

21/02/2020

BIBEK SETHIA <topflowconstruction@gmail.com>



Fwd: Draft agreement of Topflow

1 message

Tue, Jan 28, 2020 at 9:12 AM

bibek sethia <bibek15148@gmail.com>
To: Aryant Sethia <rickysethia@gmail.com>, BIBEK SETHIA <topflowconstruction@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Om Prakash Singh <omprakashsingh@somanirealtors.com>
Date: 27 January 2020 at 21:56:20 IST
To: bibek15148@gmail.com
Subject: Fwd: Draft agreement of Topflow

Dear Mr. Sethia,

Please check the attachment of draft agreement.

----- Forwarded message -----

From: Amit Kumar Agarwal <aurorawaterfront@gmail.com>
Date: Sat, 25 Jan 2020, 14:30
Subject: Draft agreement of Topflow
To: Om Prakash Singh <omprakashsingh@somanirealtors.com>

PFA

Aurora Studio Pvt. Ltd.
Plot: GN-34/1, Sector-V, Salt Lake, Kolkata-700 091.
Administrative Office: B-2/2, 2nd Floor, Gillander House,
8, N.S. Road, Kolkata-700 001.
Phone no.033 30083880, Fax no.033 30083894

Topflow Constructions Pvt. Ltd..doc
114K

THIS AGREEMENT FOR SUB LEASE made this 25th day of January, 2020 (Two Thousand Twenty) BETWEEN

AURORA STUDIO PVT LTD, (IT PAN No. AAECA2964J) a private company limited by shares duly incorporated under the Companies Act 1956 and having its registered office situated at 125A, Lenin Sarani, Kolkata 700013, represented by its duly authorized representative Mr. Rajesh Agarwal, son of the Sri Vijay Agarwal, aged about 39 years, by faith Hindu, by occupation Director, working for gain at and from 125A, Lenin Sarani, Kolkata—700 013 hereinafter referred to as "the **AURORA STUDIO PVT LTD**" (which term or expression shall include its successor entities, legal representatives and permitted assigns) of the **FIRST PART**

AND

TOPFLOW CONSTRUCTIONS PVT LTD, (IT PAN No. AAECT2193A) a private company limited by shares duly incorporated under the Companies Act 1956 and having its registered office situated at 283, Gouri Nath Shastri Sarani, Kolkata 700055, represented by its duly Director Mr. Arihant Sethia son of the Sri Madan Sethia, aged about 30 years, by faith Hindu, by occupation Director, working for gain at and from 283, Gouri Nath Shastri Sarani, Kolkata 700055, hereinafter referred to as "the **TOPFLOW CONSTRUCTIONS PVT LTD**" (which term or expression shall include its successor entities, legal representatives and permitted assigns) of the **SECOND PART**

the proportionate share of the common expenses for maintenance of the New Building, more fully and particularly described in **FOURTH SCHEDULE** hereto and hereinafter referred to as "the **COMMON EXPENSES**"

All of which including the Said Space are hereinafter collectively referred to as "the **SAID UNIT AND THE RIGHTS, PROPERTIES AND OBLIGATIONS APPURTENANT THERETO**"

- G. The Sub Sub Lessor has agreed to grant a lease of **ALL THAT the Said Unit And The Rights, Properties And Obligations Appurtenant Thereto** for the consideration and the terms and conditions hereinafter mentioned

