

DEED OF SUB-LEASE

This Deed of Sub-Lease("DEED") executed on this ____ (Date) day of ____ (Month), 20____

BY AND BETWEEN

UTHSHAVDHARA DEVELOPERS PRIVATE LIMITED, (CIN No.U45309WB2022PTC250867), (**PAN AADCU0070E**), a company incorporated under the Companies Act, 2013, having its Registered Office at PCM Tower, Ground Floor, Sevoke Road, Post Office – Siliguri, Police Station – Bhaktinagar, District – Jalpaiguri, PIN – 734001, West Bengal, represented by its Authorized Signatory **Mr.** _____ (**PAN** – _____), (Aadhaar No. _____), (Mobile No. _____), Son of Mr. _____, residing at _____, Post Office – _____, Police Station – _____, District - _____, PIN - _____, West Bengal 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 _____, (PAN - _____), (Aadhaar No. _____), Son of _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____ duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee"/"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]

_____ (PAN - _____) a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, (PAN - _____), (Aadhaar No. _____), Son of _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____ duly authorized vide _____, hereinafter referred to as the "Allottee"/"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.

[OR]

[If the Sub Lessee is an Individual]

Mr./Ms. _____ (PAN - _____) (Adhaar No. _____) (Mobile No. _____) son/daughter _____, aged about _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____, hereinafter called the "Allottee"/ "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. _____ (PAN - _____) (Aadhaar No. _____) aged about _____, son of _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____, as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residence at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____ (PAN - _____) hereinafter referred to as the "Allottee"/ "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.

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

WHEREAS:

- (i) The Government of West Bengal 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, situated at Mouza – Dabgram, J.L. No.2, Block – Rajganj, Police Station – New Jalpaiguri (formerly Bhaktinagar), Post Office – Satellite Township, District – Jalpaiguri, PIN – 734015, West Bengal (hereinafter referred to as the Total Land);
- (ii) Bids were invited by the Department of Urban Development, Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) for development of a theme based township

on the aforesaid plot of land by way of a Request for Proposal (RFP) vide RFP No.2946/HIDCO/Plng/656(A)/2015 dated 17.08.2017. The theme for the proposed township has been designated as "Health and Knowledge" with a focus on "provision for senior citizens". The proposed township shall be known as 'Utsodhaara: Teesta Township' (Township);

- (iii) Pursuant to the terms and conditions of the RFP, one Ambuja Housing & Urban Infrastructure Company Limited (AHUICL), having its registered office at 'Ecospace Business Park', Block-4B, 6th Floor, Premises No.-IIF/11, Action Area-III-A, P.O. New Town, P.S. New Town, Kolkata – 700160 (AHUICL) was identified as the 'Selected Bidder' and a Letter of Intent (LOI) dated 04.05.2018 was issued in its favour by WBHIDCO;
- (iv) In terms of the RFP, AHUICL nominated Ambuja Neotia Teesta Development Private Limited (ANTDPL) and requested the Government of West Bengal through WBHIDCO to accept ANDTDL, 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 Government of West Bengal 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 24.06.2020, registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I, Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 190101800 for the year 2020, the Government of West Bengal has granted a lease of the Total Land (**Parent 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL) for the purpose of development of the Township for the consideration and on the terms and conditions as mentioned therein;
- (vi) In accordance with Section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008, Ambuja Neotia Teesta Development Private Limited (ANTDPL) applied to the Siliguri Jalpaiguri Development Authority (SJDA), a Development Authority under the West Bengal Town and Country (Planning and Development) Act, 1979 for permission to develop the Township on the Total Land;
- (vii) The Township shall be developed in different phases and the phasing has been planned by the Ambuja Neotia Teesta Development Private Limited (ANTDPL) 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 West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 and Township Policy framed under the West Bengal Town and Country (Planning and

Development) Act, 1979 along with other applicable laws. Accordingly, a comprehensive project report in respect of the proposed development of the Township (Detailed Project Report) and a comprehensive development plan highlighting the different development zones of the proposed Township (Master Plan) for the Township were submitted with the SJDA for its approval;

