

THIS DEED OF SUB-LEASE is made this day of **TWO THOUSAND AND**
.....;

BETWEEN

PASARI MULTIPROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its registered office at Premises No. 35, Ballygunge Park, Post Office – Ballygunge, Police Station Karaya, Kolkata – 700 019, Income Tax Permanent Account No. **AABCP5688D**, represented by its Mr. (Pan No.), son of, residing at, Post Office –, Police Station -....., Kolkata –, hereinafter referred to as the “**SUB LESSOR**” (which term or expression shall, unless excluded by or repugnant to the subject or context include its successors, successors-in-interest and assigns) of the **ONE PART**;

AND

MESSRS. _____ **PVT. LTD,** (Pan No. _____)a Company (CIN No.) within the meaning of the Companies Act, 1956, having its registered office at Premises No. _____, P.S. _____, P.O. _____, Kolkata 700 _____, represented by one its Directors Shri _____, (Pan No. _____) (Aadhar No. _____) son of _____, by faith Hindu, by occupation _____, by nationality Indian, residing at _____, P.S. _____, P.O. _____, Kolkata 700 _____, hereinafter referred to as the “**SUB LESSEE(S)/ALLOTTEE(S)**” (which term or expression shall, unless excluded by or repugnant to the subject or context, include its successor and successor(s)-in-interest) of the **OTHERPART.**

OR

_____, (Pan No. _____) son/wife/daughter of _____, by faith _____, by Occupation _____, by nationality _____, residing at _____, P.S. _____, P.O. _____, Kolkata 700 _____, hereinafter called and referred to as the “**LESSEE(S)ALLOTTEE(S)**” (which term or expression shall, unless excluded by or repugnant to the subject or context, include his/her/their heirs, executors, administrators and legal representatives) of the **OTHER PART.**

WHEREAS the Sub Lessor and the Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

(A) The various terms used in this Deed of Sub-Lease, unless it be contrary or repugnant to the subject or context, shall have the meaning assigned to them as stated in **Schedule “A”** hereunder written and the same shall be deemed to be part of this Deed of Sub-Lease.

(B) Pasari Multi Projects Pvt. Ltd, the Sub Lessor herein is the Lessee in respect of the land described in Part – I of the **Schedule “C”** hereunder written. The devolution of the leasehold rights and title in respect of the land in favour of the Sub-Lessor is detailed in **Schedule “B”** hereunder written.

(C) The Sub Lessor has decided a scheme for construction of a corporate park as Green buildings, having different segments namely (1) Two numbers of building blocks being A (Phase I) & B (Phase II) consisting of Lower Basement (LB), Upper Basement (UB) and Ground plus upper floors on the land described in Part II and Part III of **Schedule "C"**, (2) Block C (Phase III) consisting of LB, UB and Ground plus upper floors on the land described in Part IV of **Schedule 'C'**, and with concern for energy efficiency, environment, water conservation and renewable energy as per the recommendation and guidelines of the Indian Green Building Council (IGBC) under the LEED-India CSV1.0 rating system and a reserved portion on the land described in Part V of **Schedule - C**. The LB and UB of all the blocks are contiguous and will be used for Car Parking and other services required exclusively for the Block C including few common services for entire complex. However, the Sub Lessor may use the said Block C for any purposes as it may in its absolute discretion deem fit and proper.

(D) The Sub-Lessor duly applied for and obtained plan bearing No. 840/XII/10-11, dated 26th March, 2011 issued by the Kolkata Municipal Corporation. The Kolkata Municipal Corporation has granted the commencement certificate to develop the said Project vide approval dated 29.06.2011 being Registration No. 2011120098. The Sub-Lessor also duly caused the complex to be registered under the West Bengal (Regulation and Promotion of Construction and Transfer by Promoters) Act, 1993 [Promoters Act] and has also obtained "No Objection" from Pollution Control Board and necessary statutory clearances as per extant laws.

(E) The Sub Lessee above named after having caused necessary investigation and searches, as also having inspected all deeds and documents including the sanction plan, has/have duly satisfied himself/herself/themselves with regard to the rights, title and/or interest of the Sub Lessor as also in respect of the proposed complex and further approached the Sub Lessor for allotment and/or grant of Sub-Lease of a Unit being No., and the adjacent terrace, if any, right to use(.....) car parking in the basement/open/ mechanical parking, if any and two wheeler parking space in the basement/open/ mechanical parking, if any, in the Block A, morefully described in the

Schedule 'D' hereunder written and hereinafter collectively referred to as the Unit in favour of the Sub Lessee at or for the agreed consideration and further agreed to abide by and comply with all the terms, conditions and stipulations contained herein.

(F) The Sub-Lessor herein on being approached and requested by the Sub-Lessee as aforesaid by an agreement dated, has allotted and/or agreed to grant Sub-Lease in respect of the said Unit in favour of the Sub-Lessee at or for the agreed consideration and on the agreed terms and conditions therein mentioned and the Sub-Lessee herein has now requested the Sub- Lessor to execute and register the Deed of Lease in his/her/its favour.

(G) Any terms and conditions covenants or restriction, contrary to this Deed, agreed orally or in writing or by brochure or media shall be deemed to have been waived modified and/or rectified and amended.

NOW THIS DEED OF SUB-LEASE WITNESSETH

1. That in pursuance of the said allotment and in consideration of a premium of Rs./- (Rupees) and the lease rent hereinafter reserved and of the Sub-Lessee's covenants, conditions and undertakings and agreements hereinafter contained to be paid, observed and performed by the Sub-lessee, the Sub-Lessor do by these presents demise and lease unto the Sub-lessee ALL THAT Unit being No. in Block No. and the adjacent terrace, if any, morefully and particularly described in the **Schedule 'D'** hereunder written and hereinafter referred to as the Demised Premises TOGETHER WITH right to use the common parts portions areas and facilities as mentioned in the **Schedule 'G'** hereunder written but subject to payment of proportionate maintenance charges for inter alia, for common facilities and services as mentioned in **Schedule 'H'** hereunder written AND subject to observing and performing the Common Rules as mentioned in the **Schedule 'E'** hereunder written for the mutual benefit of the occupants of the building/complex AND subject to mutual easements as mentioned in **Schedule 'F'** hereunder written AND ALWAYS subject to the Reserved Right of

the Sub Lessor as mentioned in **Schedule I** hereunder written. AND TO HAVE AND TO HOLD the said demised premises unto the Sub-lessee for the residue period of the Principal Lease YIELDING AND PAYING THEREFOR the Lease rent @ Rs. 3 per sq. ft. on carpet area, per annum subject to proportionate increase from time to time as may be made by the Principal Lessor (KMDA), without any deduction or abatement as sub-lease rent on or before 7th January of each beginning year.