NOW THIS AGREEMENT FOR SUB-SUB LEASE WITNESSES THAT THE PARTIES HAVE AGREED AS FOLLOWS:-

ARTICLE - I – INTERPRETATIONS

1.1 In this Agreement (save to the extent that the context otherwise so requires): -

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- iii) Reference to the Original Lease shall mean the Lease Deed dated October 19, 2001 executed between the Governor State of West Bengal and WEBEL.
- iv) Reference to the Principal Sub Lease shall mean the Deed of Sub Lease dated September 11, 2002, executed between WEBEL and the Sub Lessor herein;
- v)
 - (a) A reference to the draft Deed of Sub-Sub Lease shall mean the Draft Deed of Sub-Sub Lease to be executed between the parties herein in pursuance of this Agreement and annexed hereto and marked with the letter "A";
 - (b) A reference to the "Sub-Sub Lessor" shall mean the said 'AURORA STUDIO PVT LTD'
 - (c) A reference to the "Sub-Sub Lessee" shall mean the said 'TOPFLOW CONSTRUCTIONS PVT LTD'
- vi) Reference to any agreement, contract deed or documents (including the draft Deed of Sub Lease) shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
- vii) Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Sub-Sub Lessee, the portion of the whole amount payable by the Sub Sub Lessee shall be in proportion to the super built up area of 1046 square feet TOPFLOW CONSTRUCTIONS PVT LTD respective Unit which will also include the proportionate area of the total common areas.
- viii) An obligation of TOPFLOW CONSTRUCTIONS PVT LTD in this Agreement to do something shall include an obligation to ensure that the same shall be done and an obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- ix) Words denoting Masculine gender shall include feminine and neutral genders as well.
- x) Words denoting singular number shall include the plural and vice versa.
- xi) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.

ARTICLE - III: SUBJECT MATTER OF LEASE & TENURE:

3.1 The Sub Sub Lessor has agreed to grant a lease of ALL THAT the Said Unit And The Rights Properties And Obligations Appurtenant Thereto i.e. :

a) ALL THAT the Built-up space No 10 admeasuring 980 Square Feet (corresponding Super Built-Up/Chargeable area 980 Square Feet), more or less on the 16th Floor of the New Building, more fully and particularly described in PART – I of the SECOND SCHEDULE hereunder written and hereinafter referred to as "the SAID SPACE";

b) AND TOGETHER WITH ALL THAT the Said Car Parking Space i.e. the right to park 1 (One) car/cars in the car parking area of the New Building, more fully and particularly described in PART – II of the SECOND SCHEDULE hereunder written;

c) AND TOGETHER WITH undivided proportionate share in the Common Areas, more fully and particularly described in the THIRD SCHEDULE hereto;

d) AND TOGETHER WITH the obligation on part of the Sub Sub Lessee to pay the proportionate share of the Common Expenses, more fully and particularly described in FOURTH SCHEDULE hereto;

3.2 The Sub Sub Lease hereby agreed to be granted shall be for the residuary period of the unexpired term of the Principal Sub Sub Lease (including renewals thereof, if so renewed for a period of two consecutive terms of 90 years each) commencing from the date of execution and registration of the Deed of Sub Sub Lease and/or from the date of possession of the Said Space whichever is earlier.

ARTICLE IV: TOTAL CONSIDERATION:

4.1. The Total Consideration/Premium for grant of the Sub Sub Lease of the Said Unit And The Rights Properties And Obligations Appurtenant Thereto shall be a sum of Rs.60,73,800.00 (Sixty Lac Seventy Three Thousand Eight Hundred only) out of which amount the Sub Sub Lessee has, with the execution of this Agreement, paid a sum of Rs 48,59,040.00 (Forty Eight Lac Fifty Nine Thousand Forty only) as part payment of the consideration the receipt whereof the Said Firm doth hereby and also by the receipt hereunder written admit and acknowledge to have been received. The balance amount shall be payable by the installment mentioned in the SIXTH SCHEDULE hereto.

4.2. The Total Consideration shall be paid to and received by the Sub Sub Lessor.

4.3. The total consideration has been determined on the basis of the Built-up area of the said space. In the event of any increase and/or decrease in the area of the said space upon its completion the total consideration shall be either increased and/or decreased according to the increase or decrease of the Built-up area of the Unit.

4.4. It is further clarified that time for payment of the total consideration and all other amounts payable under this Agreement by TOPFLOW CONSTRUCTIONS PVT LTD to AURORA STUDIO PVT LTD shall be the essence of this Contract.

ARTICLE V: SPECIFICATION AND FACILITIES:

5.1 The various specifications and Facilities shall be as per brief details mentioned in the FIFTH SCHEDULE hereunder written and such specification may be altered and /or changed and /or modified as may be required by the Architect from time to time (equivalent value) in its absolute discretion and in the event TOPFLOW CONSTRUCTIONS PVT LTD requires any upgraded specifications and/or better specifications for a particular unit then TOPFLOW CONSTRUCTIONS PVT LTD so requiring such upgraded specifications shall be required to pay and bear such extra cost as may be decided by the Sub Sub Lessor.

