

DEED OF SUB LEASE

THIS DEED OF SUB LEASE is executed at Kolkata on this the -----
----- day of -----**TWO THOUSAND AND** _____

BETWEEN

M/S DELTA PV PRIVATE LIMITED (AABCD1954A), a company incorporated in accordance with the provisions of the Companies Act 1956, having its registered office situated at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata – 700107 and represented by its authorised representative namely Shri ----- (PAN-----
-----) (Aadhar No.-----) son of -----
----- working for gain at -----
P.S.----- P.O.-----, by virtue of a Resolution of the Board of Directors adapted on _____, hereinafter referred to as the **SUB-LESSOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

----- (PAN-----) having its registered office at _____, hereinafter referred to as the **SUB-LESSEE(S)** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

EMAMI REALTY LIMITED (PAN AALCS5120P), a company being incorporated in accordance with the provisions of the Companies Act 1956, having its registered office situated at 13th floor, 1858/1 Rajdanga Main Road, Kasba, Kolkata- 700107 P.S. Kasba, P.O. Anandapur, represented by its Authorised Signatory namely _____ (**AADHAR NO.** _____), s/o Shri Kishan Kumar Sharma (**PAN** _____), by virtue of a Resolution of the Board of Directors dated _____, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART**

WHEREAS:

A) In pursuance of a registered Deed of Lease dated 19th January, 1987, (**PRINCIPAL LEASE**) made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and West Bengal Electronics Industry Development Corporation Limited Pvt Ltd, being the Lessee therein on the Other Part and registered at the office of the **Additional Registrar of Assurances-II**, Kolkata in Book No. 1, Volume No. _____ Pages _____, Being No. _____ for the year 1987, the Governor of the State of West Bengal had granted a Lease in favour of the said West Bengal Electronics Industry Development Corporation Limited Pvt Ltd. for a period of 999 years of 87.555621 Acres, more or less, Block-EP & GP, Sector-V, Bidhannagar, Police Station: Bidhannagar, within the jurisdiction of ADSR-Bidhannagar, District: North (24) Parganas (hereinafter referred to as the **PRINCIPAL LEASE**).

B) Eventually, under the original lease, the Sub-Lessor has been authorised to sub-divide and sub-let the demised land for the purpose of setting up of different units of Electronics Industry only.

C) Subsequently, the Sub-Lessee has applied to the Sub-Lessor for sub-Lease for sub-lease for the period of 90 years of one of the plots in the said industrial estate for commercially exploit the same by setting up an Electronics Industry.

D) Accordingly, West Bengal Electronics Industry Development Corporation Limited, being the Sub-Lessor on One Part has granted the sub-lease, being the Plot No. A1-3, admeasuring about 1 Acre of land, more or less (hereinafter referred to as the '**said land**', particularly described in the FIRST SCHEDULE, hereinafter written) in favour of M/S Delta PV Private Limited, the Sub-Lessee herein, on the Other Part, for a period of 90 years, by virtue of the Deed of Sub-Lease dated 3rd August, 2005, bearing Deed No. 5931 for the year 2005, being registered with the Office of ADSR-Bidhannagar, Salt Lake, vide Book No. 02, vol- 361, pages-291-305.

E) With the view to commercially exploit the said land, the Sub Lessor had entered into a Joint Development Agreement dated 2nd Day of March, 2021, with Emami Realty Limited (the PROMOTER herein), being registered at the office of the Addl. Registrar of Assurances-II, Kolkata in Book No. I CD Volume No. 1904-2021, Pages 119293-119333, bearing no. 190402979, for the year 2021 (hereinafter referred to as the JOINT DEVELOPMENT AGREEMENT) whereby the said PROMOTER became entitled to undertake the development of the said Semi- Commercial Segment.

F) Subsequently, the Sub-Lessee hereto has also granted registered Power of Attorney, in favour of Emami Realty Limited, being registered at the office of the Addl. Registrar of Assurances-II, Kolkata in Book No. IV,

CD Volume No. _____ Pages _____, bearing no. _____ for the year 2021.

G) For the development of the said Premises, the Promoter in the name of the Sub Lessor caused a map or plan to be sanctioned by Na Bidhannagar Municipal Corporation (hereinafter referred to as the said CORPORATION) vide sanction No. V/NDITA/BP-105 dated 04.03.2021. The expression “Plan” shall mean and include all modifications and/or alterations made to the said Plan from time to time and sanctioned by the concerned authorities.