2. The Sub Lessee doth hereby agree and covenant with the Sub-Lessor as follows:-

2.1 User Right : The Sub Lessee shall use his/her/its/their respective units in his/her/its/their concerned block only as an office to carry on such trade/business/profession as he/she/they deem fit but will not be allowed or permitted to carry out any manufacturing production activity, shop/showroom/coaching centre/hobby centre / saloon / health club or any other purposes whatsoever in nature.

2.2 User only during Business Hours: The Sub-Lessee and/ or his/her/their/its nominees shall use the Unit only during the Business days and office hours of the concerned Block as may be decided by the Sub Lessor from time to time and shall accordingly be entitled to the common services and the amenities and facilities during such time.

2.3 Payment of Annual Rent and Maintenance Charges: The Sub Lessee shall make timely and regular payment of annual rent of Rs. 3/- per sq. ft. on the carpet area of the Unit on or before the 7th day of January every year in advance to the Sub Lessor and in case of revision of annual rent by KMDA, the annual rent will be proportionately revised time to time and also to make timely and regular payment month by month and every month of his/her/their share of monthly Maintenance Charges as also the rates and taxes and other outgoings as mentioned below in Clause 5 including electricity charges as per meter reading and/or through prepaid electric connection and all other outgoings.

- 2.4 Observance of Rules:** The Sub-Lessee shall observe and comply with all the common rules and the Sub Lessee's Covenants and conditions mentioned in Parts I and II of the **Schedule - 'E'**, and also the terms and conditions recorded in this Deed of Sub-Lease and further the rules, regulations and bye laws as may be framed by the H.O.
- 2.5 Easement:** The Sub Lessee shall not object, obstruct or interfere with the making of the construction or dealing with by the Sub Lessor of the complex or any part or portion thereof in such manner as the Sub Lessor may decide nor obstruct the Sub Lessor in exercising its rights reserved in **Schedule -I**.
- 2.6 Partition:** The Sub Lessee shall not partition or sub-divide the Unit or any part thereof in any manner whatsoever, provided, however, that the Sub-Lessee may make internal wooden/glass/gypsum board partition in the said Unit.
- 2.7 Restriction:** The Sub Lessee shall not make temporary or permanent structure or shade on the terrace and not to carry out any structural, additions and alterations within the said Unit or the terrace, save with the prior permission in writing first had and obtained from the Sub Lessor and after them, the H.O. and if permitted to do so, to complete the same within the permitted time frame. However all repairing inside the Unit shall be done by the Sub-Lessee at its/his own costs and expenses.
- 2.8** Not to claim any right or interest in any other portion of the Complex or the land and portions of Block C or any other Block and the right of the Sub-Lessee shall remain restricted only to the said Unit and specified common portion of the concerned portion/block.
- 2.9** The demarcated green strip space on the terrace area, if any, shall be maintained by the H.O. for keeping and maintaining similarity in the outer/exterior elevation of the block or blocks.

2.10 Right to use Car Paring: The Sub Lessee shall use the car parking/s, which are specifically allotted to the Sub lessee, only during the office hours and shall not be entitled to claim the right to use the said car parking/s beyond the office hours.

2.11 Rules for interior fit outs : The mandatory measures and suggestive measures respectively mentioned in Parts – III and IV of **Schedule “E”** as per the recommendation of the Indian Green Building Council (IGBC) for maintaining the l Block A of the Complex as Green building shall be strictly followed by the Sub-Lessee.

2.12 LEED Commercial interiors: The material used for interiors should be as per the Indian Green Building Commercial (IGBC) Standards for Gold rated certified building.

2.13 IGBC recommendation : Apart from the measures stated in Parts III and IV of the **Schedule ‘E’**, the Sub-Lessee shall duly comply with further measures and suggestions as may from time to time be recommended by the IGBC with regard to making of interior fit outs as also use and occupation of the Unit at the Complex.

3. The Sub-Lessor doth hereby covenant with the Sub-Lessee as follows:

3.1 Absolute right: The Sub Lessor has full and absolute right, power and authority to grant the Unit by way of sub-lease to the Sub Lessee.

3.2 Have and hold: Subject to observing the terms, conditions and covenants of the Original Lease, this Deed of Sub-Lease, the Sub Lessee will be entitled during the term of the Sub-Lease to have and hold and enjoy the Unit, and to receive the rents, issues and profits thereof.

3.3 Further acts: The Sub Lessor shall, at the costs of the Sub Lessee, do all such acts and execute all such documents as may be required by the Sub Lessee for more

perfectly assuring the Unit unto the Sub Lessee and shall also produce all documents relating to the Title unless prevented by any reason beyond its/their control.

3.4 Completion: The Sub Lessor shall, unless prevented by circumstances beyond its control and/or restrain order by court of Law and subject to Force Majeure and any act of God, shall complete the Unit by March 2019, irrespective of completion certificate.

4 Provided always and it is hereby further agreed and declared by and between the parties hereto that if at any time during the continuance of terms, the said demised premises / Unit or any part thereof be acquired by Govt. or any other authority, the Sub-Lessee alone shall be entitled to the compensation as may be awarded.

5. **MANAGEMENT AND MAINTENANCE OF COMMON PORTION OF THE BLOCKS :**

5.1 The Sub-Lessor shall form Holding Organisation (H.O) and handover all common parts, portions and amenities exclusively in respect of block or blocks as mentioned in Part I, Part II and Part II of the **Schedule - 'G'** to the Holding Organisation who may nominate and/or appoint Facility Management Company (FMC) for all or part of the services for maintenance, and the said FMC or HO shall realize proportionate maintenance charges for the services of the Concerned Block / Blocks and common services between the l block A, B and Reserved portion. The proportionate amount shall be paid to the FMC/Sub Lessor for rendering common services as mentioned herein above. The Sub Lessor shall manage the common services between Block A, B, reserved portion & the Block C and shall realize proportionate cost and charges from concerned Block including Reserved Portion. The amount shall be paid to the Sub Lessor for rendering the services.,

5.2 **Rules for common enjoyment:** The Sub Lessee shall observe the common rules mentioned in Parts - I and II of the **Schedule -'E'**, which may be altered or

modified as the Sub Lessor/H.O. may decide and shall be binding on the Sub-Lessee.