ARTICLE VI : MANNER AND TIME OF COMPLETION :

such statutory outgoings and has agreed to keep AURORA STUDIO PVT LTD indemnified against all actions suits and proceedings.

- i) The costs of preparation of all deeds / documents, stamp duties, registration fees and other incidental / miscellaneous charges that may be incurred for the purpose of carrying out the intent of this Indenture.
- j) Maintenance Charges at actual plus Management Charges of 20 % of the Bill amount.
- k) Electricity Charges for running the AHU shall be charged as per actual as per sub meter installed for the sub demised area and together with transmission loss as per actual (max 5%)
- l) Water charges as applicable as per meter connected to the Unit.
- m) Power charges for air conditioning facility will be charged as per actual basis on BTU meter readings.
- n) TOPFLOW CONSTRUCTIONS PVT LTD shall also pay additional charges for affixing any antenna, tower etc. subject to the same being permissible under the zoning or pollution regulations.

Provided that TOPFLOW CONSTRUCTIONS PVT LTD shall pay additional charges for providing any fixtures, fittings, facilities and / or amenities other than the specifications stated herein.

7.2 All amounts mentioned in Clauses 7.1(a) to 7.1(c) hereinabove shall be paid by TOPFLOW CONSTRUCTIONS PVT LTD as per schedule of payment mentioned in sixth Schedule and Clause 7.1 (d) to 7.1 (i) hereinabove shall be paid by TOPFLOW CONSTRUCTIONS PVT LTD before the Date of Possession or within 7 (Seven) days of Notice of Possession by the Sub Sub Lessor, whichever be earlier. All other amounts shall be paid as and when demanded by AURORA STUDIO PVT LTD or on its behalf.

7.3 To sign execute and enter into a separate agreement for shared facilities and services and maintenance thereof with the sub lesser herein and to pay and discharge all the costs, charges and expenses payable there under applicable to the said sub demised space and all the terms and conditions contained in the said agreement for facility and maintenance charges shall be deemed to be part of this sub lease as if the same are incorporated herein and the said agreement for facility and maintenance shall be treated as co extensive and co terminus with this deed of sub lease.

ARTICLE VIII : COMPLETION OF TRANSFER :

8.1 AURORA STUDIO PVT LTD shall SUBJECT TO fulfilling all its obligations hereunder, complete the Sub-Sub Lease and/or conveyance of the Said Space and the Rights, Properties and Obligations Appurtenant Thereto by execution of AGREEMENT OF SUB-SUB-LEASE upon completion of the building subject to approval by the Urban Development Department of the Government of West Bengal as required by law.

ARTICLE IX : MISCELLANEOUS COVENANTS DURING CONSTRUCTION :

9.1 Until delivery of possession of the Said Space to the Sub Sub Lessee the Sub Sub Lessor shall exclusively be entitled to possess the Said Space and the said Unit and/or anything that is agreed to being sub-sub leased hereunder and every part thereof.

ARTICLE X: RESTRICTIONS ON ALIENATION BEFORE POSSESSION

10.1 No right, title or interest is being conveyed in any immovable property or part thereof by these presents. The SUB SUB - LESSEE shall not be entitled to deal with, let out transfer or assign the benefits/rights of the SUB - SUB LESSEE under this Agreement or nominate any person for acquiring the Unit till such time the Deed of Sub Sub - Lease of the said Space is executed; provided that TOPFLOW CONSTRUCTIONS PVT LTD may seek the prior written permission of the Sub Sub Lessor for assignment of its rights hereunder and/or nomination of someone in its place and stead after a lapse of one year from execution hereof, and it shall be entirely the discretion of AURORA STUDIO PVT LTD to grant or withhold such

11.1 Upon completion of the Said Space, the Sub Sub Lessor shall give notice thereof to the Sub Sub Lessee, who shall within 15 (Fifteen days) of service of the said notice SUBJECT TO payment of the last installment of the Total Consideration mentioned in the SIXTH SCHEDULE hereto, take possession of the Said Space, after fulfilling all the covenants hereunder.

