

DEED OF SUB-LEASE

This **DEED OF SUB-LEASE** (“Deed”) is made on this [•] day of [•], 20[•]

BY AND BETWEEN

AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED, (CIN No.U70109WB2011PTC157834), (PANAAHCM0263D), a company incorporated under the Companies Act, 2013, having its Registered Office at 'Ecospace Business Park', Block- 4B, Ground Floor, Premises No.- IIF/11, Action Area-II-A, P.O. New Town, P.S. New Town, Kolkata – 700160, represented by its authorized signatory, **Mr.** _____, (PAN _____), (Aadhaar No. _____), (Mob No. _____) son of Sri _____, residing at Kolkata- _____ and authorized vide board resolution dated _____, hereinafter referred to as the “**Promoter**”/“**Sub-Lessor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **ONE PART**:

AND

[If the Sub-Lessee is a company]

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

[OR]

[If the Sub-Lessee is a Partnership]

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

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[If the Sub-Lessee is an Individual]

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

[OR]

[If the Sub-Lessee is a HUF]

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

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

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

WHEREAS:

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

- (i) The Government of West Bengal (hereinafter referred to as the “**Lessor**”), is seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of **81.19** acres, more or less (or 328564.27 square metres, more or less), situate at Mouza Dabgram, J.L. No.2, Block Rajganj, Police Station: New Jalpaiguri, District: Jalpaiguri, West Bengal (hereinafter referred to as the “**Total Land**”).
- (ii) Bids were invited by the Department of Urban Development, Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited (“**WBHIDCO**”) for development of a theme based township on the said Total Land by way of a Request for Proposal (“**RFP**”) vide RFP No.2946/HIDCO/Plng/656(A)/2015 dated 17 August 2017. The theme for the proposed township has been designated as “Health and Knowledge” with a focus on “provision for senior citizens”. The proposed township shall be known as ‘**Utsodhaara: Teesta Township**’ (“**Township**”),

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- (iii) Pursuant to the terms and conditions of the RFP, one Ambuja Housing & Urban Infrastructure Company Limited, having its registered office at 'Ecospace Business Park', Block- 4B, Ground Floor, Premises No.- IIF/11, Action Area-II, P.O.– New Town, P.S.- New Town, Kolkata – 700160 (“**AHUICL**”) was identified as the ‘selected bidder’ and a Letter of Intent (“**LOI**”) dated 4 May 2018 was issued in its favour by WBHIDCO.
- (iv) In terms of the RFP, AHUICL nominated **Ambuja Neotia Teesta Development Private Limited**, the Sub-Lessor herein and requested the Lessor through WBHIDCO to accept the Sub-Lessor as the Lessee, which would exercise the rights and perform the obligations of AHUICL as referred to in the LOI and to obtain a lease in its favour from the Lessor upon payment of the entire financial bid in terms of the RFP, being the premium reserved for grant of such lease.
- (v) In pursuance of the terms of the RFP and the LOI, by a Deed of Lease dated 24 June 2020, registered at the Office of Additional Registrar of Assurances-I, and recorded in Book No. I, CD Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 01894, for the year 2020, the Lessor has granted a lease of the Total Land (“**Head Lease**”) for a period of 99 (ninety nine) years from the date of the Head Lease and handed over the vacant and peaceful possession of the Total Land to the Sub-Lessor for the purpose of development of the Township for the consideration and on the terms and conditions as contained therein.
- (vi) In accordance with section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 (“**WBT&CP Act**”) read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 (“**WBT&CP Rules**”), the Sub-Lessor applied to the Siliguri-Jalpaiguri Development Authority (“**SJDA**”), a Development Authority under the WBT&CP Act for permission to develop the Township on the said Total Land.
- (vii) The Township shall be developed in different phases and the phasing has been planned by the Sub-Lessor in a manner that each phase of development conforms to the terms of the RFP, LOI and the Head Lease as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws. Accordingly, a comprehensive project report in respect of the proposed development of the Township (“**Detailed Project Report**”) and a comprehensive development plan highlighting the different development zones of the proposed Township (“**Master Plan**”) for the Township were submitted with the SJDA for its approval.

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- (viii) By a Memo No. 1242/III/Plg/854/14/P-I/SJDA, dated 1 October 2020, SJDA granted to the Sub-Lessor its permission to develop the Township in accordance with the Master Plan and Detailed Project Report submitted to them. The Project, hereinafter described is a part of the sanctioned Master Plan relating to the proposed scheme of development of the Township.
- (ix) The approved Master Plan which includes the layout plan of the Township has been designed to create various zones with specific objectives and use in line with the theme of the Township and to cater to different needs of the community residing in the Township. The various zones of the Township are described in the Master Plan attached hereto and marked as **Plan – “A”**.
- (x) The Sub-Lessor proposes to retain the leasehold rights and interest in 1.511 Acres of land out of the Total Land (**“Retained Land”** depicted in **Plan - “A”** hereto and thereon bordered in **RED** colour) leased by the Lessor under the Head Lease comprising Plot No **“UIF-5”** admeasuring 0.741 Acres within the zone earmarked for development of Urban Infrastructural Facilities (**“UIF”**) along with green area designated as **“GR-15”** admeasuring 0.77 Acres within the zone earmarked for development of Urban Infrastructural Amenities (**“UIA”**).
- (xi) The Sub-Lessor may either develop by itself or cause the development of a state-of-the-art social club having commercial, entertainment, indoor and outdoor (open-to-sky) sports facilities (**“Club”**) on the Retained Land. It is expressly and unequivocally clarified herein that the proposed Club, if developed on the Retained Land, shall be managed and operated by the Sub-Lessor or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Sub-Lessor.
- (xii) The Township shall be made accessible by the Sub-Lessor from the Naukaghata Road at Naukaghata crossing through an entry point (**“Township Existing Entry Point”** as depicted in **Plan- “A”** hereto and thereon marked in **“YELLOW”** colour). The Sub-Lessor may also, at its sole discretion, explore avenues to arrange for an additional entry point to the Township from the Asian Highway **“AH-02”** through a small stretch of land which is presently owned by the SJDA (**“Township Alternate Entry Point”** as depicted in **Plan- “A”** hereto and thereon marked in **“BROWN”** colour) , subject to the acquisition of rights in respect of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard;
- (xiii) As per the Master Plan, the total land area earmarked/reserved for construction/development of the UIF Zone, (being one of the several zones