- 5.3 **Costs of maintenance:** The Sub Lessee shall bear and pay the costs and expenses for the operation, management, maintenance, repairs, replacements and/or renovation of the common portions and the service tax, if any, and the same to be calculated at the rate to be determined by the Sub Lessor or the H.O., as the case may be, on the saleable area and the same shall for all intents and purposes be deemed to be the reasonable maintenance charges.
- 5.4 **Payment:** Payment of the Monthly Maintenance charges will be made in advance on or before the 7th day of each and every month for which the same shall be payable. The initial amount of the same will be provisionally assessed by the Sub Lessor and be paid to the Sub Lessor till such time the H.O. is retained or formed and the management and control of the common portions exclusively for the Blocks, is handed over to the H.O. by the Sub Lessor for maintenance. The maintenance charges will become payable on and from the Possession Date.
- 5.5 **Rates and Taxes:** All rates, taxes and impositions on the Block or blocks as from the Possession Date until the same are separately assessed shall be proportionately borne and paid by the Sub Lessee (the "Tax Share") on a monthly or such periodical basis and according to such estimates as may be decided by the Sub Lessor or the H.O. as the case may be.
- 5.6 **Maintenance Charges and Tax Shares to be accounted for:** While the payment of the Maintenance charges shall be in discharge of the liabilities of the Sub Lessee on account of maintenance, the Tax Share shall be towards discharge of share of the property tax of the Sub Lessee.
- 5.7 **Handing over to the Holding Organisation:** After the formation of the H.O. and also handing over of the management and control of the common portions exclusively of the Block A & B and also the entirety of the Deposits to the H.O.,

who shall thereafter hold the same in trust for the Sub Lessees. However, the Sub Lessor shall be entitled to adjust all nature of outstanding receivable including maintenance due from the Sub Lessee, from the Deposit of such Sub Lessee.

6. DEFAULTS

- 6.1 Withholding Utilities:** In case of default in payment of maintenance charges on the part of the Sub Lessee as aforesaid continues for more than 60 days, the Sub Lessor, and after them, the H.O., shall be entitled to withhold supply to the Sub Lessee and/or to the Unit, all or any of the facilities including, but not restricted to, usage of the lift, generator, water supply and the membership of the Sub-Lessee in respect of Health Club shall stand suspended. However the Sub – Lessee shall be liable to pay maintenance charges and the other amounts even for the period the utilities and services are withheld due to default of the Sub – Lessee.
- 6.2 Continuation of default:** If the Sub Lessee continues to commit such default for more than three months then, in that event, the Sub Lessor, and after them, the H.O., shall be entitled to the rents accruing from the Unit of the Sub Lessee, if the same has been let out and / or is under tenancy and/or lease.
- 6.3 Negative Covenants:** The restrictions mentioned above, shall also operate as negative covenants of the Sub Lessee and as its undertaking and be enforceable in law.
- 6.4 First Charge:** In the event of sub-lease of the Unit by the Sub Lessee, the Sub Lessor and after them the H.O., will have first charge and / or lien over the Sub Lease proceeds for payment of the arrears along with interest accrued thereon.
- 7. Rights and Exceptions:** The Sub Lease shall be subject to the Mutual Easements mentioned in **Schedule – ‘F’** necessary for common user and enjoyment of the common portions by all the Sub Lessees.

8. Property Rates and Taxes:

- 8.1 All rates, taxes and outgoings of whatsoever nature under any Act (the “**outgoings**”) levied on the Unit shall be paid and discharged by the Sub Lessee and until the same is separately assessed, the Sub Lessee shall pay the proportionate outgoings to the Sub Lessor or the H.O., as the case may be.
- 8.2 Till such time the mutation is complete and raising of separate bills commenced by the KMC in respect of the said Unit, the Sub Lessee shall pay all rates, taxes and other outgoings in respect of his/her/their Unit, exclusively and those in respect of the common portions proportionately to the Sub Lessor and/or the H.O., after its formation provided however that if any additional amount be payable due to user or rental income of the Unit, then the same shall be paid exclusively by the Sub Lessee.

9. Defects

- 9.1 **Decision of Architect Final:** If any work in the Unit is claimed to be defective by the Sub Lessee within a period of 12 (twelve) months from the Date Of Possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Sub Lessor shall, at its own costs, remove the defects, if any. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.
- 9.2 **Use of Natural Materials:** Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences as a result whereof colour and marking caused by their material mineral complex composition, cracks, inherent impurities etc. are likely to occur. The Sub Lessor shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

10. GENERAL:

- 10.1 Obstruction to construct:** In no circumstances whatsoever the Sub Lessee shall do any act, deed, matter or thing whereby the construction or development of the Complex is in any manner whatsoever, hindered, obstructed or impaired with.
- 10.2 Statutory Alteration:** If any alteration in the Block / Blocks or the Unit is required by the KMC or any other authority then the Sub Lessor may do so without any prior intimation to any of the Sub Lessee(s). The Sub Lessee hereby records and gives his/her/its/their consent to such future Statutory Alterations.
- 10.3 Remaining Units:** The right of the Sub Lessee will remain restricted to the particular Unit intended to be given by way of sub-lease by the Sub Lessor with free ingress and egress from the area / passage specified therefor by the Sub-Lessor and the unsold units, parking spaces and all other areas and open spaces and/or open car parking will remain vested in the Sub Lessor, who will be free to deal with the same in its/ their absolute discretion.
- 10.4 Mutation:** The Sub Lessee shall have his/her/their Unit separately mutated and assessed for the rates and taxes at his/her/their own costs and expenses with all the concerned authorities.
- 10.5 Complex/Blocks Name:** The Complex shall be named and known as "BioWonder". The same may be changed by the Sub Lessor at its sole discretion.
- 10.6 Joint Sub Lessee:** In case, the Sub Lessees for any Unit being two or more, then all of them will be jointly and/or severally liable for due compliance and performance of the terms and conditions of this Deed of Sub-Lease. Service of notice on any of the joint Sub Lessees will be deemed to be a proper service of notice on all the Joint Sub Lessees.
- 10.7 Bar on Partition:** The Unit is and shall be indivisible and shall not be partitioned by metes and bounds, even if the same are owned jointly and such joint Sub Lessee(s) are desirous of partitioning it.

10.8 Sub Lessor's right to assign: The Sub Lessor may assign or delegate all or any of their rights and obligations hereunder unto and in favour of any other person or persons as they may deem fit to which the Sub Lessee shall not raise any objection of any nature whatsoever.

10.9 Notices: All notices and/or communications shall be deemed to be served on the 4th (fourth) day of the date the same are sent by registered /speed post with or without acknowledgment due. These will be sent to the Sub Lessee(s) at his/her/its their address recorded with the Sub Lessor for the time being.

SCHEDULE - "A"

DEFINITION

- (a) **"Sub Lessor"** shall mean Messrs. **PASARI MULTIPROJECTS PVT. LTD.** and its successors-in-interest and/or assigns.
- (b) (i) **"Sub Lessee"** shall mean the Sub Lessee/s named in this Deed of Sub-Lease and also his/her/their respective heirs, executors, administrators, legal representatives, successor or successors-in-office.
- (ii) **"Sub Lessees"** shall mean the Sub Lessees respectively of several Units and Parking spaces at the blocks A and B of the Complex and also their respective heirs, executors, administrators, legal representatives, successor(s) or successors-in-office.
- (c) **"Premises"** shall mean land measuring about 134.05 cottahs situated and comprised in R. S. Dag Nos. 520, 585 and 591, Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, of the East Kolkata Area Development Project Municipal Premises No. 789, Anandapur, Kolkata - 700107 Police Station – Tiljala (Nopw Anandapur), Ward No. 107, District South 24 Parganas, more fully described in Part I of the **Schedule "C"** hereunder written.