11.2 The Sub Sub Lessee shall, unless possession is taken earlier be deemed to have taken possession of the Said Space on the Date of Possession, i.e. on the 15th (Fifteenth) day of the service of the said notice SUBJECT TO payment of the last installment of the Total Consideration mentioned in the SIXTH SCHEDULE hereto, irrespective of when the Sub Sub Lessee take actual physical possession, for the purposes of discharging AURORA STUDIO PVT LTD from its liabilities as to giving physical possession to TOPFLOW CONSTRUCTIONS PVT LTD.

11.3 Within fifteen days of service of the Notice of possession, the sub sub lessee if so desires:-

- (I) may take inspection of the unit in presence of AURORA STUDIO PVT LTD or its representative or Architect;
- (II) may point out any defect in construction required to be rectified by AURORA STUDIO PVT LTD, which, if so accepted by AURORA STUDIO PVT LTD or the Architect, would be rectified by the Sub-Sub Lessor but such acceptance or rectification or the time taken therefor, shall not withhold the performance of the other obligation of the Sub lessee hereunder;
- (III) Shall pay the entire balance consideration and all other amounts and deposits payable by the Sub – Sub Lessee for the unit as payable hereunder or the Deed of Sub-Sub Lease, as the case may be;
- (IV) Fulfill all his other covenants here under and complete all the obligations required of him/it for the sub-sub lease of the unit;
- (V) Take possession of the unit.

If TOPFLOW CONSTRUCTIONS PVT LTD does not point out any defect in the construction or does not take any inspection, TOPFLOW CONSTRUCTIONS PVT LTD shall be deemed to have accepted the said unit, the space and/or every part of the subject matter of this agreement as being according to the specifications and according to this agreement and the deed of sub-sub lease and shall not be heard to object to it or any of it at any time thereafter.

11.4 The Sub Sub Lessor shall not be liable for any grievance of the Sub Sub Lessee regarding completion of the Said Space on and from the Date of Possession of the Said Space. In this regard it is clarified that in the event of dispute regarding constructional defect, between AURORA STUDIO PVT LTD and TOPFLOW CONSTRUCTIONS PVT LTD the decision of the Architect regarding constructional defect shall be final and binding upon the Parties.

ARTICLE XII : MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :

12.1 As from the Date of Possession TOPFLOW CONSTRUCTIONS PVT LTD covenants as follows:

- a) To co-operate with AURORA STUDIO PVT LTD in the management and maintenance of the New Building and/or the Said Premises:
- b) To observe the rules framed from time to time by AURORA STUDIO PVT LTD for the Common Purposes;
- c) To pay and bear the Common Expenses described in the FOURTH SCHEDULE hereto in respect of the New Building and/or the Said Premises proportionately and for the Said Unit, wholly;
- d) Not to let out or part with possession of the Said Unit, except by way of transfer/ assignment/ nomination in the manner mentioned in Clause 10.3 above, subject to AURORA STUDIO PVT LTD accepting it.
- e) to deposit the amounts reasonably required by AURORA STUDIO PVT LTD towards TOPFLOW CONSTRUCTIONS PVT LTD 's liability for the rates, taxes and other outgoings;
- f) To pay for electricity and other utilities consumed in or relating to the Said Unit;

13.7 In the event of the SUB-SUB - LESSEE obtaining any financial assistance and/or any loan from any bank and/or financial institution the SUB-SUB - LESSOR is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the SUB-SUB - LESSEE and the Bank and/or financial institution. SUBJECT HOWEVER the SUB -SUB LESSOR being assured of all amounts being receivable for the sub-sub Lease of the said Unit and in no event the SUB-SUB - LESSOR shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the SUB-SUB - LESSEE from such bank and/or Financial Institution.

13.8. This Agreement supersedes all other agreements, arrangements, understanding or brochure, if any and/or at all, though the parties acknowledge that there is none. Should any provision of this Lease be found to be unenforceable such provision shall, at the election of AURORA STUDIO PVT LTD, be severable and the remaining provisions of the Lease shall remain of full force and effect.