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proposed to be developed in the Township as per the Master Plan) is 20.296 acres. This is approximately 25% (Twenty Five percent) of the Total Land and depicted in **Plan- "A"** hereto and thereon bordered in **BLUE** colour ("**UIF Zone Land**"). The UIF Zone Land will comprise of –clusters of developed plots of different shapes and sizes ("**Plotted UIF Land Clusters**") to be allotted for construction thereupon of independent commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities in accordance with the WBT&CP Rules by the allottees;

- (xiv) The UIF Zone Land shall be developed by the Sub-Lessor in a phase-wise manner and each plot within the Plotted UIF Land Clusters shall be sub-leased by the Sub-Lessor to prospective allottees/sub lessees for construction of independent urban infrastructural facilities thereon strictly in strict accordance with the terms of the RFP, LOI, Head Lease, Master Plan as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws;
- B. Out of the UIF Zone Land, a clearly demarcated land area of 07.466 acres ("**Project Land**") as depicted in **Plan –"A"** annexed hereto and bordered thereon in "**GREEN**" colour), has been identified by the Sub-Lessor as Plotted UIF Land Cluster for the purpose of developing the same as a real estate project comprising 10 (Ten) clearly demarcated developed plots of land of different shapes and sizes, having an aggregate land area of 07.466 acres, and christened as "**Utsodhaara: Teesta Township UIF Plots Phase-I**" ("**Project**").;
- C. The remaining portion of the Total Land after excluding the Project Land (hereinafter referred to as the "**Adjoining Property**") which includes the Retained Land) is excluded from the purview and ambit of these presents and shall continue to be held and possessed by the Sub-Lessor solely exclusively and absolutely with right to use, enjoy and develop as the Sub-Lessor may deem fit and proper in its absolute discretion, and the Sub-Lessee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same. It is expressly agreed understood and clarified that both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single Master Plan and layout plan has been sanctioned for both the properties. Accordingly, the lease hold rights of the allottees / sub-lessees of plots etc., in or on the land shall remain restricted to their respective plots only;
- D. The Sub-Lessor has obtained the final layout plan for the Project (which is comprised in the integrated development plan under the sanctioned Master Plan of the Township) from SJDA. The Sub-Lessor agrees and undertakes that it shall not

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make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable;

- E. The SJDA vide approval dated 07-10-2020 bearing No. 1276/III/Plg/854/14/P-I/SJDA has granted the commencement certificate to develop the Township, which approval also is applicable to the Project.
- F. The Sub-Lessor has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority ("**Authority**") at [•] on [•] under Registration No. [•];
- G. The Sub Lessee had applied for the sub-lease of a plot in the Project, vide Application No.[•], dated [•] and has been allotted the Plot bearing No. [•] measuring [•] sq. mtrs (equivalent to [•] cottahs) for construction of independent [•] for the purpose of [•]thereon (as described in A(xiii) above) at the Sub Lessee's own cost and expenses (hereinafter referred to as the "**Plot**", more particularly described in **Schedule-"A"** hereto and delineated in "**RED**" border on **Plan** annexed under **Schedule-"B"** hereto **Together With** the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project and the Sub-Lessor in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Part-A** of **Schedule- "C"** hereto) **Together With** the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees of the Project, all other allottees of other project(s) and/or different phases of development in the Adjoining Property within the Township and the Sub-Lessor (hereinafter collectively referred to as the "**Shared Common Facilities/Township Level Common Facilities**" and more particularly described in **Part-B** of **Schedule- C** hereto and depicted in the Master Plan of the Township annexed hereto and marked as **Plan-"A"**);
- H. By an Agreement for Sub-lease dated [•] ("**ASL**") executed between the Sub Lessor and the Sub-Lessee and registered at the office of [•], in Book No [•], CD Volume No. [•], Pages [•] to [•], Being No [•] for the year [•] whereby the Sub Lessor agreed to transfer and the Sub Lessee agreed to take on sub-lease the said Plot subject to the terms and conditions contained in the said ASL and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail;
- I. The Sub-Lessee has from time to time paid Total Price (herein after referred to as the "**Total Price**" / "**Lease Premium**") in full as stipulated in the ASL;
- J. The Sub-Lessor since has completed construction of the said Plot and pursuant to the Plan a Completion Certificate/Partial Completion Certificate/ Occupancy

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Certificate (by whatever name it has been given in respect of the Project) dated [•] has been issued by the [•];

- K. At or before the execution hereof, the Sub Lessee has caused necessary due diligence and satisfied himself/itself about the rights and interest of the Sub-Lessor in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Sub Lessee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Township and the Project by the concerned authorities and also inspected the Completion Certificate/Partial Completion Certificate/ Partial Occupancy Certificate/Occupancy Certificate (by whatever name it has been given in respect of the Project)dated [•], and agrees and covenants not to raise any objection with regard thereto.
- L. The Sub-Lessee has now approached the Sub-Lessor for execution of this Deed to grant the sub-lease to the Sub Lessee which the Sub-Lessor has agreed to sub demise to the Sub Lessee the said Plot together with the right to construct independent building for the purpose of [•] thereon at the Sub Lessee's own cost and expenses and at the rent and upon the terms and conditions recorded herein.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. TRANSFER & RIGHT TO USE