- (d) “**Complex**” shall mean the proposed 3 (three) Building Blocks respectively named block A and B and Block C, which are being erected by the Sub Lessor at the said premises as Green Building as per the Indian Green Building Counsel (IGBC) guidelines under their LEED-India CSVI.0.
- (e) “**BLOCK A (Phase I)**” shall mean the Blocks consisting of several Offices/Units/ including Retail and common portions thereat to be constructed at the land described in Part II of **Schedule C**.
- (f) “**PROJECT**” shall mean development/construction of the building at the said land (Phase I) described in Part II of **Schedule C**.
- (g) “**Block B (Phase II)**” shall mean the Blocks consisting of several Offices/Units/ including Retail and common portions thereat to be constructed in phases on the land described in Part III of **Schedule C**.
- (h) “**Block C (Phase III)**” shall mean the land appurtenant to as described in Part – IV of **Schedule C** where upon several floors and services to be constructed and or provided for the purpose of several Offices/Units/ including Retail , running the hotel or a hospitality business or any other business.
- (i) “**Reserved Portion**” shall mean the demarcated and separated land as described in Part V of **Schedule C** which is out of the purview of this agreement and may be used for any purpose including food plaza at the sole discretion of the Promoter.
- (j) “**Common Land Area**” shall mean the land described in part VI of the **Schedule C** which shall be used for the common purpose of the complex includes drive way, boundary wall, fences, hedges etc. including the space required for the parking of Car/two wheeler, generators and some exclusive amenities to the particular block/allotees.

- (k) **“Unit”** shall mean the self contained constructed office Together With adjoining terrace, if any at the Blocks and the same meant for exclusive use and enjoyment by the Sub Lessee for office purpose only, Together With the right to use the Car Parking Space, more fully described in the **Schedule “D”** hereunder
- (l) **“UNITS”** shall means the several Units and Parking Spaces at the Blocks.
- (m) (i) **“Parking Spaces”** shall mean the uncovered and covered parking spaces and mechanical parkings on the ground floor and the lower and upper basements and all the open spaces of the Complex, which can be used for parking of cars or two wheelers only during office hours. The Sub Lessor shall exclusively be entitled to grant the right of such space for parking cars to any person and/or persons for consideration or otherwise.
- (ii) **“Parking Space”** shall mean the right to park a medium sized car or two wheelers only in the space, if any allotted by the Sub Lessor to the Sub-Lessee and the same only during office hours.
- (n) **“Plan”** shall mean Permission No. 840/XII/10-11 dated 26th March, 2011 granted by the KMC to construct the Complex and shall include the right of the Sub Lessor to make modifications and/or alterations to the Plan from time to time as may be deemed expedient by the Sub Lessor and approved by the KMC.
- (o) **“Roof”** shall mean the ultimate roof of the Block /Blocks which will be for the common use of the Sub-Lessees of that Block /Blocks provided that, the roof and/or terraces area, if any, allotted for a particular Unit or otherwise, the same will be for the exclusive use of the Sub Lessee of that Unit.
- (p) **“Exclusive Private Roof / Terrace Area rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof / Terrace Area, if any, as mentioned in the **Schedule- ‘D’**, by the Sub Lessee herein with exclusive

use of the same with the right to transfer such rights and entitlements along with the transfer of the said Unit.

(q) "Common Portions"

(i) "Block A Common Portions" will be those mentioned in Part-I of **Schedule "G"** hereunder written.

(ii) "Block B Common Portions" will be those mentioned in Part-II of **Schedule "G"** hereunder written.

(iii) "Block A , Block B and Reserved portion Common Portions" will be those mentioned in Part-III of **Schedule "G"** hereunder written.

(iv) "Complex Common Portions" will be those mentioned in Part-IV of **Schedule "G"** hereunder written.

(r) "Carpet Area" - shall mean the net usable floor area of an unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(s) "Built up area" of the Unit, shall mean its plinth area including projections and cupboard areas and the thickness of its external walls/glass glazing and internal walls and columns therein provided that if any wall or column be common between two Units, then only one half of the area under such wall or column shall be included in the built up area of such Unit.

(t) "Terrace area" shall mean the open terrace adjacent to the Unit and shall include the planting area, projection, etc. and for the purpose of calculation of liability towards lease premium, rent or maintenance charges 50% of the terrace shall be taken in account.

(u) "Super Built Up area" of the Unit shall be equal to the area as mentioned in Schedule D.

(v) Health Club:

- i) The Health Club will consist of such facilities for use and enjoyment of the same by the Sub Lessee/members as may be provided thereat by the Sub Lessor. The Sub Lessee, who shall agree to abide by the Rules to be framed by the Sub Lessor and also to pay the monthly subscription and other charges as may from time to time be decided by the Sub Lessor and who shall be admitted as members by the Sub Lessor.
- ii) The Sub Lessor may admit such other persons or parties to use and enjoy the Health Club and the same at such charges and subject to such rules and regulations as may from time to time be framed by the Sub Lessor.
- iii) The Sub Lessor shall solely own and control and look after, manage, operate and maintain the Health Club and the same with such facilities and in such manner as may be decided by the Sub Lessor.
- iv) The Sub-Lessees shall not have any right title or interest, in respect of the Health Club, excepting to use the same as members, as provided herein, subject to payment of necessary charges.

(w) Holding Organisation (H.O.) shall mean the maintenance company to be retained and/or formed by the Sub Lessor for administration and management of the common portions of the block or Blocks and rendering of common services at the Block or Blocks and also for realizing and disbursing the maintenance charges.

(x) "Office Hours" shall mean and include the period from 9 A.M. upto 7 P.M. on working day and shall not include Sundays and other public holidays.

(y) Original / Principal Lease shall mean the Lease Deed dated 23rd March, 2012.

- (z) **“Promoters Act”** shall mean the West Bengal (Regulation & Promotion of Construction and Transfer by Promoters) Act of 1993.
- (aa) **“KMC”** shall mean the Kolkata Municipal Corporation.
- (bb) **“Advocates”** shall mean the advocate (s) as may be appointed by the Sub-Lessor.

SCHEDULE -“B”
(Devolution of Title)

1. By a Deed of Lease dated 23rd March, 2012, registered with the office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume No. 6, Pages 4876 to 4894, Being No.02645, for the year 2012, made between Kolkata Metropolitan Development Authority (Principal Lessor), therein referred to as the Authority of the One Part and Pasari Multiprojects Pvt. Ltd., the Sub-Lessor herein, therein referred to as the Lessee of the Other Part, the said Authority for the consideration therein mentioned leased out **ALL THAT** the piece or parcel of land measuring an area of 134.05 Cottahs a little more or less situate at and comprised in part of R. S. Dag Nos. 520, 585 and 591 of Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, Municipal Premises No. 789, Anandapur, Kolkata 700107 (being the part of the East Kolkata Area Development Project of the Authority) Police Station Tiljala, Ward No. 107, District South 24 Parganas, unto and in favour of the Sub-Lessor herein for a period of 99 years commencing from 26th September, 2008, herein referred to as the Principal Lease.
2. Thus, Pasari Multiprojects Pvt. Ltd. became the Lessee of the premises and solely entitled to undivided development thereof to construct the proposed Complex thereat and further to deal with the entirety of the Complex.
3. The Sub-Lessor has taken construction finance facility from State Bank of India.