H) In pursuance of the said Plan, the semi-commercial segment is to comprise of one tower comprising of Basement-1, Basement-2, Ground Floor, Upper Ground Floor, 3 Podiums plus 15 Floors/storeys consisting of 180 nos. of Office spaces and 12 nos. of retail units and 205 nos. of car parking spaces and other constructed spaces(SAID BUILDING), and in addition thereto the PROMOTER became entitled to construct Double Mechanical Parking

I) For beneficial use and enjoyment of the said Semi-Commercial Segment, the entirety of the land forming part of the said Premises has been divided and dedicated in the manner following:-

i) **4046.82** Square Metre of land forming part of the said **PREMISES** has been reserved and/or allocated to the **SEMI-COMMERCIAL SEGMENT**.

ii) **212.738** Square Metre of land forming part of the said **PREMISES** has been reserved and/or allocated for installation of Transformer and other installations.

iii) **1039.02** Square Metre of land forming part of the said **PREMISES** from the entrance of the Premises to the entrance boundary of the semi-commercial segment shall be treated as the Driveway and shall be available for use and enjoyment of all the occupiers of the semi-commercial segment

J) By and under the aforesaid registered Power of Attorney, the Promoter has been authorised by the Sub Lessor to enter into agreements for Sub Lease in respect of the various semi-commercial units and other constructed spaces and car parking spaces forming part of the said Semi-Commercial Segment and to execute all deeds, documents and instruments as may be required from time to time.

K) After coming into force the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the HIRA ACT) the Promoter caused itself to be registered under the said HIRA Act with registration No. _____

L) The Building of the said semi-Commercial Segment has been completed and Nabadiganta Industrial Township Authority has issued Occupancy Certificate vide No. _____.

M) By an Agreement dated -----entered into between the parties hereto and registered at the office of the Additional District Sub-Registrar, Cossipore in book No. I Being No.----- for the year _____ (hereinafter referred to as the AGREEMENT FOR SUB-LEASE) the PROMOTER had agreed to demise and the SUB-LESSEE(S) had agreed to acquire ALL THAT the Unit No.----- on the ----- floor of the building forming part of the Semi-Commercial Segment containing by estimation a Super Built-up area of ----- sq.ft. (more or less) (Carpet Area _____ Square Feet more or less) (hereinafter referred to as the UNIT) TOGETHER WITH _____ nos. of in Mechanical Car Parking in the ground floor Place designated as (MCP) AND TOGETHER WITH the right to use in various limited common elements (more fully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written) AND ALSO TOGETHER WITH the right to use the various Limited common parts, portions, areas, facilities and amenities in the said Semi-Commercial Segment (more fully and particularly mentioned and described in **PART II** of the **THIRD SCHEDULE** hereunder written) AND TOGETHER WITH the limited undivided proportionate share in the leasehold interest attributable thereto (more fully and particularly mentioned and described in the

SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT) situation whereof is shown and delineated in the map or plan annexed hereto and (bordered in Red thereon) for the residue of the term of the said Principal Lease together with all extension and/or renewal thereof for the consideration and subject to the terms and conditions contained and recorded hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

SECTION I –DEFINITIONS

1.1 In this Deed of sub-lease the following expressions shall have the meanings assigned to them as under

i) SUB LESSOR shall mean the said M/S Private Limited and shall include its successor and/or successors in office/interest and assigns

ii) PROMOTER/DEVELOPER shall mean the said Emami Realty Limited and shall include its successor and/or successors in office/interest and assigns

iii) SUB LESSEE shall mean the party hereto of the Third Party and shall include its successor and/or successors in interest and assigns

iv) PREMISES shall mean ALL THAT the Municipal Premises No.2 Jessore Road, Kolkata 700 028 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)

v) "Authority" or "Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any State or other Subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/local authority having jurisdiction over the said Premises

vi) "Unit shall mean the Unit intended to be acquired by the Sub Lessee in terms of this Agreement / application datedfor Semi-commercial purposes (more fully and particularly mentioned and described in the Second Schedule hereunder written) for the residue of the unexpired period of the Principal Lease including the renewed period

vii) "Limited Common Elements" shall mean the various parts and portions meant for common use and enjoyment for the purpose of entry and exit from the main gate of the complex and its driveway to the said Semi-Commercial /Office Segment (more fully and particularly mentioned and described in Part I of the Third Schedule hereunder written)

viii) "Limited Common Areas and Facilities" shall mean and include common parts and portions forming part of the Semi-Commercial Segment (more fully and particularly mentioned and described in PART II of the Third Schedule and the Eighth Schedule (hereunder written)

ix) HOUSE RULES shall mean the house rules as hereinafter mentioned to be performed and observed by all the Sub-Lessees and the lawful occupants of the units.