- 1.1 Pursuant to the Head Lease, the ASL and in consideration of the rent and premium hereby reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Sub Lessee to be paid observed and performed, the Sub Lessor hereby grants and demises, by way of sub-lease, unto the Sub Lessee the Plot bearing No. [•] measuring [•] sq. mtrs (equivalent to [•] cottahs) and forming part of the **Utsodhaara: Teesta UIF Plots Phase-[I]/ Project** for construction of independent building for the purpose of [•] thereon at the Sub Lessee's own cost and expenses (hereinafter referred to as the "**Plot**", more particularly described in **Schedule- 'A'** hereto and delineated in "**RED**" border on **Plan** annexed under **Schedule-"B"** hereto **Together With** the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining sub lessees of the Project and the Sub Lessor in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Part-A of Schedule- "C"** hereto) **Together With** the irrevocable right to use certain Township level amenities and facilities in common with the remaining sub lessees of the Project, all other allottees/sub lessees

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of other project(s) and/or different phases of development in the Adjoining Property within the Township and the Sub Lessor (hereinafter collectively referred to as the “**Shared Common Facilities/Township Level Common Facilities**” and more particularly described in **Part-B of Schedule- C** hereto and depicted in the Master Plan of the Township annexed hereto and marked as **Plan-“A”**),) along with all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Plot and every part thereof on the terms, conditions and covenants hereinafter mentioned for a term of [•] ([•]) years commencing from the date of signing of this Deed **YIELDING AND PAYING** therefor unto the Sub Lessor premium and rent as mentioned hereinafter during the subsistence of this Sub Lease without any abatement or deduction whatsoever **SUBJECT HOWEVER** that the constructions to be made at the Plot should be in compliance with all the Applicable Laws **SUBJECT FURTHER HOWEVER** to the observance and performance by the Sub-Lessee of all the covenants, stipulations, restrictions, and obligations of the Head Lease and ASL all of which shall be and be deemed to be covenants running with the Plot **AND SUBJECT FURTHER** to the observance and performance by the Sub-Lessee of all the terms and conditions of the management, administration and maintenance of the Project **AND SUBJECT FURTHER** to the Sub-Lessee paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Plot from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Plot and proportionately with respect to the Project.

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

2. LEASE RENT AND LEASE PREMIUM

- 2.1 The Sub Lessee has paid the Total Price/lease premium of Rs [•]/- (Rupees [•]) (“**Lease Premium**”) to the Sub Lessor before the execution of this Deed.
- 2.2 The Parties agree that the Sub Lessee shall pay applicable lease rent (“**Lease Rent**”), plus applicable tax or any other taxes payable on [•] basis.
- 2.3 The Sub Lessee shall pay the Lease Rent to the Sub Lessor within 7(seven) days from the expiry of each [•] of a Financial Year starting from the date of signing of this Deed.

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

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

3. MAINTENANCE OF THE PLOT/PROJECT:

In terms of the stipulations contained in the Head Lease, the Sub Lessor shall inform the Notified Agency and the Notified Agency shall take over the management and maintenance of the Common Area and the Shared Common Facilities/Township Level Common Facilities. The Sub Lessor shall be responsible to provide and maintain through the Maintenance Company the essential services of the Project till the taking over of the maintenance of the Project by the Notified Agency. It is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Sub Lessor shall be fully entitled to handover the Common Areas to the competent authority under the Act. The cost of such maintenance charges have been mentioned in the break-up of the Lease Premium/Total Price of the Plot.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and the Shared Common Facilities are contained in clause [●] under Additional Terms and all the Sub Lessee of Plot shall be bound and obliged to comply with the same.

4. THE SUB LESSEE DOTH HEREBY COVENANTS WITH THE SUB LESSOR AS FOLLOWS

- 4.1 To observe and perform all the terms, covenants and conditions contained in the Head Lease to the extent and so far as they are applicable to the Plot as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 4.2 To use the Plot for the purposes of for construction of independent building and for [●] purpose thereon.
- 4.3 To pay applicable taxes (or any tax in lieu thereof) on the Lease Rent and Lease Premium, if applicable.
- 4.4 Not to cause nuisance or annoyance to the adjoining sub lessees and occupants.
- 4.5 To indemnify and keep indemnified the Sub Lessor against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Head Lease or of these presents.

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- 4.6 To pay and discharge all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings, lease rent (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or during the term of the sub lease shall be imposed or charged upon the Plot and/or the building to be constructed thereon and which may be assessed, charged or imposed upon either on the Sub Lessor or the Sub Lessee or occupier thereof whether in respect of the Plot or the building(s) to be erected thereon after the delivery of the possession of the developed Plot to the Sub Lessee, in accordance with the provisions of relevant laws.
- 4.7 To comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Plot and the building to be erected thereon including but not limited to the sanctioned Master Plan and DPR, the terms of the RFP, and Head Lease and the Land Use Development and Control Plan (LUDCP) of the SJDA and the Building Rules of the concerned local authority and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Sub Lessor saved harmless and indemnified for all losses claims and demands which the Sub Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 4.8 To comply with and/or follow quality assurance plan and follow standard operating procedure while constructing the building on the Plot and to ensure that the construction is carried out in accordance with the stipulation of the National Building Code and relevant Indian Standard Codes applicable for structures and services and to complete construction thereof within **14 July 2028** in accordance with the period stipulated under the Head Lease in this regard **PROVIDED HOWEVER** that the Sub Lessor may extend the timeline by another 2 (two) years in case of exceptional circumstances subject to the Sub Lessor itself obtaining such extension under the Head Lease from the Lessor **FURTHER PROVIDED HOWEVER** that upon failure of the Sub-Lessee to comply with such covenant to commence and complete construction of the building(s) on the Plot within the time originally fixed or as may be extended by the Sub Lessor, the sub-lease shall be liable to be terminated by the Sub Lessor or the Lessor, as the case may be, and the Sub Lessor or the Lessor, as the case may be, shall be fully entitled to re-enter in to or upon the Plot and obtain possession thereof.
- 4.9 To construct two underground tanks and two overhead tanks on the building to be constructed on the Plot such that the Sub Lessee can be supplied with potable and non-potable water (for use of flushing, irrigation, car wash, street wash, gardening air conditioning use and other allied purposes). The Sub Lessee shall mandatorily use two different piping systems to connect their potable and non-potable outlets and to install water tank sensors.