SCHEDULE - "C"

(PREMISES)

(Part I)

ALL THAT the piece or parcel of land measuring an area of 134.05 Cottahs (8966.55 SQ.M) a little more or less situate living at and comprised in part of R. S. Dag No. 520, 585 and 591 of Mouza Nonadanga, J. L. No. 11, being KMDA Plot No. IND-8, Municipal Premises No. 789, Anandapur, Kolkata 700107, being part of the East Kolkata Area Development Project of the Authority Police Station Tiljala (Now Anandapur) , Ward No. 107, District South 24 Parganas butted and bounded by: -

- On the North** : By Plot No. IND-8/1;
- On the East** : By portion of Plot No. IND-7/1 and IND-8;
- On the South** : By portion of Plot No. IND-7A & IND-7/1 and 10.1 mrt. wide Road;
- On the West** : By 24.1 meter (79 ft.) wide Road.

(Part II)

Block A (Phase - I)

All that the piece and parcel of the land measuring an area 1120.5 Sq mtrs. being 16.75 Cottahs a little or more less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward No. 107 of the Kolkata Municipal Corporation, District South 24 Parganas as shown and delineated in the map or plan marked "C" and bordered with colors Brown.

Part (III)

Block B (Phase -II)

All that the piece and parcel of land measuring an area of 350.50 sq. m being 5.24 Cottahs a little or more less being portion of premises no. 789, Anandapur, Kolkata – 700017,

within Ward no. 107 of the Kolkata Municipal Corporation, District South 24 Parganas as shown and delineated in the map or plan marked "C" and bordered with colors Purple.

(Part IV)
(Block C Phase III)

All that the piece and parcel of land measuring 4084.02 sq. m being 61.05 Cottahs a little more or less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward no. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as shown and delineated in the map or plan marked "C" and bordered with colors Blue.

(Part - V)
Reserved Portion (Food Plaza)

All that piece and parcel of land measuring 502.64sq.m being 7.51Cottahs a little more and less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward no. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as shown and delineated in the map or plan marked "C" and bordered with colors Yellow.

PART - VI
(COMMON LAND AREA)

All that the piece and parcel of the land measuring an area 2906 sq mtrs. being 43.5 Cottahs a little or more less being portion of premises no. 789, Anandapur, Kolkata – 700017, within Ward No. 107 of the Kolkata Municipal Corporation,, District South 24 Parganas as shown and delineated in the map or plan marked "C" and bordered with colors Green.

SCHEDULE –“D”

“UNIT” shall mean and include the following:-

- 1 **Unit No.** on theth Floor of **block A having** constructed area of square feet (**Carpet Area**), **Built up Area of** square feet, and adjacent Terrace square feet (Super Built Up of **square feet**) as shown and delineated in the map or plan marked **“A”** annexed hereto.
- 2 Right to park car in the Open Parking Space (the “Ground Floor”).
- 3 Right to Park car in the Covered Parking Space (“Lower/Upper Basement”).
- 4 Right to park (.....) car in mechanical car parking space being no.,..... and, on the upper basement shown in the plan marked **“B”** annexed hereto.
- 5 Right to park Two Wheeler, on the upper basement.
- 6 Right to use the Common Portions of the concerned block.

SCHEDULE – “E”

(Common Rules)

(PART-I)

1. **The Sub Lessee shall not: -**
 - 1.1 Damage the common portions or any of the other Units by making any alterations or withdrawing any support or otherwise.
 - 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in the common portions, save at the places earmarked therefor.
 - 1.3 Place or cause to be any article in the common portions.
 - 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance.

- 1.5 Use or allow the Unit or any parts thereof to be used for any club, conference hall, nursing home, hospital, boarding house, catering place, restaurant, residence of any person or for any purposes except for office.
- 1.6 Put or affix any sign board, nameplate or other things or other similar articles in the common portions or outside the Unit, save at the places earmarked therefor provided that the ultimate Sub Lessee may display a small and decent name place outside the main door of the Unit.
- 1.7 Keep or allow to be kept combustible, obnoxious or dangerous articles in the Unit or the common portions which may be injurious or obnoxious to the other Sub Lessee/occupiers of the Blocks or such articles which are so heavy as to affect or endanger the structure of the Blocks or any of its portions or of any fittings or fixtures thereof, including but not restricted to, windows, door, floors, beams, pillars, lift or the staircase.
- 1.8 Hang from or attach to the beams or the rafters of any part of the Unit or the Blocks any articles or machinery the weight whereof may likely to affect, damage or endanger the construction of the Blocks or any part thereof.
- 1.9 Do or cause to be done anything which may cause any damage to or affect the Blocks or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Sub Lessees.
- 1.10 Affix or draw any wire, cable, pipe from, to or through any common portions or outside walls of the Blocks or other parts of the premises, without approval of the Sub Lessor or the H.O., as the case may be.
- 1.11 Affix or install any antenna on the ultimate roof of the Blocks or any open terrace that may be part of any Unit or in its windows.

- 1.12 Hang or put any clothes in or upon the windows, balconies or any other portion of the Unit, which is visible from the outside.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the Blocks or cause disharmony amongst them.
- 1.14 Install any air conditioners except in the approved places.
- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Unit, without approval.
- 1.16 Make any internal additions, alteration and/or modifications in or about the Unit save in accordance with then existing building regulations and prior permission therefor having been taken from the appropriate authorities as also from the Sub Lessor or the H.O., as the case may be.
- 1.17 Not to carry on any work of fittings and fixtures, or connected therewith in any manner whatsoever or in connection with construction of any nature or completion thereof inside the Unit, excepting between 09.00 A.M. to 05.00 P.M. and that too in such a manner so as not to cause any annoyance or disturbance to the residents of the Blocks.
- 1.18 Alter the outer elevation of the Blocks or the Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Units or the Blocks.
- 1.20 Claim any right of pre-emption or otherwise regarding any other Unit, Parking space or any other portion of the Block or the Complex.

- 1.21 Restrict the full and unrestricted enjoyment of the easements described in **Schedule "F"** to any other owner/occupiers of the buildings.
- 1.22 Do or permit any act, deed, matter or thing to be done in or about the Unit may render void or make voidable any insurance in respect of the Blocks or cause the premium for the insurance to be increased.
- 1.23 Question the quantum of any amount of maintenance levied upon them.