- (viii) By a Memo No. 1276/III/Plg/854/14/P-I/SJDA dated 07.10.2020, SJDA granted Ambuja Neotia Teesta Development Private Limited (ANTDPL) its permission and issued the Land Use Compatibility Certificate (LUCC) to develop the Township in accordance with the Master Plan and Detailed Project Report submitted to them for the scheme of development of the Township (First Approved Master Plan);
- (ix) By another Memo No. 1900//11/Plg/854/14/P-II dated 29.01.2021, SJDA permitted revision of the earlier land demarcation plan, subject to the conditions as mentioned in the LUCC mentioned above;
- (x) Subsequently, by Memo No. 1248/II/Plg/854/14/Pt-II/SJDA dated 20.07.2021 and Memo No. 1422/III/Pig/854/14/P-II/SJDA dated 11.08.2021, SJDA revised further the land demarcation plan subject to the conditions as mentioned in the LUCC (Second Approved Master Plan). Vide the Second Approved Master Plan certain changes were made in the lay out plan of the Township *inter-alia* earmarking and identifying a cluster of 16 (sixteen) plots in the UIF Zone Land for their development in the Township.
- (xi) The Approved Master Plans which include the layout plan of the Township has been designed to create various zones with specific objectives and use in line with the theme of the Township and to cater to different needs of the community residing in the Township. The various zones of the Township are described in the Approved Master Plans;
- (xii) Ambuja Neotia Teesta Development Private Limited (ANTDPL) proposes to retain the leasehold rights and interest in 1.511 Acres of land out of the Total Land (Retained Land depicted in Approved Master Plans) and leased by the Lessor under the Head Lease comprising Plot No. "UIF-5" admeasuring 0.741 Acre within the zone earmarked for development of Urban Infrastructural Facilities (UIF) along with green area designated as "GR-15" admeasuring 0.77 Acre within the zone earmarked for development of Urban Infrastructural Amenities (UIA);
- (xiii) Ambuja Neotia Teesta Development Private Limited (ANTDPL) 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL) 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL);

- (xiv) The Township shall be made accessible by Ambuja Neotia Teesta Development Private Limited (ANTDPL) from the Naukaghata Road at Naukaghata crossing through an entry point (Township Existing Entry Point as depicted in Approved Master Plans). Ambuja Neotia Teesta Development Private Limited (ANTDPL) may also, at its sole discretion, explore avenues to arrange for an additional entry point to the Township from the Asian Highway "AH-02" through a small stretch of land which is presently owned by the SJDA ("Township Alternate Entry Point" as depicted in Approved Master Plans), subject to the acquisition of right in respect of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard;
- (xv) As per the Approved Master Plans, the total land area earmarked/reserved for construction/development of the UIF Zone, (being one of the several zones proposed to be developed in the Township as per the Approved Master Plans) is 20.296 Acres. This is approximately 25% (Twenty Five percent) of the Total Land and depicted in Approved Master Plans (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 West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 by the Allottees/ Sub-Lessees;
- (xvi) The UIF Zone Land shall be developed by Ambuja Neotia Teesta Development Private Limited in a phase-wise manner and each plot within the Plotted UIF Land Clusters shall be Sub-leased by Ambuja Neotia Teesta Development Private Limited 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, Approved Master Plans as well as the provisions of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 and Township Policy framed under the West Bengal Town and Country (Planning and Development) Act, 1979 along with other applicable laws.
- (xvii) Out of the UIF Zone Land, a clearly demarcated land area of 4.510 Acres ("Project Land" as depicted in Approved Master Plans) has been identified by Ambuja Neotia Teesta Development Private Limited as Plotted UIF Land Cluster for the purpose of developing the same as a real estate project comprising 3

(Three) clearly demarcated developed plots of land of different shapes and sizes, having an aggregate land area of 4.510 Acres, and christened as "Utsodhaara: Teesta Township UIF Plots Phase-II" (Project).