x) "Law" means all laws, promulgated and brought into force and effect by Government of India, State Government of West Bengal and/or local authorities (having power under law) including any rules and regulations made there under by the government, its agencies, local authorities, judgement, decree, injunctions, writs and orders of any court of law, as may be in force and effect during the subsistence of this agreement

xi) "Sub Lessee" shall mean the Sub Lessee herein and in the case of a Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of an individual his/her/its heirs, legal representatives, executors, administrators and assigns.

xii) "Maintenance Agency" means the person(s)/agency/body/Developer who shall carry out the maintenance and upkeep of the said Semi-Commercial

Segment who shall be responsible for providing the maintenance services within the said Semi-Commercial Segment which can be the Developer or association of Sub Lessees or such other agency/body/Developer to whom the Developer may handover the maintenance of the said building/complex

xiii) "Maintenance Charges" means the charges payable by the Sub Lessee(s) more fully and particularly defined and explained herein this indenture to be executed between the parties hereto.

xiv) PRINCIPAL LEASE- shall mean the said Lease dated 19th January, 1987.

xv) "Parking space(s)" means the parking space(s) at Mechanical Car Parking (MCP) area with a limited right to use only under (First come first serve basis) which the Sub Lessee may be permitted to use and to abide by.

xvi) "Person" shall mean any individual, partnership, association, joint stock company, Developer, body corporate, private limited companies, limited companies, limited liability partnership, joint venture corporation, trust, unincorporated organisation or government, or agency or sub-division thereof

xvii) Super Built area – shall mean the saleable space forming part of the Unit and also proportionate shares in common parts and portions in Semi-Commercial /Office Segment and also such amenities as may form limited part of the common parts and portions, and its facilities and amenities, as mentioned in the eighth schedule, hereinafter written.

1.2 Interpretations

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) Reference to any agreement, contract deed or documents 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 innovated.

iii) An obligation of the Sub Lessee in this Deed to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

iv) Words denoting Masculine gender shall include feminine and neutral genders as well.

v) Words denoting singular number shall include the plural and vice versa.

vi) 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.

vii) 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.

viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

ix) The Schedules shall have effect and be construed as an integral part of this agreement.

SECTION II - DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT

2.1 At or before the execution of this Deed, the PROMOTER/**Developer** has provided to the SUB-LESSEE(S) a certificate being the Report on Title of its Advocate and the SUB-LESSEE(S) has satisfied himself/herself/itself as to:

i) The title of the SUB-LESSOR.

- ii) Gone through the title deeds relating to the said Premises.
- iii) satisfied himself/herself/itself as to the legal Leasehold right in respect of the said premises in terms of the Principal Lease and acknowledges that the SUB-LESSOR has a marketable title in respect thereof.
- iv) Has gone through the said Development Agreement dated 2nd March, 202, entered into between the Sub Lessor and the Promoter and has fully understood the contents thereof including the right of the Promoter to carry out the construction thereon.
- iv) inspected the plan sanctioned by the authorities concerned.
- v) Acknowledges that the right of the SUB-LESSEE(S) shall remain restricted to the said Unit and that the SUB-LESSEE(S) shall have no right over and in respect of the other parts and portions of the said Semi-Commercial /Office Building and/or complex.
- vi) Acknowledges that the terms and conditions of this Deed of sub lease are fair and reasonable.
- vii) Has obtained independent legal advice and the Advocates so appointed by the SUB-LESSEE(S) have also caused necessary searches/investigation of title to be made
- viii) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the SUB-LESSEE(S)s agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.

SECTION III –DEMISE

3.1 That in consideration of the Agreement/application dated----- registered at the office of the Additional District Sub Registrar, Cossipore in book no I Being No.----- for the year _____ AND in