(PART-II)

2. The Sub Lessee shall: -

- 2.1 Maintain the Blocks for the purpose, with the intent and object for which the same is constructed.
- 2.2 Strictly abide by all the rules and regulations of the H.O.
- 2.3 Perform and observe and ensure that all its agents, employees and licensees perform and observe all rules and regulations made from time to time by the FMC for the maintenance, management, safety, care and cleanliness of the building and all such rules and regulations shall bind the Sub-Lessee and/ or its nominees or licensees upon and from the day on which notice in writing thereof is given to it provided that the FMC shall not be liable to the Sub-Lessee and/ or its nominees or licensees in any way for the violation of the rules and regulations by any person including the other Sub-Lessee and/ or its nominees or licensees of the Complex or the agents, invitees or licensees thereof.
- 2.4 Co-operate and assist in all manner with the H.O. in carrying out its day to day activities and obligations and in particular, abide by observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or

operation of water, electricity drainage, sewerage lifts, tube wells, generator and/or other installations and / or amenities in the Blocks including, but not restricted to, those under the West Bengal Fire Services Act, 1950 and/or the rules made there under and shall indemnify and keep the Sub Lessor as also the H.O. save, harmless and indemnified from the against all losses, damages, costs, claims, demands, actions and/or proceedings that the Sub Lessor and/or the H.O. may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Sub-Lessee.

- 2.5 Maintain at their own costs their Units in good, conditions, state and order in which the same will be delivered to them, normal wear and tear excepted.
- 2.6 Abide by and/or comply with all statutory laws, bye laws rules regulations and/or restrictions of the Central Government and the State of West Bengal.
- 2.7 Pay the charges for electricity wholly relating to the Unit and proportionately relating to the common areas, utilities and facilities.
- 2.8 Pay for electricity charges consumed, including those for loss of transmission, and other charges and / or deposits to ensure that none of the other Sub Lessee(s) or the H.O. is hindered in any manner for any non-payment or delayed payment.
- 2.9 Pay the proportionate rates, charges and fees of the KMC till such time the Unit is not mutated and separately assessed by the KMC and thereafter timely pay all rates and taxes of the KMC to ensure that none of the other Sub Lessee(s) or the H.O. is hindered in any manner for any non-payment or delayed payment.
- 2.10 Pay such further Deposits as be required by the Sub Lessor or the H.O. from time to time.
- 2.11 Pay within 7 (Seven) days of being called upon to do so, the proportionate common expenses mentioned in **Schedule "H"** as also all other outgoings related

to the Unit and including proportionate expenses relating to the replacement of any equipment.

- 2.12 Keep the Unit and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in goods repair, in a neat and clean condition and in a decent and respectable manner.
- 2.13 Maintain and be responsible for the structural stability of the Unit and not to do any act, matter or thing which may affect the structural stability of the towers comprising the Blocks.
- 2.14 Use the Unit and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.15 Sign such forms, give such authorities and under such co-operation as may be required by the Sub Lessor or the H.O. as the case may be.
- 2.16 Pay, wholly in respect of the Unit and proportionately in respect of the buildings, all costs, charges and expenses as may arise due to any reason whatsoever and claim any reimbursement if the same be occasioned due to default by any other person.
- 2.17 Allow the Sub Lessor or the H.O., as the case may be, with or without workmen, upon prior reasonable notice to enter into the Unit.
- 2.18 Ensure that the Blocks are maintained in decent manner.
- 2.19 Pay such damages on demand ascertained by the Sub Lessor or the H.O. the case may be, for the breach of any of covenants herein contained within the due date therefor as specified in the demand letter.

2.20 Pay interest at the rate of 2% per month in the event the Sub-Lessee fails or neglects to pay the damages/maintenance charges/other dues for the breach of any covenant from the date of demand till the date of payment and in the event the said damages/maintenance charges/other dues and the interest thereon is not paid within 60 (Sixty) days from the date of demand, the Sub-Lessee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Blocks including, but not restricted to, the water supply, gas, electricity and lift and hereby authorize the Sub Lessor, and after them the H.O., to discontinue any of all the facilities and utilities.

2.21 **Additions and alterations:** Not to make any civil or structural changes and/or modification in respect of the Unit save and except changes and/or modification required for interior fitment and furnishing within the Unit, by way of wooden/glass partitions/cubicles/office furniture (which will be built/constructed and brought into the Unit in semi finished condition for the purpose of assembly and installation thereat) / wooden flooring/false ceiling subject to prior approval of the same from the Sub Lessor or H.O. and without causing any damage to the walls, columns, ceiling, air-conditioning ducts/fire sprinklers, sensors and/or electrical/ telephone/ data cables, windows etc at their own cost and effort.

2.22 **Loading of heavy equipment :** Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Unit any weight greater than 325 kilos per square metre or any weight which will cause undue strain nor install any equipment or machinery which shall cause dangerous vibration or be a nuisance to the Sub Lessor or other Sub-Lessee(s) and their nominees or licensees of “**BIOWONDER**” and the Sub-Lessee(s) and their nominees or licensees shall when required by the Sub Lessor reduce the same, de-install the same and the decision of the Sub Lessor in this regard shall be final and binding.

2.23 **Avoidance of Insurance Policy And Additional Premium:** Not do or permit or suffer to be done anything whereby the policy or policies of insurance on

“**BIOWONDER**”/Blocks or the Unit against loss or damage by fire or policies of insurance on “**BIOWONDER**”/ Blocks or the Unit against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Sub Lessor and to repay to the Sub Lessor on demand all sums paid by the Sub Lessor by way of increased premia and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Sub Lessor.

- 2.24 **User and Security of the Unit:** Keep the Unit secured fastened and locked at all times when it will remain unattended and not to sleep or allow any person to sleep in the Unit and not to use the Unit for residential purposes, nor keep any animal or reptile in the Unit.
- 2.25 **Unpacking Of Goods :** Not place or leave outside the Unit packages boxes or crates of any description or parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Unit.
- 2.26 **Parking and other Common Areas:** Not claim any right or interest in any portion of “**BIOWONDER**” except the Unit and its right to enjoy the same for the purpose for which the Unit has been leased and for ingress and egress through the common parts and/or the passages.
- 2.27 **Ensure abidance of Covenants by its employees:** Ensure that all its employees strictly abide by the terms as also the instructions issued by the H.O. from time to time for enforcing security and smooth functioning of the proposed office/Block. For this purpose, persons temporarily or permanently engaged and/or employed by the Sub-Lessee and/or its nominees or licensees, directly or indirectly for and/or in connection with their business in the Unit and/or otherwise shall be considered to be its employees and the Sub-Lessee and/ or its nominees or licensees shall be fully responsible and liable for all acts of omission or commission of its employees.

2.28 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

INTERIOR FIT OUT RULES

Part - III

Mandatory measures to be followed by the Sub-Lessees for their Interior Fit Outs.