ARTICLE XIV: DEFAULTS:

14.1 Notwithstanding anything herein contained but subject only to Clause 10.4 hereinabove, in case the Sub Sub Lessee commits defaults in observing the covenants herein, including those for payment, within the time specified therefore, then and in such event, this agreement shall at the option of the Sub Sub Lessor stand terminated and rescinded and the Sub Sub Lessor shall become entitled to enjoy and/or transfer the said Unit to any other person or entity without in any way becoming liable to the Sub Sub Lessee and upon the Sub Sub Lessor having entered into a contract for Sub Sub Lease of the said Unit with any person other than the present Sub-Sub Lessee or its nominee, the Sub Sub Lessor at its discretion shall refund to the Sub Sub Lessee the money paid by the Sub Lessee after deduction of a sum equivalent to minimum of 10% (ten percent) thereof as and by way of pre-determined compensation/liquidated damages or service charges, instead of forfeiting it, in addition to its other remedies.¹

14.2 In case the Sub Sub Lessor condones the default of the Sub Sub Lessee, then and in such event, the Sub Sub Lessee shall along with such dues and/or arrears, pay compensation for the loss and/or damage suffered by the Sub Sub Lessor and also interest @ 1.5 % (one and half Percent) per month for the period of default on all amounts remaining unpaid. The time for completion of the Said Space shall also stand extended by the period of default.

ARTICLE XV: FORCE MAJEURE:

15.1. The SUB SUB- LESSOR shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the SUB SUB- LESSOR to be performed and observed if it is prevented by any of the conditions herein below:

- a) Fire;
- b) Natural calamity;
- c) Tempest;
- d) Labour unrest;
- e) Local problem and/or local disturbance;
- f) Any prohibitory order from the court, Nabadiganta Industrial Township Authority or any other Authority or Authorities;
- g) Any other unavoidable circumstances beyond control of the SUB - LESSOR.

ARTICLE XVI: ARBITRATION:

Electronics Complex in the District of 24 Parganas North, West Bengal, described in the First Schedule hereinabove written containing by admeasurements, a super built up area of 1046 sq. ft..

PART – II

(THE SAID CAR PARKING SPACE)

ALL THAT right to park 1 (One) Car / Cars in the Car Parking area of the IT Park.

THE THIRD SCHEDULE

(THE COMMON AREAS)

1. The foundation columns beams support, corridors, lobbies, stairs, stairways, landings, entrances exits and pathways.
2. Entrance of the said Building and Ground floor lobby.
3. Staircases and landing and passage with stair cover on the ultimate roof of the said Building.
4. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, lobby and landing and operating the lifts of the said Building.
5. Electrical /Equipment installations with main switch and/or meters.
6. Overhead water tank with water distribution pipes in the said Building.
7. Passenger lift with all machineries accessories and equipments (including lift machine room).
8. Paths passages and driveways earmarked for ingress and egress by the Sub-Sub-Lessor.
9. Water pump with motor and with water distribution pipes and space for installing the water pump and motor.
10. Drains and sewers from the buildings to the municipal duct / drains.
11. Main gate for entrance to the said premises.
12. Fire fighting system including fire pumps and room for installing thereof and underground water reservoir.
13. Electrical sub-station with its panels and accessories and electrical room.
14. Generators with its panels and accessories and room thereof.
15. Garbage Vat.
16. Common toilets for use of unit holders in each floor.
17. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
18. Any other area which may be made part of the Joint Common Portion by the sub sub lessor.

That which is not included herein is not included in the common areas.

THE FOURTH SCHEDULE

(Common Expenses)

1. Repairing of inner and outer portions of the Building, rebuilding repainting improving or giving other treatment as is necessary and keeping the main structure and glass façade of the building, roof and foundation and the property and every exterior part thereof in good and working order and condition and renewing and replacing all worn or damaged parts thereof.