further consideration of a sum of Rs. -----/- (Rupees ---
----- only) of the lawful money of the Union of India well and
truly paid by the Sub Lessee to the Promoter as and by way of premium
and/or salami (the receipt whereof the Promoter doth hereby and also by
the receipt hereunder written doth admit and acknowledge to have been
received) AND in further consideration of the Sub Lessee having agreed to
make payment of the proportionate share of ground rent and every part
thereof) the Sub Lessor with the consent and concurrence of the
Promoter/Developer doth hereby demise unto and in favour of the Sub
Lessee herein) **FIRSTLY ALL THAT** the Unit No. ----- on the ----- floor of
the new building forming part of the Semi Commercial Segment and
constructed on a part of portion of the Premises (the said Premises more
fully and particularly mentioned and described in the **FIRST SCHEDULE**
hereunder written) containing by estimation Super Built-up area of -----
----- sq.ft. equivalent to (Carpet Area _____ sq. ft.)
(be the same a little more or less) **AND SECONDLY TOGETHER WITH** ----
----- nos. Car park in MCP to be used under first come first serve basis
more fully and particularly mentioned and described in the **SECOND**
SCHEDULE hereunder written and hereinafter referred to as the said
UNIT AND THIRDLY ALL THAT the proportionate share in the Limited
Common Elements (more fully and particularly mentioned and described
in **Part I** of the **THIRD SCHEDULE** hereunder written) AND TOGETHER
WITH the undivided proportionate share in **limited** common parts and
portions of the Semi-Commercial /Office Segment(more fully and
particularly mentioned and described in **Part II** of the **THIRD SCHEDULE**
hereunder written) **AND FOURTHLY TOGETHER WITH** the undivided
proportionate share or interest in the leasehold interest attributable
thereto (more fully and particularly mentioned and described in the
SECOND SCHEDULE hereunder written and hereinafter referred to as the
said UNIT)situation whereof is shown and delineated in the map or plan
annexed hereto and (bordered in **RED** thereon) for the residue of the term
of the said Principal Lease together with all extensions and/or renewals
thereof TOGETHER WITH the right to use of the limited common areas,

installations, and facilities in common with the other co-SUB-LESSEE(S)s and the other lawful occupants of the Semi-Commercial Segment. BUT EXCEPTING AND RESERVING such rights easements quasi- easements privileges reserved for PROMOTER's or Holding Organization's beneficial use and enjoyment of the Said Unit/Units (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) AND TOGETHER WITH all easements or quasi- easements and provisions in connection with the SUB-LESSEE(S)'s beneficial use and enjoyment of the Said Unit/Units (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said UNIT hereby demised and every part or parts or parts thereof unto and to the use of the SUB-LESSEE(S) for the residue of the term of the Leasehold interest together with the right of renewal thereof.

for further term as provided for in the said Deed of Sublease **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) AND also subject to SUB-LESSEE(S) making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written)

SECTION – IV

4.1 AND THE SUB LESSOR AND PROMOTER AND EACH ONE OF

THEM HEREBY COVENANT WITH THE SUB-LESSEE(S) as follows:

a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Promoter or executed or knowingly suffered to the contrary the Sub Lessor and/or Promoter is lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said UNIT hereby granted conveyed transferred assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance

without any manner or conditions use trust encumbrances or make void the same.

b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Sub Lessor and the Promoter now have in themselves good right full power and absolute authority to assign and transfer all and singular the Said UNIT hereby conveyed transferred or expressed so to be unto and to the use of the SUB-LESSEE(S) in the manner aforesaid.

c) **THAT** the Said Unit hereby demised or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the PROMOTER.

d) **THAT** the SUB-LESSEE(S) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the PROMOTER or any person or persons having or lawfully or equitably claiming as aforesaid.

e) **THAT** the SUB-LESSEE(S) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lis-pendens debuttar or trust or claims and demands whatsoever created occasioned or made by the PROMOTER or any person or persons having or lawfully or equitably claiming as aforesaid.

f) **THAT the** PROMOTER and all persons having or lawfully or equitable claiming any estate or interest in the Said usage of limited common area spaces , unit or any part thereof through under or in trust for the Promoter shall and will from time to time and at all times hereafter

at the request and cost of the SUB-LESSEE(S) make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit and every part thereof unto and to the use of the SUB-LESSEE(S) in the manner as aforesaid as shall or may be reasonably required.

g) **THAT** the Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION V – SUB-LESSEE(S)’S COVENANTS

5.1 AND THE SUB-LESSEE(S)HEREBY COVENANTS WITH THE PROMOTER as follows:

i. **THAT** the SUB-LESSEE(S) and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the Sub-Lesees and the lawful occupants and of the said New Building.

ii. **THAT** the SUB-LESSEE(S) shall within three months from the date of execution of these presents at his/her /its cost shall apply for obtaining mutation of his/her/its name as the Sub-Lesees and until his/her/its Unit is not separately assessed the SUB-LESSEE(S) shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the PROMOTER, to the PROMOTER and upon formation of the Association to the said Association without raising any objection whatsoever

iii. The Sub lessee shall be entitled to sublease and or transfer and assign and or mortgage and or charge the lease hold interest of the unit for which no further consent of the Sub lessor and Promoter shall be necessary and or required excepting that the Assignee and/or Transferee as the case may be shall be liable to pay perform and observe the terms and conditions herein contained and on the part of the Sub Lessee to be paid performed and observed.