- (xviii) 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 Ambuja Neotia Teesta Development Private Limited solely exclusively and absolutely with right to use, enjoy and develop as Ambuja Neotia Teesta Development Private Limited may deem fit and proper in its absolute discretion, and the Sub-Lessee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same. It is expressly agreed understood and clarified that both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that the Approved Master Plans and layout plan has been sanctioned for both the properties. Accordingly, the lease hold rights of the Allottees/ Sub-Lessee of plots etc., in or on the land shall remain restricted to their respective plots only.
- (xix) Ambuja Neotia Teesta Development Private Limited (ANTDPL) has obtained the final layout plan for the Project (which is comprised in the integrated development plan under the sanctioned Approved Master Plans of the Township) from SJDA. Ambuja Neotia Teesta Development Private Limited (ANTDPL) has agrees and undertakes that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- (xx) 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.
- (xxi) The Sub-Lessor herein had applied for the sub-lease of a plot in the Project, vide Application No. PLOT/TEESTA/C-UIF PH-II/21-22//4/3 dated 19.03.2022 and has been allotted the Plot bearing No. UIF-4/3 measuring 5835.25 sq. mtrs (equivalent to 87.24 Katha) more or less, appertaining to and forming part of R.S. Plot Nos.49, 50 & 137, comprised in part of L.R. Plot Nos.35, 23, 38, 71, 77 & 78, recorded in R.S. Khatian No.1831, corresponding to L.R. Khatian Nos. 6, 7 & 420, situated within Mouza – Dabgram, R.S. Sheet No.16 corresponding to L.R. Sheet Nos. 191, 192 & 193, J.L. No.2, under Block – Rajganj, Post Office – Satellite Township, Police Station – New Jalpaiguri (formerly Bhaktinagar) District – Jalpaiguri, PIN – 734015, West Bengal for construction of independent building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities thereon at the Sub-Lessor's own cost and expenses (hereinafter referred to as the "**Plot**",

more particularly described in Schedule - "A" 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL) in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "Common Areas, Facilities & Amenities", and more particularly described in Schedule herein below).

- (xxii) By an Agreement for Sub-lease dated 10.06.2022 (ASL) executed between Ambuja Neotia Teesta Development Private Limited (ANTDPL) and the Sub-Lessor herein and registered at the office of the A.D.S.R. Bhaktinagar and recorded in Book No. I, Volume No. 0711-2022, Pages 144967 to 145021, Being No. 071105836 for the year 2022 whereby Ambuja Neotia Teesta Development Private Limited (ANTDPL) agreed to transfer and the Sub-Lessor agreed to take on sub-lease the said Plot subject to the terms and conditions contained in the said ASL and allotment letter.
- (xxiii) Subsequently, after receipt of premium rent in full as per ASL, Ambuja Neotia Teesta Development Private Limited (ANTDPL) has executed a Deed of Sub-Lease in favour of the Sub-Lessor herein and the same was registered at the office of the A.D.S.R. Bhaktinagar and recorded in Book No. I, Volume No.0711-2025, Pages from 19915 to 19952, being No.071100617 for the year 2025, Ambuja Neotia Teesta Development Private Limited (ANTDPL) has granted a sub-lease of a Plot of Land for a period of 99 (ninety nine) years from the date of this indenture and handed over the vacant and peaceful possession of the plot of land measuring 5835.25 sq. mtrs (equivalent to 87.24 Katha) for the purpose of development and thereafter being in such possession the Sub-Lessor herein had mutated its name in respect to its leasehold right in the Record-of-Rights and thereafter three separate khatians were opened in its name being L.R. Khatian Nos. 7, 18 & 942.
- (xxiv) Being in such possession the Sub-Lessor has prepared a building plan for construction a Basement + Ground + VI Storied Commercial Building upon the said Plot bearing No. UIF-4/3 measuring 5835.25 sq. mtrs (equivalent to 87.24 Katha) more or less, appertaining to and forming part of R.S. Plot Nos.49, 50 & 137, comprised in part of L.R. Plot Nos.35, 23, 38, 71, 77 & 78, recorded in R.S. Khatian No.1831, corresponding to L.R. Khatian Nos. 6, 7 & 420, situated within Mouza – Dabgram, R.S. Sheet No.16 corresponding to L.R. Sheet Nos. 191, 192 & 193, J.L. No.2, under Block – Rajganj, Post Office – Satellite Township, Police Station – New Jalpaiguri (formerly Bhaktinagar) District – Jalpaiguri, PIN – 734015, West Bengal and the said plan was approved from SJDA vide Order No. 0840/SJDA dated 24.06.2025 and the said project is known as '**RIGHT ANGLE**'.