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- 4.10 To use fresh water from borewell only for potable usage. Accordingly, the Sub Lessee shall install two water supply pipes one for potable water and another for non-potable water. The sub-lessee of Plots with area in excess of 1000 sqm, shall install a STP (sewage treatment plant) of sufficient capacity as per the water demand for their development and the treated water from such STP shall be used for all non-potable purposes like flushing, irrigation, car wash, street wash, gardening, air conditioning and other allied purposes. The Sub-Lessee shall further install an online monitoring system in their STP so that the quality of treated water can be monitored on a regular basis by any third party and/or the Sub Lessor or the representative of the Sub Lessor.
- 4.11 To be responsible for its Diesel Set Generator ("DG Set") back up power to implement an effective monitoring system for parameters of the DG Set. There will not be any DG Set back up power for the Project/Township. It will be the responsibility of the Sub Lessee to implement an effective monitoring system for other parameters of the DG.
- 4.12 To strictly observe the daily timings in conformity with the applicable laws or as may be prescribed by the Sub Lessor for the purposes of carrying out or causing the construction to be carried out within the Plot, at its own costs and liabilities, keeping the Sub Lessor saved, harmless and indemnified in this regard.
- 4.13 To obtain at its own cost all permissions and licenses/ approvals from Governmental Authorities and other Statutory bodies which may be necessary to make, construct, erect, hold, use and/or enjoy the developed Plot and/or all building(s) constructed thereon and operate and maintain the Plot/Building in accordance with the terms of the Sub-Lease, Head Lease and Applicable Laws.
- 4.14 To observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Sub Lessor saved, harmless and indemnified in this regard.
- 4.15 To keep the Plot and the building(s) thereon in a neat and clean manner and in a hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the Plot and the building thereon or of the nearby properties at any time.
- 4.16 To use low flow fixtures for saving water.
- 4.17 To maintain and keep the Plot and building in good and habitable condition.
- 4.18 To carry out regular maintenance and replacement of fire protection, security, electrical wirings, installations and appliances in the Plot/building.

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- 4.19 To allow the Sub Lessor, its agents and servants, or the Notified Agency with 24 hours' prior notice in writing (except for emergencies when no such notice would be required) to enter into and upon the Plot and the Building and all structures thereon and view the state and condition hereof and to give or leave notice of any defect in such condition which the Sub Lessee shall be liable to make good within 15 days after such notice has been given or left.
- 4.20 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Plot and/or the building and to keep the Sub Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Plot and/or the building thereon, on the expiry or sooner determination of this Sub-Lease Deed, the Sub Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of the Sub-Lease.
- 4.21 To execute to the satisfaction of the Sub Lessor, all works and observe and perform all such rules and conditions which shall appear to the Sub Lessor or to the appropriate authorities of the State to be necessary or desirable in order to keep the Plot and the building thereon in good sanitary order and condition.
- 4.22 To take steps to ensure that no third party may encroach in to or upon any portion of the Plot or the building(s) to be erected thereon.
- 4.23 To pay the applicable development fee to the Sub Lessor or such other Governmental Authority as may be prescribed under Applicable Law.
- 4.24 To allow any person authorized by the Sub Lessor or the Maintenance Company or the Notified Agency, to inspect, repair and clean sewer lines and/or manholes or to do any other works in connection therewith, within the Plot/building thereon without any obstruction or hindrance by the Sub-Lessee or by any of its men and agents.
- 4.25 As and when the Sub Lessee constructs a building on the Plot to purchase and maintain, at its cost and expense, such insurance as are necessary, including but not limited to the following: [if applicable]
- (i) Builder's all risk insurance;
 - (ii) Loss, damage or destruction of the development facilities and services, at replacement value;
 - (iii) Comprehensive third-party liability insurance including injury or death to personnel of the Lessor and others who may enter the Site;
 - (iv) Workmen's compensation insurance;
 - (v) Storage cum erection insurance; and
 - (vi) Any other insurance that may be necessary to protect the Allottee/Sub-

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Lessee, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as defined in the Head Lease) those are insurable.

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

The Sub Lessee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to the Sub Lessor or the Notified Agency, as the case may be. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Sub-Lessor in writing. If at any time the Sub Lessee fails to purchase and maintain in full force and effect any and all of the insurances required under this Deed, the Sub Lessor or the Notified Agency, may at its option, purchase and maintain such insurance and all sums incurred by the Sub Lessor or the Notified Agency, therefore, shall be reimbursed by the Sub Lessee forthwith on demand, failure of which shall amount to event of default on the part of the Sub Lessee.