18. To maintain, clean overhaul service and whenever the Sub-Sub Lessor considers it appropriate renew or replace and where appropriate to insure the equipments and the conducting media that serve the building but not any portion that are the direct responsibility of the Sub-Sub Lessee.
19. To clean the exterior of all windows and window frames in the building and not within office space
20. To supply, maintain, service and keep in good condition and whenever the Sub-Sub Lessor in its absolute discretion considers it appropriate to renew or replace all fixtures, fittings, furnishings, bins or containers as may be necessary or specified by the Local Authority for removal of refuse, receptacles, tools, appliances, equipment, door, furniture and other things that the Sub-Sub Lessor may deem desirable for performing the services or for the appearance upkeep of the building other than Unit.
21. Expenses for providing CCTV and such security arrangement in the building as the Sub-Sub Lessor considers adequate.
22. To comply with the requirements of the building of the insurers.
23. To provide any other service relating to or for the benefit of the building or any part thereof as the Sub-Sub Lessor may in its absolute discretion considers necessary.
24. Facility of Air-conditioning from the Air-Conditioning plant / units as be installed by AURORA STUDIO PVT LTD for the said Building subject to the Sub-Sub Lessee making payment of the charges therefor which Sub-Sub-Lessor shall calculate on hourly basis or in any other way as may be decided by AURORA STUDIO PVT LTD and the Sub-Sub-Lessee shall make payment of the Bills as be raised by Sub-Sub Lessor from time to time and at the same rate at which other occupants of the commercial area of the Building shall be liable to pay. In addition to the said Air-conditioning plant / units, the Sub-Sub-Lessee shall also make payment of the proportionate share of expenses incurred by the Sub-Sub-Lessor in major repairs, replacement etc., of such Air-conditioning plant and other common equipments.
25. Sewage Treatment Charges for the waste / sewage generated in the Building.
26. To bear and pay proportionate share of all kind of expenses for all periodical repair for common area of the said building, air-conditioning, additions alterations, treatment, polishing, maintaining, rebuilding and cleaning, painting entrances, common landings corridors staircases, sewers, drain pipes, electric lines & any equipment and installation, cabling and wires, conduits Maintenance, insurance and other convenience including annual maintenance charges in respect thereof as may be incurred by the Sub-Sub-Lessor from time to time and such proportionate share shall be calculated and apportioned by the Sub-Sub-Lessor conclusively and the same shall be binding on the sub-lessee.
27. All cost and expenses of maintenance of water pipes, drains, gutters.
28. The cost of water, gas oil or any other consumables used in the Building for any purpose except that used in various units in the building by other sub-sub lessees under similar agreement or the present Sub-Sub Lessee.
29. Building amenity cost, towel and other toilet services and the cost of maintaining indoor and outdoor plants;
30. Depreciation of all equipments.
31. Any other expenses incurred for the Common purpose.

THE FIFTH SCHEDULE

(THE SPECIFICATION)

ENTRANCE LOBBY

- (i) Flooring : Granite \ Marble\or equivalent as finalized by architect Strip
- (ii) Walls : Mix of Marble / Granite, wooden paneling Paints/Metal, as finalized by architect.

Fittings and finishings to be done by users as per their requirement. External Piping at the point to be provided by the Sub Sub Lessor.

OFFICE HALLS

Only bare structure has to be mentioned

(i) Flooring : Bare Structure

(ii) Walls : - Do -

(iii) Ceiling : - Do -

DOORS

Aluminium / steel doors/Flush door will be provided. Lobby door will be provided as per interior design.

WINDOWS

Aluminium with glazing windows will be provided as per elevation.

CAR PORCH

(i) Flooring : Combination of rough stone/Flamed Granite/ Pavit tiles.

(ii) Walls : Walls and columns clad with granite/Indian stone/wooden paneling/metal cladding as per interior.

(iii) Ceiling : P.O.P/ Gyp Board false ceiling with emulsion paint.

EXTERIOR FINISHING

With a combination of glazing & ACP/Stone/Ceramic/Metal Cladding. Non-Prominent facades with Texture Paint /Paint. As per architect's façade design.

THE SIXTH SCHEDULE:

(MANNER OF PAYMENT)

The SUB – SUB - LESSEE hereby agrees to pay the total consideration amount as per the following Schedule:

Rs.10,00,000/- on Application

Rs.38,59,040/- on Agreement

Rs.12,14,760/- on Final Possession