ,.


**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 05-09-2023 by Mr PRASENJIT DAS, as Authorised Signatory, AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED, Ecospace Business Park, Block-4B, Sixth Floor, Premises No.-IIF/11, Action Area-III-A,, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700160

Identified by Mr SANJAY NAG, , , Son of Mr SANKAR NAG, 41, Pataldanga Street,raja Rammohan Roy Sarani, P.O: Amharst Street, Thana: Amharst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Private Service

Execution is admitted on 05-09-2023 by Mr NAWAL KISHORE GOYAL, as Authorised Signatory, HILLVIEW LEISURE PRIVATE LIMITED, Siliguri Balaji Stores, Nabin Sen Road, Opposite Hotel Phonix,, City:- Not Specified, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Identified by Mr SANJAY NAG, , , Son of Mr SANKAR NAG, 41, Pataldanga Street,raja Rammohan Roy Sarani, P.O: Amharst Street, Thana: Amharst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Private Service



**Biswarup Goswami**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BHAKTINAGAR**  
**Jalpaiguri, West Bengal**

**On 11-09-2023**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35 of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7.00/- ( A(1) = Rs 7.00/- ) and Registration Fees paid by Cash Rs 7.00/-



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10/- and Stamp Duty paid by Stamp Rs 20.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 678, Amount: Rs.20.00/-, Date of Purchase: 05/09/2023, Vendor name: Subhankar Ghosh



**Biswarup Goswami**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BHAKTINAGAR**  
**Jalpaiguri, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2023, Page from 135056 to 135097

being No 071106628 for the year 2023.



*DM*

(Biswarup Goswami) 18/09/2023

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BHAKTINAGAR

West Bengal.