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

- 4.26 To clear, upon the completion of the construction of building on the Plot, debris and remove unused materials, machinery and equipment that are not required and clear

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such area of the Plot. It is expressly provided herein that the Sub Lessee shall be barred from using any part or portion of the Common Areas, if any and/or the Shared Common Facilities/Township Level Common Facilities for storing construction goods or materials at any time during the development of the Plot and/or construction of the structures thereon by the Sub-Lessee and to keep the Sub Lessor saved harmless and indemnified for all losses claims and demands which the Sub Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.

- 4.27 Not to use or allow the Plot or any construction thereon for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 4.28 Not to amalgamate the Plot or any part thereof with any other plot or plots of land without the prior written permission of the Sub Lessor.
- 4.29 Not to remove any earth from the Plot for any purpose other than for the purpose for which the Plot is Sub-leased, which earth should be used for refiling of trenches excavated for construction and not to cause any damage or depreciation to the Plot.
- 4.30 Not to bring in or store or allow to be brought in or stored in the Plot building constructed thereon or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Plot and/or the structures to be constructed thereon and not do or allow to be done on the building anything that may deteriorate the value of the building or the Plot or the Project or injure the same in anyway, except in accordance with law.
- 4.31 Not to allow the Plot and/or the building thereon or any construction thereon to be used in a manner which is not in conformity of any of the provisions of this Sub-Lease Deed.
- 4.32 Not to assign and/or transfer its right or interest in the Plot or any part thereof and the building to be constructed thereon (except by way of Sub-Lease, Sub-letting, or any other mode of transfer not amounting to a complete assignment of the Sub-Lessee's right, title and interest in the Plot and/or the building thereon) without previous approval in writing of the Sub Lessor and the Lessor. A transfer or assignment which is restricted hereby, shall also include transfer or assignment by way of amalgamation, re-construction or any other mode or manner by which the lease hold interest of the Sub Lessee is transferred to any other person, without the approval in writing of the Sub Lessor. Provided However, that the Sub Lessee shall have the right to mortgage or charge its lease hold interest in favour of Scheduled Banks/Financial Institutions. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Sub Lessee to the Sub Lessor.
- 4.33 Not to encroach or allow or suffer any encroachment to be made upon the adjoining

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roads or any portions of lands surrounding the Plot.

- 4.34 Not at any time during the term of the Sub-Lease, to open or work or dig any quarries for clay, gravel or sand, in upon or under the Plot and the Sub Lessee agrees that the Lessor has the right to all minerals in the Plot together with such rights of way and any other reasonable facilities as be requisite for mining, gathering and carrying away such minerals.
- 4.35 Not to make the Sub Lessor liable nor any liability be contracted in the name of the Sub Lessor for any obligation of the Sub Lessee in connection with the Plot /building thereon.
- 4.36 Not to keep or leave at any time during the term of the sub-lease the Plot and/or any building(s) erected thereon unused, unattended or locked for a period of more than 10(ten) months.
- 4.37 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the Plot/building thereon or for any other similar cause or nature, happening for reasons beyond the Sub Lessor's control.
- 4.38 Not to do or cause to be done in or upon the Plot or any part thereof or in the building(s) that may be erected thereon, any act, thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the Plot/building thereon or to the owners or occupiers of any portion of the Adjoining Property or neighbouring land or premises.
- 4.39 Not to expose the Sub Lessor, its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Sub Lessee as set out in the clause 4 hereof which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep the Sub Lessor, its officers and directors/employees always indemnified from all the aforesaid liabilities.
- 4.40 The engagement of a third party by the Sub-Lessee and the engagement of any independent consultant including, engineers and architects to assist the Sub-Lessee in connection with the performance of the Sub-Lessee's rights/duties shall in no way limit or relieve the Sub-Lessee of its obligations under this Deed.
- 4.41 At the expiry of the term hereby granted or sooner determination thereof, the Sub Lessee shall makeover vacant and peaceful possession of the Plot to the Sub Lessor together with all buildings and constructions erected thereon, free from all

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encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures existing at the time of expiry of lease or sooner determination thereof.

- 4.42 The Adjoining Property including the Retained Land is excluded from the scope, purview and ambit of these presents and shall continue to be held and possessed by the Sub-Lessor solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Sub-Lessor may deem fit and proper in its absolute discretion, and the Sub-Lessee shall neither have any share, right, title, interest of any manner whatsoever or howsoever therein nor have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto.
- 4.43 Both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single Master Plan and layout plan has been sanctioned for both the properties. Accordingly, the leasehold rights and interest of the Sub-Lessee shall at all times remain strictly restricted to the Sub-Lessee's allotted Plot only.

5. THE SUB LESSOR DOTH HEREBY COVENANTS WITH THE SUB LESSEE AS FOLLOWS:

- 5.1 The Sub Lessor hereby records and acknowledges the receipt of Rs. [•] (Rupees [•]) towards the Lease Premium/Total Price reserved herein.
- 5.2 The Sub Lessor has in itself good right and full authority to demise the Plot described in the Schedule A hereunder written in the manner aforesaid.
- 5.3 The Sub Lessee, paying the said rates and taxes, lease rent and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the Plot and the building to be constructed thereon during the term of the Sub lease to be created without any interruption, hindrance, disturbance or obstruction by the Sub Lessor or any person claiming through under or in trust for the Sub Lessor.
- 5.4 That the Sub Lessee shall, with the prior permission in writing from the Sub Lessor, be entitled to sub-let, sub-lease or otherwise deal with or dispose of plot, constructed spaces in the building(s) to be erected on the Plot not amounting to any assignment of entirety of Sub Lessee's interest in the Plot on terms and conditions not contrary to or inconsistent with the terms of these presents, **PROVIDED HOWEVER** that the Sub Lessee shall always keep the Sub Lessor saved, harmless and indemnified from and against any losses claims or demands which the Sub Lessor may suffer or be put to by reason of any such sub-letting or use.