1. Usage of energy efficient light fittings to limit connected lighting powered density (LPD) to less than or equal to 0.85 W/sq. ft. for all office spaces;
2. Energy efficient VRV system with Co-efficient of performance (COP) of 3.6 as per ARI test conditions is proposed for the Blocks.
3. Restrict the solid partition height in the interior fit-out to 41 ft. to have a direct line of sight vision for all the occupants of the buildings with the outside. This helps in improving employee productivity.
4. Recyclable wastes collection bins (plastics, cardboard, paper & metals) should be placed in each space to segregate the waste at the source itself. The type of recyclable collection bins to be placed will be depending on the function of the particular space.
5. Heat recovery wheel with a effectiveness of 75% should be considered for all the air handling units.
6. Energy metering should be installed at each floor level to measure the total energy consumption of the building (& hotel).
7. The paints, coatings and the adhesives used for the interior of the building space should have low extent of Volatile Organic Compounds (VOC) and also meet the LEED specified levels.

Part - IV

Suggestive measures to be followed by the Sub-Lessee for their Interior Fit Outs.

1. Use eco-friendly house keeping chemicals for the building maintenance.

1. Individual lighting control for all the occupants to maximize energy savings and enhance occupants comfort.
2. Usage of BEE Star rated or certified white goods, such as, computers, fridge, TV, water cooler etc, to minimize energy consumption.
3. Use maximum recycled content products in the interior fit-outs.
4. Use low VOC adhesives, sealants, paints.
5. Use CRI certified carpet.
6. Use urea formaldehyde free composite wood.
7. Measure the temperature, humidity and carbon dioxide by using portable meters to ensure indoor conditions are safe for the occupants to work.
8. Conduct green educational programs for the building occupants disseminate the green building concepts and get them involved in whole process.
9. All air distribution ducts are to be pressure tested to avoid leakage.
10. Entire office space will have to be flushed with fresh air before occupation of floors space.
11. Duct pressure sensors are to be located at 2/3rd distance of the maximum length of duct.
12. Record and monitor energy consumption in the building on a continuous basis.

SCHEDULE - "F"

Mutual Easements

The following shall be reciprocal easements regarding the Unit and/or the common portions between the ultimate Sub Lessee and the Sub Lessor and/or the intending Sub Lessee of other Units from the Sub Lessor.

1. The right of ingress and egress from the Unit over the common passage and lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable TV, internet_and all other

utilities to and through each and every portion of the premises including all the Units therein.

3. The right of support, shelter and protection of each portion of the towers in the Blocks by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the ultimate Sub Lessee in common with each other subject however to the other conditions herein.

SCHEDULE - "G"

Part-I

(Block A Common Portions/Facilities)

1. Overhead water reservoir and the distribution pipes.
2. The entrance lobby and the lobbies on each of its floors and the staircase.
3. The lifts and the equipments in connection with installations and running of the lifts, including the wells in each floor and rooms.
4. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the Units.
5. The ventilation shaft, ducts, wells at each floor and ground floor.
6. Water pumps, and distribution pipes.

Part-II

(Block B Common Portions/Facilities)

1. Overhead water reservoir and the distribution pipes.
2. The entrance lobby and the lobbies on each of its floors and the staircase.
3. The lifts and the equipments in connection with installations and running of the lifts, including the wells in each floor and rooms.
4. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the Units.
5. The ventilation shaft, ducts, wells at each floor and ground floor.
6. Water pumps, and distribution pipes.

Part-III

(Block A, B and Reserved Area Common Portions/Facilities)

1. Fire Fighting and protection fire refuge if any.
2. Generator and space required for installing the same.
3. Water filter plant and space.
4. Underground tank for fire and domestic water
5. L.T. Panel Room
6. Building Management System (BMS) room including all installation related to the Concerned Block/Blocks and Reserved Portion..

Part-IV
(Complex Common Portions/Facilities)

1. High Tension /I.T. Sub Station Room, Meter room.
2. Sewerage Treatment Plant.
3. Such other equipments, machinery or facilities as be required for the Complex.
4. Fences, hedges, boundary wall and gate of complex, driveways/spaces in the ground floor and basement excluding area meant or intended for Block C and for other purpose subject to Reserved Rights of the Sub Lessor.
5. Dedicated Communication system for Telephone.

6. Driveways / spaces in the ground floor on the land described in Part II and Part III of **Schedule "C"** excluding area meant or intended for parking of cars and for other purpose subject to Reserved Rights of the Sub-Lessor.

SCHEDULE - "H"
(Maintenance Charges)

The expenses of the common portions will be proportionately shared by the Sub Lessee, *inter alia*, for the following services: -

1. Maintenance: All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending renewing and where appropriate cleansing.
 - 1.1 Light posts and bulbs in the common areas.
 - 1.2 The lifts and lighting of the common areas.

- 1.3 The structure of the Blocks and its roofs, foundations and walls and the plumbing.
- 1.4 Generator and Pumps.
2. Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Sub Lessor and after them the H.O., for managing and maintaining the common portions.
3. Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
4. Insurance: Costs towards payment of premium of insuring the towers in the Blocks and the facilities and the utilities in it other than those as stipulated under Section 12 of the Promoters Act.
5. Rates, Taxes and Outgoings: All rates levies, taxes of fees that are to be paid by the Sub Lessor and the H.O. after them, for providing the services which are payable under any existing law or enforced under any other enactment in future.
6. Others any other expenses incurred by the Sub Lessor and the H.O. after them, in respect of the Blocks, not specifically mentioned herein including, but not restricted to, litigation expenses.

SCHEDULE - "I"

RESERVED RIGHTS OF THE SUB LESSOR:

1. **Additional Constructions:** The Sub Lessor shall at all times have the right to construct and transfer additional floors within the complex on any of the Blocks with right to such additional buildings/Floors to use and enjoy the common

portions, facilities and amenities of the Complex and the concerned Blocks, provided that necessary sanctions and/or re-sanction from appropriate authorities are obtained therefor either prior to or subsequently after construction upon payment of sanction fee/s and/or regularizing of the same and in this regard the Sub Lessee do hereby give its/his consent and shall not be entitled to claim compensation or abatement in the Consideration Price because of such construction by the Sub Lessor. The Sub Lessee hereby records and gives their consent to such future construction. The entire consideration/premium etc. as may be realized therefrom shall be received and appropriated by the Sub-Lessor.

2. **Right of User:** At all times the Sub Lessor shall have the unfettered right of usage and movement over all parts of the common/open areas, driveways and passages of the portion / Blocks along with their men, materials, vehicles, servants, agents and licensees.
3. **Right of Passage and usage:** The Sub Lessor shall always have the absolute and unfettered right to grant right of passage through all the common /open areas, driveways and passages of the complex including block/blocks as also the right of usage its common portions as well as all its connections including, but not restricted to, drainage, sewerage, water lines, electric and telecommunication cabling to any lands adjacent or otherwise to the premises without any hindrance or obstruction from any of the Sub Lessees provided that any maintenance costs therefor shall be contributed proportionately.
4. **Right of common portion:** The Sub – Lessor shall always have the absolute and unfettered rights and ownership on all enclosed and non enclosed spaces after providing the driveway to the respective blocks or blocks and parking areas for their egress and ingress.
5. **Right of Signage:** The Unit holders shall be allowed, for the purpose of signage, the space and/or area demarcated by the Sub Lessor only to their respective Units. The Sub Lessor shall solely and exclusively be entitled to all Signage rights outside

the Units including in the common areas, corridors, passages, lobbies, exterior facades of the building, on the roof, parking areas and the open areas of the complex save and to the extent the Sub Lessor may grant the same to any Sub Lessee / Tenant or person and/or persons.