iv. **THAT** the SUB-LESSEE(S) shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, Govt. rents, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Unit and proportionately for the Building as a whole and proportionately for the Limited common parts and portions and until the mutation is effected in the name of the SUB-LESSEE(S), the SUB-LESSEE(S) shall be liable to make payment of such Rates and Taxes to the PROMOTER and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year by the PROMOTER and/or the Association as the case may be

SECTION VI – OTHER COVENANTS

6.1 AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

i. **THAT** the Undivided share in the leasehold interest attributable to the said Unit and the proportionate share in Common parts and portions hereby CONVEYED and transferred and attributable to the said Unit shall always remain That the said Building will be known as “**EMAMI BUSINESS BAY**”

ii. THE right of the SUB-LESSEE(S) shall remain restricted to the said Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building (Semi Commercial)

iii. The Sub lessee shall be entitled to sublease and or transfer and assign and or mortgage and or charge the lease hold interest for which no further consent of the Sub lessor and Promoter shall be necessary and or required excepting that the Assignee and/or Transferee, as the case may be, shall be liable to pay perform and observe the terms and conditions herein contained and on the part of the Sub Lessee to be paid performed and observed.

iv. The SUB-LESSEE(S) shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other Sub-Lesees and the lawful occupants of the said Building and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)

v. The SUB-LESSEE(S) will be provided sub meters for the said **Unit**. The SUB-LESSEE(S)S agrees to regularly and punctually make payment of

the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

SECTION VII – POSSESSION

7.1 It is hereby confirmed, recorded and declared that the PROMOTER has put the SUB-LESSEE(S) in complete vacant possession of the said Unit within the agreed and declared period of time and the SUB-LESSEE(S) admits and acknowledges to have received the same within the said period and shall never raise any claim and /or demand any kind of compensation, of whatsoever nature, on delayed possession.

7.2 On and from the date of offer of Possession, the SUB-LESSEE(S) has agreed that he/she/it shall:

i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature including the proportionate share of ground rent payable in respect of the said Unit as a whole and proportionately for the building and common parts.

ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the PROMOTER/ FMC and or its nominees and agencies and upon formation of the Association to such Association. The SUB-LESSEE(S) acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the SUB-LESSEE(S) in making regular and timely payment of such maintenance charges the same is likely to adversely affect the rights and interest of other Sub-Lesees and the lawful occupants of various other Units in the said building.

iii. The PROMOTER and/or the Association as the case may be will estimate every year what it thinks the estimate for providing the services

(including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the SUB-LESSEE(S) shall have to make payment of such estimated amount on monthly basis in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the SUB-LESSEE(S) is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the maintenance Charge percentage payable by the SUB-LESSEE(S) for the following year and in the event of the same being more than what has been paid by the SUB-LESSEE(S) the SUB-LESSEE(S)s shall forthwith make payment of the same to the Association and/or PROMOTER as the case may be.

iv. The PROMOTER and/or the Association as the case may be shall time to time raise a RESERVE FUND as may be estimated and fixed annually for all maintenance charges including replacement, installation & other maintenance charges as may be categorised by The PROMOTER and/or the Association.

v. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be handed over to the Association upon its formation after deduction of the expenses as may be incurred on account of repair and maintenance/replacement of the equipment/machineries installed.

vi. The SUB-LESSEE(S) is/are absolutely satisfied with the measurement of the Unit, quality of the construction work, fitting and fixtures of their allotted Unit and shall not have any claim and or demand in any manner whatsoever.

vii. The SUB-LESSEE(S) undertake(s) and acknowledge(s) that he/she/it/they is/are not having any claim on any head or account whatsoever against the Promoter in any manner whatsoever.

7.3 The SUB-LESSEE(S) shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.

7.4 At or before taking over possession of the said Unit the SUB-LESSEE(S) has made payment of various amounts on account of advances and/or deposits as detailed out in the Fourth Schedule of the said Agreement for Sub-Lease.

SECTION VIII – CONTROL OF COMMON PARTS – MAINTENANCE – PAYMENT OF CAM CHARGES

8.1 All the common parts and portions as detailed out in the Third Schedule hereunder written shall automatically remain vested in the Association upon its formation in accordance with the provisions of applicable statute of the State and or in accordance with West Bengal Apartment ownership Act as the case may be without any further act deed or thing and till then the SUB-LESSOR shall hold the same in trust for the Association

8.2 The SUB-LESSEE(S) shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (CAM CHARGES) regularly and punctually to the PROMOTER and/or Association as the case may be

8.3 The obligation of the PROMOTER being the Promoter is to provide common services for a period not exceeding three months from the date of possession and prior thereto if the Association is formed, the Association shall be responsible for providing common services and the **sub lessee** shall be liable to make payment of the proportionate share of limited common area maintenance charge (hereinafter referred to as the CAM