- (xxv) The Sub-Lessor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No. _____; on _____.
- (xxvi) The Sub-Lessee had applied for the sub-lease of a commercial space in the Project, vide Application No. _____ dated _____ and has been allotted the said commercial space bearing No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet) located on _____ Floor in Wing/Block No. _____ within the Project '**RIGHT ANGLE**' together with the pro rata undivided, impartible and variable share in the common areas as morefully described in the Schedule herein below.
- (xxvii) By an Agreement for Sub-Lease (ASL) dated _____ executed between the Sub-Lessor and the Sub-Lessee and registered at the office of the A.D.S.R. Bhaktinagar and the same is recorded in Book No. I, Volume No._____, Pages from _____ to _____, Being No._____ for the year _____ whereby the Sub-Lessor agreed to transfer the aforesaid commercial space and the Sub-Lessee agreed to take on sub-lease the said commercial space 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.
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- (xxviii) 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.
- (xxix) The Sub-Lessor since has completed construction of the said commercial multi storied building and pursuant to the approved building plan issued by the SDJA.
- (xxx) 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 plan, layout plan along with specifications approved by the competent authority and agrees and covenants not to raise any objection with regard thereto.
- (xxxi) 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 commercial space together with the pro rata undivided, impartible and variable share in the common areas as morefully described in the Schedule herein below upon the terms and conditions recorded herein.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. TRANSFER & RIGHT TO USE:

- 1.1 Pursuant to the Sub-Lease being No.071100617 for the year 2025, 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 commercial space bearing No. ____ having carpet area of ____ Square Meter (equivalent to ____ Square Feet) located on ____ Floor in Wing/Block No. ____ within the Project '**RIGHT ANGLE**' morefully described in the Schedule herein below hereto together with the pro rata undivided, impartible and variable share in the common areas, installations and facilities of the Project in common with the remaining Sub-Lessee(s) of the Project along with all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the commercial space and every part thereof on the terms, conditions and covenants hereinafter mentioned for a term of 99 (ninety nine) years commencing from the date of signing of this Deed YIELDING AND PAYING therefore 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 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 commercial space 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 commercial space from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the commercial space and proportionately with respect to the Project.
- 1.2 Subject to the Sub-Lease being No.071100617 for the year 2025, 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:

The Sub-Lessee has paid the Total Price/ Lease premium of Rs._____/-(Rupees _____) only (Lease Premium) to the Sub-Lessor before the execution of this Deed.

3. MAINTENANCE OF THE COMMERCIAL COMPLEX/PROJECT:

In terms of the stipulations contained in the ASL, 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. 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 Sub-Lessor in terms of the ASL 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.

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 Sub-Lease being No.071100617 for the year 2025 to the extent and so far as they are applicable to the project 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 pay applicable taxes (or any tax in lieu thereof) on the Lease Rent and Lease Premium, (if applicable).
- 4.3 Not to cause nuisance or annoyance to the adjoining Sub-Lessee(s) and occupants.
- 4.4 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 Sub-Lease being No.071100617 for the year 2025 or of these presents.