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- 5.5 All amounts payable by the Sub-Lessee are meant for the Sub Lessor alone and the Lessor shall take no responsibility in this regard.
- 5.6 The Lessor shall not be liable in any way to the Sub-Lessee for entering into the agreement, for payment of money to the Sub Lessor or on any other head or account whatsoever.
- 5.7 Subject to the terms and conditions as laid down in the Head Lease, the Sub-Lessee shall not be entitled to any possessory right or to be given possession of the Common Areas and the Shared Common Facilities/Township Level Common Facilities or any part thereof. The Shared Common Facilities/ Township Level Common Facilities will be managed and maintained by the Sub-Lessor/Maintenance Company or the Notified Agency, as the case may be. The Sub Lessee would pay the applicable charges for maintenance of the Common Areas, if any and the Shared Common Facilities/ Township Level Common Facilities in the manner as may be advised by the Sub Lessor/Maintenance Company or the Notified Agency as the case may be. An advance on this account has been paid by the Sub Lessee as part of the Total Price/Lease Premium. However, if the advance on that account is exhausted/ utilized in maintaining the Common Areas and the Shared Common Facilities/Township Level Common Facilities, the Sub Lessee would pay the amount as billed to them on reasonable basis.
- 5.8 The terms and conditions stipulated in the Head Lease mutatis mutandis shall apply to the Sub-Lessee. All right, title and interest over the said Plot/building thereon shall after expiry or sooner determination of the Head Lease shall vest in the Lessor without any claim or demand for compensation or otherwise by the Sub Lessee.
- 5.9 The Sub Lessee agrees and undertakes that the Sub-lease in his favour shall be co-terminus with the Head Lease.
- 5.10 Any violation of the terms and conditions of the Head Lease by the Sub-Lessee will entitle termination of the Sub-Lease Deed in his favour.
- 5.11 The Sub-Lessee hereby indemnifies the Sub-Lessor in respect of any claim against the Sub-Lessor by any Statutory Authority or any other party with regard to the violation of the Head Lease.
- 5.12 The Sub-Lessee agrees and undertakes that all the payment obligations of the Sub-Lessee including the annual sub-lease rent, maintenance charges, taxes etc. shall not be denied, suspended and/or abated under any circumstances, including in case of occurrence of Force Majeure event unless it is in accordance with the provisions of Section 108 (B) (e) of the Transfer of Property Act, 1872.

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

6. THE PARTIES DO HEREBY COVENANT AMONG THEMSELVES AS FOLLOWS

- 6.1 That any relaxation and indulgence granted by the Sub Lessor to the Sub Lessee shall not in any way prejudice the rights of the Sub Lessor under the Deed of Sub-Lease.
- 6.2 It is hereby clarified that in view of the fact that there is a single sanctioned Master Plan which proposes the development of the Township comprising the Project along with several other phases, the competent authority under the Act, may issue a partial or temporary completion certificate or occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed as the "completion certificate" or the "occupancy certificate" for the Project in accordance with the Master Plan, as per the requirement of the various provisions of the Act.
- 6.3 That the failure of the Sub Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Sub-Lease or the rights and obligations of the parties hereto. The Sub-Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of sub lease executed by both parties hereto.
- 6.4 The Sub-Lessee shall be entitled to construct his/its building on the Plot thereon. The total FAR area of the building will not exceed [•] square metres which has been earmarked for the Plot by the Sub Lessor. The Sub Lessee would also not construct the

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

- 6.5 The Sub Lessee understands acknowledges and agrees that while plots up to 1000 square meters in area shall be provided with connections for storm-water from the Township bulk services, for larger plots (area greater than 1000 square metre) shall have to install rainwater harvesting pit in their respective plots. The balance runoff from driveways shall be taken for discharge on storm water drain of the Township.
- 6.6 The Sub Lessee, in addition to payment of the Maintenance Charges as specified in para [•] above shall also pay the Guarding Charges as described in para [•] below.
- 6.7 In case the Sub Lessee fails or neglects to take possession of his Plot as and when called upon by the Sub Lessor or where physical delivery has been withheld by the Sub Lessor on grounds stated elsewhere in this ASL/Deed the Sub Lessee will be liable to pay Guarding Charges @ Rs. 1000/- per cottah per month for his Plot from the date of notice for possession till the actual date on which the physical possession of the Plot is taken by the Sub Lessee.
- 6.8 The Common Areas, which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for common use and enjoyment by the Sub Lessee in common with the Sub Lessor (for the unallotted plots) all the other allottees/sub lessees/lawful occupants of other plots comprised in the Project, and are more fully and particularly described in **Part "A"** of **Schedule "C"**.
- 6.9 The allottees/sub lessees/lawful occupants of the Project shall be entitled to the irrevocable right to use the Shared Common Facilities/Township Level Common Facilities, which due to the scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees/sub lessees/lawful occupants of the Project in common with the Sub Lessor (for the unallotted or retained plots/apartments/units/spaces) and the allottees/sub lessees/lawful occupants of the others phases of the Township.
- 6.10 It is expressly clarified herein that the Sub Lessor shall be fully entitled to the irrevocable right of use in respect of the Shared Common Facilities/Township Level Common Facilities in common with the allottees/lawful occupants of the Project and the allottees/lawful occupants of all other remaining phases of the Township.