CHARGES)asto be determined by the promoter and or its agents or nominees or association as the case may be at its discretion

8.4 The Sub Lessee shall regularly and punctually make payment of the proportionate share of Common Area Maintenance charges (hereinafter referred to as the CAM CHARGES) and in the event of non-payment thereof, for the delayed period the Sub Lessee shall be liable and agrees to make payment of interest at the rate of 18% per annum and in the event of such CAM Charges remaining in arrears for more than 60 days from the date the same has become due and payable then and in that event the Promoter and/or the Holding Organisation and/or the Facility Management Company(FMC) as the case may be shall be entitled to and the Sub Lessee hereby consents

a) to disconnect the electricity

b) to discontinue / disconnect the supply of water.

c) to withhold the services of lifts to the SUB-LESSEE(S) and his visitors and the same shall not be restored until such time the SUB-LESSEE(S) has made full payment of the amounts due and payable together with interest at the aforesaid rate.

8.5The Sub Lessee acknowledges that non-payment of such CAM Charges is likely to adversely affect the interest of the other sub lessees in the said Semi Commercial Segment and as such before withdrawal and/or discontinuance of the various facilities and/or utilities it will not be obligatory on the part of the Promoter, Holding Organisation and/or FMC as the case may be to give any notice and in any event the Sub Lessee waives the right of receipt of such notice.

8.6Subject to the Sub Lessee co-operating and providing necessary details and papers as may be required , the Promoter shall form or cause to be formed an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 and or any other applicable act of W.B. and the rules framed there under which may be an Association

and/or Syndicate (hereinafter referred to as the HOLDING ORGANISATION/ASSOCIATION) and the said Holding Organisation shall be deemed to be the representative body of all Sub-Lesees and the lawful occupants of the said Housing Complex.

8.7 The Sub Lessee agrees and undertakes to sign and execute all applications papers deeds documents and instruments as may be necessary and/or required and in any event the Promoter as the Constituted Attorney of the Sub Lessee shall be entitled to sign and execute any such applications papers deeds documents and instruments and the Sub Lessee hereby consents to the same.

8.8 In the event of any delay in formation of the said Association the Promoter may appoint a Facility Management Company at its absolute choice (hereinafter referred to as the FMC) on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper and such FMC shall take control of the common parts and portions and remain liable for rendition of common services subject to the Sub Lessee making payment of proportionate share of the CAM Charges and an amount which may be equivalent to **15%** of such CAM Charges towards remuneration of such FMC.

8.9 Till formation of the said Holding Organisation/Association, the Promoter shall hold all common parts and portions in trust and upon formation of the said Association all common parts and portions shall automatically vest in the said Association without any further act deed or thing

SECTION IX – DEFECT LIABILITY

9.1 In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Unit and such defect is detected within a period of five years from the date of issue of **occupancy certificate** of the said project then and in that event the

Promoter shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Sub Lessee or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or:

- a) Any negligence and/or latches on the part of the Sub Lessee
- b) Any act deed or thing on the part of any third party
- c) Any act of vandalism or destruction on the part of any person

THE FIRST SCHEDULE ABOVE REFERRED TO (PREMISES)

ALL THAT the piece and parcel of land measuring 1.00 acre (more or less) out of 87.555621 Acres, be the same a little more or less, in Block EP & GP, Sector-V, Bidhannagar, District: North (24) Parganas, Police Station: Bidhannagar (East), With the jurisdiction of Sub-Registration office:- Bidhannagar, Salt Lake and butted and bounded in the manner following:

ON THE NORTH : PLOT NO. A1- 1 & 2
ON THE SOUTH : 15 METER WIDE ROAD
ON THE EAST : PLOT NO. N1 (WEBEL SL ENERGY LTD)
ON THE WEST : PLOT NO. A1-4

THE SECOND SCHEDULE ABOVE REFERRED TO (THE UNIT)

ALL THAT the Unit No. ----- on the ----- floor of the new building forming part of the semi commercial segment containing by estimation a super Built-up area of -----sq.ft. Carpet Area ----- sq.ft.(be the same a little more or less) TOGETHER WITH ----- nos. of covered/(**MCP**) Mechanical car parking space/s TOGETHER WITH undivided proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the leasehold interest (situation whereof

is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - 1

LIMITED COMMON AREA(Access)

All that the common passages, driveways, paths leading from the main entrance of the Complex named EMAMI BUSINESS BAY leading towards each of the said semi commercial units, together with the designated area for mechanical car parking, lift, lobbies, staircases, corridors of the said building together with all the remaining common area within the Complex, its parts and portions, facilities, amenities, cafeteria.