- 4.5 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 commercial space after the delivery of the possession of the commercial space to the Sub-Lessee, in accordance with the provisions of relevant laws.
- 4.6 To obtain at his/her/its own cost all permissions and licenses/ approvals from Governmental Authorities and other statutory bodies which may be necessary for his/her/its business purpose.
- 4.7 To keep the commercial space/ building in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the project at any time.
- 4.8 To allow any person authorized by the Sub-Lessor or the Maintenance Company or the Notified Agency, to inspect, repair and clean or to do any other works in connection therewith, within the building without any obstruction or hindrance by the Sub-Lessee or by any of his/her/its men and agents.
- 4.9 To make regular payments for common services and/or utilities of the building and to keep the Sub-Lessor saved harmless and indemnified in this regard.
- 4.10 Not to use or allow the commercial space for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 4.11 Not to amalgamate the commercial space or any part thereof with any other unit or units of building without the prior written permission of the Sub-Lessor.
- 4.12 Not to bring in or store or allow to be brought in or store any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the said commercial space and/or the structure and not to do or allow to be done on the building anything that may deteriorate the value of the building or the Project or injure the same in anyway, except in accordance with law.
- 4.13 Not to assign and/or transfer his/her/its right or interest in the said commercial space or any part thereof (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 said commercial space) without previous approval in writing of Ambuja Neotia Teesta Development Private Limited (ANTDPL) and Government of West Bengal. 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL). Provided however, that the Sub-Lessee shall have the right to mortgage or charge his/her/its leasehold 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL).

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 _____) only towards the Lease Premium/Total Price reserved herein.
- 5.2 The Sub-Lessor has in itself good right and full authority to demise the property described in the Schedule – B 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 his/her/its part to be paid performed and observed, shall hold and enjoy the commercial space 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 Subject to the terms and conditions as laid down in the Sub Lease Deed being No.071100617 for the year 2025, 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 or any part thereof. The Shared 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 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, the Sub-Lessee would pay the amount as billed to them on reasonable basis.

- 5.5 The terms and conditions stipulated in the Parent Lease mutatis mutandis shall apply to the Sub-Lessee. All right, title and interest over the said commercial space shall after expiry or sooner determination of the Head Lease shall vest in Government of West Bengal without any claim or demand for compensation or otherwise by the Sub-Lessee.
- 5.6 Any violation of the terms and conditions of the Parent Lease by the Sub-Lessee will entitle termination of the Sub-Lease Deed in his/her/its favour.
- 5.7 The Sub-Lessee agrees and undertakes that all the payment obligations of the Sub-Lessee including the annual sub-lease rent, maintenance charges, taxes etc. shall not be denied, suspended and/or abated under any circumstances, including in case of occurrence of Force Majeure event unless it is in accordance with the provisions of Section 108 (B) (e) of the Transfer of Property Act, 1872.
- 5.8 The Sub-Lessee shall be entitled to create a Security Interest in respect of his/her/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. The Sub-Lessee can mortgage the leasehold interest only upon the said commercial space (save and except the proportionate leasehold share upon the land). Apart from confirming to such lending institutions that the Sub-Lessee would have such right to create a security interest in respect of his/her/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 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 Ambuja Neotia Teesta Development Private Limited (ANTDPL).

6. 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. POSSESSION:

At or before the execution of this Deed, the Sub-Lessee herein confirms that he/she/it has independently satisfied himself/herself/itself about the right, title and interest of the Sub-Lessor in the project, the Plans and the constructions, including the quality and specifications thereof, the area of the said commercial space, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the multi storied building, the Common Areas 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 said commercial space has been handed over by the Sub-Lessor to the Sub-Lessee, which the Sub-Lessee admits acknowledges and accepts.

8. MISCELLANEOUS:

- 8.1 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.
- 8.2 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 to the Notified Agency or the competent authority under the Act, as may be applicable.
- 8.3 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

[Project Land]

ALL THAT the Plot bearing No. UIF-4/3 measuring 5835.25 Square Meter equivalent to 87.24 Cottahs, more or less, situated in R.S. Dag Nos. 49(P), 50(P) & 137(P) of RS Sheet Number 16 (corresponding to L.R. Dag Nos. 35(P), 23(P), 38(P), 71(P), 77(P) & 78(P) of LR Sheet Number 191, 192 & 193), R.S. Khatian No. 1831 (corresponding to L.R. Khatian No.7, 18, 942) (contained in several dag nos, more particularly articulated in the chart below), at Mouza Dabgram, J.L. No. 2, Block Rajganj, New Jalpaiguri, Police Station New Jalpaiguri (formerly Bhaktinagar), Post Office Satellite Township, District Jalpaiguri, PIN-734015, West Bengal, in the Utsodhaara: Teesta UIF Plots Phase II for construction of independent building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant

urban infrastructural facilities thereon as 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:

RS Sheet No.	RS Khatian No.	RS Plot No.	Area (Sq. Mtr.)	Area (Katha)
16	1831	49(P)	2927.65	43.77
		50(P)	1476.08	22.07
		137(P)	1431.52	21.40
TOTAL			5835.25	87.24

LR Sheet No.	LR Khatian No.	LR Plot No.	Area (Sq. Mtr.)	Area (Katha)
191	7	35(P)	2614.03	39.08
192	18	23(P)	181.46	2.71
192	18	38(P)	1113.01	16.64
193	942	71(P)	1258.14	18.81
193	942	77(P)	668.22	9.99
193	942	78(P)	0.39	0.01
TOTAL			5835.25	87.24

The aforesaid plot of land is butted and bounded as follows:

North: 10 M Road Service Road;

South: GR-15;

East: 24 M Row;

West: Plot No. UIF – 4/2.

SCHEDULE – B

[DESCRIPTION OF COMMERCIAL SPACE/ UNIT]

All that One Commercial Space, being Commercial Space No. _____, measuring Sq. Ft. (Super Built up Area), _____ Sq. Ft. (Built-up Area) & _____ Sq. Ft. (RERA Carpet Area) situated at the _____ Floor of the complex named **“Right Angle”** together with undivided Sub-Lease right upon land measuring 87.24 Katha equivalent to 5835.25 Sq. Mtrs., appertaining to and forming part of R.S. Plot Nos. 49, 50 & 137, comprised in L.R. Plot Nos. 23, 35, 38, 71, 77 & 78, recorded in R.S. Khatian No. 1831, corresponding to L.R. Khatian Nos. 7, 18 & 942, under Mouza – Dabgram, Sheet No.16 (RS) 191, 192 & 193 (LR), J.L. No. 02, located within the limits of Fulbari – I Gram Panchayat, under Police Station – New Jalpaiguri, in the District of Jalpaiguri for the remaining un-expired period of the Sub Lease of 99 years granted under the head lease.

SCHEDULE – C
[COMMON AREA, FACILITIES & AMENITIES]

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. Lifts/Elevators and Escalators
8. Recreational areas
9. Access Road from the Township Boundary Line to the Entry & Exit Gate of the Township
10. Plot demarcation
11. Water supply connection up to the plot
12. Storm water connection from the plot
13. Connection to discharge excess treated sewage into the designated drains of the Township
14. Water supply line Inside the Project which is part of the Township water supply network
15. Storm water drainage route inside the Project which is part of the Township storm water drainage network
16. Street-lights
17. Drainage for discharge of treated excess sewage which is part of the Township sewerage network

SCHEDULE – D
[COMMON EXPENSES]

1.	Association	:	Establishment and all other operational expenses of the Association.
2.	Utilities	:	All charges and deposits for supplies of common utilities.
3.	Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment.
4.	Fire fighting	:	Costs of operating the fire-fighting equipments and personnel (if any).
5.	Maintenance	:	All costs for maintaining, operating, repairing, re-constructing, lighting and renovating the common portions, including the exterior or interior walls of the building.
6.	Operational	:	All expenses for running and operating all machinery, equipments and installations comprised in the Common portions, including lifts, pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the Common Portions.
7.	Rates and taxes	:	Municipal / Panchayat Tax and Other levies in respect of the Building Save those separately assessed on the Sub-Lessee(s).
8.	Reserves	:	Creation of fund for replacement, renovation and other period expenses.
9.	Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
10.	Common Amenities & Facilities	:	Costs for operating and maintaining all common amenities and facilities at “Right Angle” .

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

SIGNED AND DELIVERED BY THE WITHIN NAMED SUB LESSEE/S:

SIGNED AND DELIVERED BY THE WITHIN NAMED SUB LESSOR:

WITNESSES:

1) Signature _____

2) Signature _____

Name _____

Name _____

Address _____

Address _____