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- 6.11 The Sub-Lessee expressly understands that the Sub-Lessor may either develop by itself or cause the development of a Club on the Retained Land which shall at all times continue to be held and possessed by the Sub-Lessor solely, exclusively and absolutely subject to the terms of the Head Lease and shall not be integrated or combined with or form a part of any of the proposed phases to be developed by the Sub-Lessor within the Township.
- 6.12 The Sub-Lessee expressly agrees that the proposed Club may be developed or caused to be developed by the Sub-Lessor in such manner, with such facilities and within such period as the Sub-Lessor may deem fit and proper in its absolute discretion, to cater to not only the residents of the Township but also the people residing outside the township. The proposed Club, if developed, shall be operated and managed by the Sub-Lessor or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Sub-Lessor. The Sub-Lessee further understands and agrees that if such Club is developed and launched by the Sub-Lessor, the Sub-Lessee's membership to such Club shall be governed by the terms of a separate agreement entered by and between the Sub-Lessor or its nominated agency and the Sub-Lessee and shall be subject to the observance of such rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Sub-Lessor or its nominated agency may decide at its sole discretion from time to time. It is hereby clarified that such separate agreement for membership shall not be considered as a part of this Deed and/or Project in any manner whatsoever.
- 6.13 The Sub-Lessee expressly understands that while the Township shall be made accessible by the Sub-Lessor from the Township Existing Entry Point, the Sub-Lessor may also, at its sole discretion, explore avenues to arrange for Township Alternate Entry Point subject to the successful acquisition of rights of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard. The Sub-Lessee unequivocally agrees that nothing contained in this Deed shall be construed as a binding obligation on the part of the Sub-Lessor to develop of the Township Alternate Entry Point and the Sub-Lessee shall neither have any objection or protest with regard to the situation or timing of development thereof nor any claim or demand of any nature whatsoever with regard to the non-development of the same on any grounds whatsoever.
- 6.14 In relation to Clause 7 hereinbelow, the Sub-Lessee expressly understands agrees and acknowledges that since the Project comprises of developed plots instead of constructed apartments as leasable units, the liability of the Sub-Lessor in relation to the rectification of any structural defects for a period of 5 (five) years as mentioned in Clause 7 below, is wholly inapplicable and therefore excluded by necessary implication.

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- 6.15 The Sub-Lessee understands and agrees that the Sub-Lessor will provide pre-paid metered water supply for [•] use as per the water demand calculation of the respective plot, done by the Sub-Lessor and vetted by Kolkata Metropolitan Development Authority (**KMDA**) in accordance with the applicable laws. The amount of water estimated for the Plot is [•]. Any excess requirement of water must be arranged for by the Sub-Lessee. If the Sub-Lessee requires additional water supply in excess of the estimated demand mentioned above for its establishment, the Sub-Lessee must arrange for the additional water after taking necessary permissions from the relevant authorities.
- 6.16 The Sub-Lessee understands and agrees that the Township shall have two pipe systems for water supply, one pipeline for potable water and another pipeline for non-potable water. Water shall be supplied through two pre-paid metered ferrule connections, one for potable and another for non-potable water (However for the plots with area more than 1000 sqm only the potable water through pre-paid meters and ferrules will be supplied). In order to conserve the use of fresh water, the fresh water arranged by the Sub-Lessor shall be utilized by the Sub-Lessee only for the potable purposes of drinking, food preparation, bathing etc. whereas the recycled / treated waste water shall be used for non-potable purpose like flushing, car wash, street wash, gardening and other allied purposes.
- 6.17 The Sub-Lessee understands and agrees that plots comprised in the Project measuring more than 1000 square meters in land area shall mandatorily be required to make their own provision for localized / individual sewage treatment and recycling plant ("**STP**") within their allotted plot and shall aim for zero liquid discharge after meeting the effluent quality standard for treated sewage fit for discharge into a water body as mandated by National Green Tribunal and Central Pollution Control Board. As mentioned in sub-clause 6.16 above, the treated STP water shall be used for non-potable purpose like flushing, car wash, street wash, gardening and other allied purposes. Any excess treated effluent may be discharged into the designated drains of the Township. The Allottee is required to install an online monitoring system through which any third party or the Sub Lessor or the representative of the Sub Lessor can monitor the quality of water coming out of the STP to ensure that the said treated water meets the criteria for discharge in the water body as mentioned above. The sub-lessee understands and agrees that the storm water drainage system is designed to take only 25% of the treated sewage of the Plot which is equal to 25 percent of 80% of the calculated water demand of the Plot as detailed in para 6.15 above.
- 6.18 The Sub-Lessee understands and agrees that plots comprised in the Project measuring more than 1000 square meters in land area shall mandatorily be required to make their own provision for localized / individual localized rainwater harvesting pit within

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their allotted plot. The balance run-off water from driveways shall be taken for discharge on storm water drain of the Township.