PART - II

(COMMON PARTS AND PORTIONS) (Usage)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Civic Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Properties.
4. Common Toilets and bathrooms for use of Visitors, Unit holders and or their nominees and agents.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.

6. Boundary walls surrounding the semi commercial segment building of the Properties including outer side of the walls of the building and main gates.

7. Water pump and motor with installation and room therefore.

8. Tube well, water pump, overhead tanks, and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.

9. Transformer, electrical wiring meters, and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefore.

10. Windows/doors/grills and other fittings of the common area of the Properties.

11. Generator its installations and its allied accessories and room.

12. Lifts, Lift wells and their accessories installations and spaces required therefore.

13. Such other common parts areas, equipment, installations, fixtures, fittings, covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Units as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO PROMOTER'S OR HOLDING ORGANIZATION'S (EASEMENTS OR QUASI - EASEMENTS)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for PROMOTER and/or the Holding Organization.

1. The right in common with the SUB-LESSEE(S) and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the use of common part or parts of the Building including its

installations staircases open spaces in ground floor covered spaces electrical installations and other passages.

2. The right of passage in common with the SUB-LESSEE(S) and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the SUB-LESSEE(S) by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.

4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.

5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

SUB-LESSEE(S)'s (Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the SUB-LESSEE(S) to be enjoyed along with other co-occupiers.

i. The SUB-LESSEE(S) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.

ii. The right of access and passage in common with the Holding Organization and/or the **Co- Sub-Lesees and the lawful occupants** and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, bore well, lifts and electrical installations and all other covered common areas installations and facilities in the Building.

iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the SUB-LESSEE(S) or any person deriving title under the SUB-LESSEE(S) or the servants agents employees and invitees of the SUB-LESSEE(S) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the **Sub-Lesees and the lawful occupants** and the Holding Organization along such drive way and path ways as aforesaid.

iv. The right of support shelter and protection of the Said Unit by or from all parts of the Building so far they now support shelter or protect the same.

v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(RULES/RESTRICTIONS)

On and from the date of offer of Possession the SUB-LESSEE(S) as affirmative covenants has covenanted with the Sub Lessor and the Promoter as follows:

a) TO CO-OPERATE with the other co-SUB-LESSEE(S)s and/or co-SUB-LESSEE(S)s and the PROMOTER in the management and maintenance of the said building.

b) TO OBSERVE the rules framed from time to time by the PROMOTER and upon formation of the Association by such Association as the case may be.

c) TO ALLOW the PROMOTER and/or their authorized representative and upon formation of the Association the representatives of such Association to enter into the said Unit and/or common parts and areas for the purpose of maintenance and repairs.

d) TO PAY and bear the common expenses and other outgoing and expenses since the offer date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the

Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the PROMOTER and upon formation of the Association to such Association.

e) TO DEPOSIT the amounts reasonably required with the PROMOTER and upon formation of the association with such Association towards the liability for the rates and taxes and other outgoings.

f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.

g) To use the said Unit for semi-commercial purposes only and for no other purpose whatsoever or howsoever

h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit

i) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

j) To become a Member of the Holding Organisation/Association

k) Shall not tamper, change, modify or alter any existing sewerage and water plumbing line without written consent from the SUB-LESSOR/PROMOTER and acknowledges that violation of the same may lead to initiation of penal action

l) not to erect, construct or modify inside the Unit without any prior written consent from the PROMOTER

m) To regularly pay the annual lease rent through the promoter and or its nominees agents and or Holding Organisation/Association, who shall pay the consolidated lease rent to the competent authority

The SUB-LESSEE(S)s hereby further covenants by way of negative covenants as follows:

a) NOT TO sub-divide the said Unit and / or the MCP space or any portion thereof.

b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the SUB-LESSEE(S)'s enjoyment of the said Unit.

c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.

d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.

e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.

g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or

otherwise other than in suitable bins and/or receptacles provided for such purpose.

h) NOT TO DO or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

i) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business

j) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other **Sub-Lessees and the lawful occupants** of the said Semi-Commercial Building.

k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other **Sub-Lessees and the lawful occupants**.

l) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said Semi-Commercial complex.

m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might

injure the conducting media or the drainage system of the Semi-Commercial complex.

n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.

o) NOT TO damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.

p) NOT TO close or permit the closing of lobbies or lounges or corridors or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the building, lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the PROMOTER /and or nominees and or agents /Association differs from the colour scheme of the building or deviation or which in the opinion of the PROMOTER/and or nominees and or agents /Association may affect the elevation in respect of the exterior walls of the said building.

q) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

r) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the PROMOTER /ASSOCIATION and / or any concerned authority.

s) THE SUB-LESSEE(S) shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the SUB-LESSEE(S) shall be entitled to avail of the central antenna facilities to be provided by the PROMOTER to the SUB-LESSEE(S) and also

the other **Sub-Lessees and the lawful occupants** of the units in the said Premises at their cost.

t) NOT TO use the said Unit or permit the same to be used for any purpose whatsoever other than semi commercial /office purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the **Sub-Lessees and the lawful occupants** of the neighbouring areas or for any illegal or immoral purpose similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the common areas/ lobbies/ MCP parking space.

u) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

v) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the PROMOTER/ASSOCIATION.

w) TO ABIDE by such building rules and regulations as may be made applicable by the PROMOTER and upon appointment of the ASSOCIATION by such ASSOCIATION.

x) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.

y) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

z) In the event of non-payment of such services and maintenance charges the SUB-LESSEE(S)s shall be liable to pay interest at the rate of **18%** per annum to the PROMOTER and upon appointment of the ASSOCIATION to such ASSOCIATION and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the PROMOTER and or ASSOCIATION shall be entitled to and the SUB-LESSEE(S) hereby consents:

1. To discontinue the supply of electricity.
2. To discontinue / disconnect the supply of water.
3. To withhold the services of lifts to the SUB-LESSEE(S)s and the members of their families and visitors and the same shall not be restored until such time the SUB-LESSEE(S)s having made full payment of the amounts due with interest at the aforesaid rate.
4. To discontinue the facility of DG power back-up.

aa) In the event of non-payment of any of the amounts payable by the SUB-LESSEE(S) to the PROMOTER/Association, the PROMOTER/Association as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of **18%** per annum.

bb) Not to allow any outside visitors to stay after 9 .p.m. inside the said unit or as the time schedule as may be decided by PROMOTER /and or FMC/ and or Association, without prior approval of the promoter.

cc) Not to allow any visitors of the said unit to use the lift/elevators after 9 p.m. and or any other time schedule as may be decided by PROMOTER /FMC/Association, without prior approval of the promoter.

dd) Not to commence the activities and or operate from the Unit without obtaining license, NOC/approvals etc. issued by the competent authorities as may be applicable in consideration with the nature and characteristics of Sub lessee trade and activities.

(CAR PARKING)

a. It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the SUB-LESSEE(S) shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the SUB-LESSEE(S)s shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car.

b. Parking of Car will be permitted only if specifically allotted. The said Parking Space/s shall be used only for the Purpose of Parking of car (s).

c. THE SUB-LESSEE(S)s shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)

d. THE SUB-LESSEE(S)s shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)

e. IN the event of the SUB-LESSEE(S)s washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the SUB-LESSEE(S)s to clean up the entire space.

f. THE SUB-LESSEE(S) shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.

g. THE SUB-LESSEE(S) neither store nor permit anybody to store any articles or things into or upon the said Parking Space.

h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the ASSOCIATION.

i. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the SUB-LESSEE(S)s will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

j. No visitor can park their car save and except in the designated area to be determined by PROMOTER /and or nominees and or agents /Association

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the PROMOTER/Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping all the access ways in good repair and clean and tidy and edged where necessary and clearing the access ways when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

6. Paying such workers as may be necessary in connection with the upkeep of the property.

7. Insuring any risks.

8. Cleaning as necessary the external walls, façade and fenestration (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.

9. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.

10. Cleaning as necessary of the areas forming parts of the property.

11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the PROMOTER may think fit.

12. Maintaining and operating the lifts.

13. Providing and arranging for the emptying receptacles for rubbish.

14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual occupiers of any Unit.

15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.

16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.

17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Sub-Lessee(s) and the lawful occupant of any Unit.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association is reasonable to provide.

21. Proportionate applicable Govt. Lease ground rent to be paid to the competent authority by the sub lessees from time to time as may be demanded by the said authority or association or FMC as the case may be.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(THE AMENITIES AND FACILITIES)

The Sub-Lessee(s) is/are entitled to have enjoyed the following facilities and amenities:-

1. Open Mini Soccer Turf
2. Open Cricket Turf
3. Open Jogging Track
4. Open Sitting Area
5. Open Gymnasium
6. Open Cafeteria

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE PROMOTER

At Kolkata in the presence of

1.

2.

SIGNATURE OF PROMOTER

SIGNED AND DELIVERED BY THE SUB-LESSEE(S)

At Kolkata in the presence of

1.

2.

SIGNATURE OF SUB-LESSEE(S)

Drafted by me