6. Right of Health Club: The Sub Lessor shall own control look after, manage operate and maintain the Health Club. The members of the Health Club shall be entitled to use all the common parts portions and facilities of the Blocks.

6.1 The Sub Lessor shall admit the Sub Lessee as member to use and enjoy the Health Club, subject to the Sub Lessee agreeing to abide by the Rules to be framed by the Sub Lessor as also paying the monthly subscription and other charges to be prescribed by the Sub Lessor.

6.2 The number of persons entitled for membership on behalf of the Sub-Lessee to use and enjoy, shall be in the proportion to one person for 900 sq. ft. carpet area of the unit and accordingly, the Sub-Lessee shall recommend and nominate the person/s to be admitted as member of the Health Club, subject to payment of the prescribed subscription and other charges as also the Rules. However the Sub-Lessee (s) may apply for additional membership on such terms and conditions as may be prescribed by the Sub-Lessor. The Sub – Lessor at its sole discretion may or may not admit such additional members.

6.3 The Sub Lessor shall be entitled to admit outside person or persons, as members of the Health Club and the admission fee, if any, shall be such as be determined by the Sub Lessor at its absolute discretion and the Sub Lessor shall be entitled to receive and appropriate the same as it may deem fit and proper.

7. Change of names of Complex/Blocks: The Sub Lessor shall have the absolute right to change or modify the names of the Blocks as also of the Complex.

8. Plan Modification: The Sub Lessor shall at all times be entitled to modify the Building Plan at their discretion. The Sub Lessee hereby records and gives their consent to such future plan modifications (if any).

IN WITNESS WHEREOF, parties have executed these presents at Kolkata on the date executed and delivered by the Sub Lessor in the presence of: -

SIGNED SEALED AND DELIVERED by the **SUB LESSOR** above named at Kolkata in the presence of:

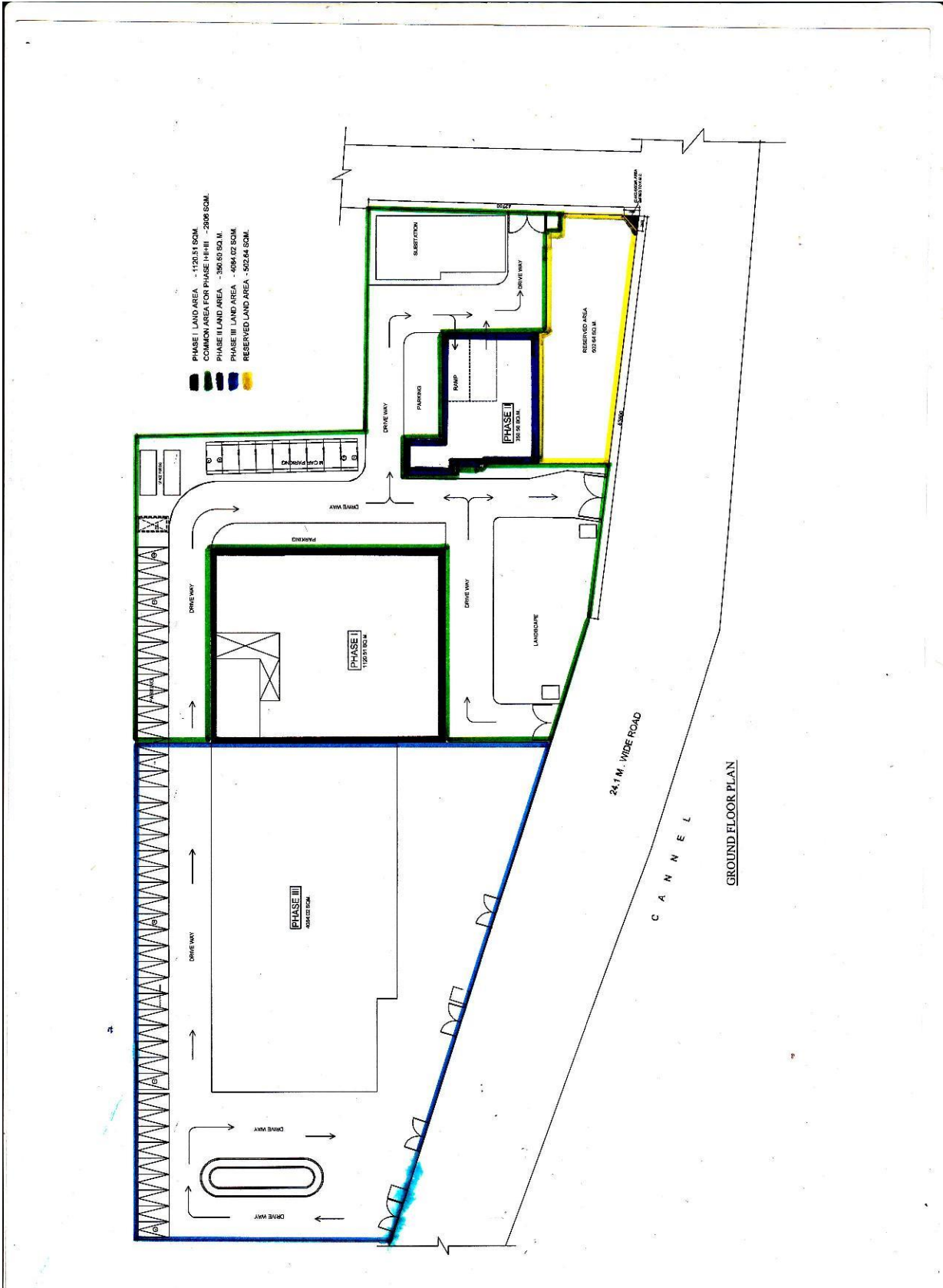
1.

2.

SIGNED SEALED AND DELIVERED by the **SUB LESSEE(S)** above named at Kolkata in the presence of:

1.

2.



GROUND FLOOR PLAN

~~~~~

DATED THIS ..... DAY OF ..... 20....

~~~~~

BETWEEN

PASARI MULTIPROJECTS PVT. LTD

..... SUB LESSOR

AND

.....

..... SUB LESSEE

~~~~~

DEED OF SUB-LEASE

~~~~~

“THE BIOWONDER”

789, Anandapur,

KOLKATA-700 107