- 6.19 The Sub-Lessee understands that for allottees/sub-lessees who require electrical power load of more than 125 KVA but less than 1500 KVA, the electricity distribution company, West Bengal State Electricity Distribution Company ("**WBSEDCL**") shall provide single point supply at 11 KVA whereas for allottees who require electrical power load of more than 1500 KVA, WBSEDCL shall provide a single point supply at 33KV. Such allottee/sub-lessee may then distribute the power from such single point as per the individual requirements of its transferees/licensees in accordance with the applicable laws, rules, regulations, circulars, guidelines and notifications. WBSEDCL shall charge any allottee/sub-lessee as per the consumption at single point supply end through HT Meter. The Sub-Lessee agrees to apply to WBSEDCL depending on its estimated power load requirement and the required connection will be provided by WBSEDCL directly. The cable laying will be done by the Sub-Lessee strictly through the electrical corridor created by the Sub-Lessor in the Township. The laying cost and the ancillary expenses, if any, from the 33KV or the 11 KV substation will be borne by the Sub-Lessee only.
- 6.20 The Sub-Lessee understands that in terms of Memo No. 822(23)-T&CP/C-2/IR-06/2016, issued by the Urban Development and Municipal Affairs, Government of West Bengal the sub-lessees of commercial, institutional or any other non-residential units having a plot area exceeding 5000 square meters shall have to ensure a separate solid waste management space within their allotted plot and such sub-lessees will be responsible for taking permission from relevant authorities on the solid waste disposal.
- 6.21 In addition, to whatever has been agreed in the clause [•] above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas and Shared Common Facilities/Township Level Common Facilities:
- (i) The Common Areas and the Shared Common Facilities/Township Level Common Facilities shall be handed over to the Notified Agency in terms of the Head Lease. However, it is hereby clarified that if no such Notified Agency is declared by the Lessor in terms of the Head Lease upon completion of the Project, the Sub Lessor shall be fully entitled to handover the Common Areas and Shared Common Facilities/ Township Level Common Facilities, as the case may be, to the competent authority as per the Act.
 - (ii) In the event the Notified Agency is not identified/declared/notified by the Lessor in terms of the Head Lease or any delay in the taking over of the Common Areas and/or the Shared Common Facilities/Township Level

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Common Facilities by the Notified Agency under the Head Lease or the competent authority under the Act for reasons not attributable to the Sub Lessor within the statutorily prescribed period or in terms of the Head Lease, then the Sub Lessor, in order to ensure the benefit of the Project and the allottees/sub lessees/lawful occupants, either on its own or through Maintenance Company shall continue to maintain and manage the Common Areas, if any and the Shared Common Facilities/Township Level Common Facilities at the costs and expenses of the allottees/sub lessees/lawful occupants but for a period not exceeding 3 (three) years from the date of completion of the Project in conformity with the provisions of the Act ("**Interim Maintenance Period**"). The Sub Lessee, will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period for the maintenance of both the Common Areas ("**Interim Maintenance Charges**") and the Shared Common Facilities/ Township Level common Facilities ("**Interim Shared Common Facilities Maintenance Charges**"), which amounts are separately included in the Total Price/Lease Premium and shall be collectively referred to as the "**Maintenance Charges**". The Interim Maintenance Charges and the Interim Shared Common Facilities Maintenance Charges is part of the Total Price/ Lease Premium. It is further clarified herein that, if required, a separate agreement/s will be entered into by and between the Parties containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas, if any, and/or the Shared Common Facilities/Township Level Common Facilities for any period beyond the Interim Maintenance Period, if applicable. Such agreement/s, if executed by the Parties herein in pursuance of the terms of this Deed, shall at all times be construed as an integral part of this Deed.

- (iii) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and the Shared Common Facilities/ Township Level Common Facilities shall during the Interim Maintenance Period, be framed by the Sub-Lessor/Maintenance Company with such restrictions and stipulations as may be necessary for proper upkeep, security, management, maintenance and general administration of the Project as well as the Township.
- (iv) The Sub Lessee has paid the Maintenance Charges as per the ASL. The Sub Lessor reserves the right to utilise such Maintenance Charges to adjust any recoverable dues from the Sub Lessee. The Maintenance Charges after adjustment/ recovery pf dues will be transferred/ handed over by the Sub Lessor (without interest) to the Notified Agency, at the time of handing over the management and maintenance of the Common Areas and the Shared Common Facilities/Township Level Common Facilities. The maintenance charges may be increased/ decreased by the Notified Agency at their sole

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discretion.

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

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

7. DEFECT LIABILITY:

It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Sub-Lessor as per the ASL relating to such development is brought to the notice of the Sub-Lessor within a period of 5 (five) years by the Sub Lessee from the date of handing over possession, it shall be the duty of the Sub-Lessor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Sub-Lessor's failure to rectify such defects within such, time, the aggrieved Sub Lessee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Sub-Lessor shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Sub-Lessee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Sub-Lessor.

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

8. POSSESSION:

At or before the execution of this Deed, the Sub Lessee herein confirms that he/it has independently satisfied itself about the right, title and interest of the Sub Lessor in the Plot, the Plans and the constructions, including the quality and specifications thereof, the area of the said Plot, the workmanship, the quality of materials used, the

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structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the plotted development, the Common Areas and the said Plot and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Plot has been handed over by the Sub Lessor to the Sub Lessee, which the Sub Lessee admits, acknowledges and accepts.

9. MISCELLANEOUS

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

SCHEDULE- "A"

[DESCRIPTION OF PLOT]

ALL THAT the Plot No. [•] measuring [•] Square Meter equivalent to [•] Cottahs, in the **Utsodhaara: Teesta UIF Plots Phase- I** as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project and butted and bounded as follows:

East: [•]

West: [•]

North: [•]

South: [•]

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SCHEDULE - 'B'

[PLAN OF THE PLOT]

Plot No. [•] is shown in 'RED' border on Plan - "B" annexed hereto also showing the dotted RED line for set -backs of the building to be constructed thereon.

SCHEDULE - 'C'

Part - "A"

[COMMON AREAS]

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

Part - "B"

[SHARED COMMON FACILITIES / TOWNSHIP LEVEL COMMON FACILITIES]

1. Arterial road(s) and driveways
2. Water supply network within the Township with borewell
3. Electric cable network within the Township with necessary substation
4. Storm water drainage network within the Township
5. Sewerage network within the Township
6. Street Lighting
7. Recreational areas (except plot GR-15 & the Club on plot no. UIF-5, being a part of the Retained Land)
8. Access Road from the Township boundary line to the Entry & Exit Gate of the Township as depicted in Plan -A hereto and therein marked in [•] colour

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

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

Samar Chandra



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

Samar Chandra

