

## DRAFT DEED OF SUB LEASE

**THIS DEED OF SUB LEASE** is made on this [•] day of [•], 2026 at Kolkata (“**Deed**”)

### BETWEEN

**DEVELOPMENT CONSULTANTS PRIVATE LIMITED (CIN: U45201WB1970PTC027727, PAN: AAACD8900F)**, a company within the meaning of the Companies Act, 2013, having its registered office at 24 Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Pin 700016, represented by its authorised signatory [•] (Aadhaar No :[•], PAN: [•]), son of [•], by faith [•], by occupation [•], by nationality Indian, residing at [•], Post Office [•], Police Station [•], Pin [•], duly authorised by Board Resolution dated [•], hereinafter referred to as “**Sub Lessor**” (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successor(s)-in-interest and/or permitted assign(s)) of the **FIRST PART**;

### AND

**PS GROUP REALTY PRIVATE LIMITED (CIN: U65922WB1988PTC044915, PAN: AABCP5390E)**, a company within the meaning of the Companies Act, 2013, having its registered office at 1002, E.M. Bypass, Front Block, Kolkata, Post Office Dhapa, Police Station Pragati Maidan, Pin 700105, represented by its authorised signatory, [•] (Aadhaar No.: [•], PAN: [•]), son of [•], by faith [•], by occupation [•], by nationality Indian, residing at [•], Post Office [•], Police Station [•], Pin [•], duly authorised by the Board Resolution dated [•], hereinafter referred to as the “**Developer**” (which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-interest, nominees and/ or assigns) of the **SECOND PART**;

### AND

*[If the Sub Lessee is a company]*

[•] (PAN: [•], CIN: [•]), a company incorporated within the meaning of the Companies Act, 2013, having its registered office at [•], P.S. [•] and P.O. [•], Kolkata [•] duly represented by its authorized signatory [•] (PAN: [•], Aadhaar No.: [•]), son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**Sub Lessee**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/ or permitted assigns) of the **THIRD PART**

*[OR]*

*[If the Sub Lessee is a Partnership Firm]*

[●] (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 [●], P.S. [●], P.O. [●], Pin [●], 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’ respective heirs, executors, administrators, legal representatives, successors and/ or permitted assigns) of the **THIRD PART**

[OR]

*[If the Sub Lessee is a Limited Liability Partnership]*

[●] (PAN: [●], LLPIN: [●]), a limited liability partnership registered under the Limited Liability Partnership Act, 2008, and having its principal place of business at [●], represented by its authorized partner, [●], (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the “**Sub Lessee**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/ or permitted assigns) of the **THIRD PART**

[OR]

*[If the Sub Lessee is an Individual]*

[●] (PAN: [●], Aadhaar No.: [●]) son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the “**Sub Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and/ or permitted assigns) of the **THIRD PART**.

The Sub Lessor, the Developer and the Sub Lessee shall be individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

#### **WHEREAS:**

- A. By way of a Deed of Lease dated 10 April 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 6, Pages 4675 to 4687, being Deed No. 5967 for the year 2008 (“**Deed of Lease**”), the Governor of the State of West Bengal through the Urban Development Department (now the Department of Urban Development & Municipal Affairs) (“**GoWB**”) granted the leasehold right and interest in respect of **ALL THAT** piece and parcel of land admeasuring 243.625 (two hundred forty three point six two five) cottahs, equivalent to 4.02 acres (four point zero two) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Bidhannagar, District North 24 Parganas, morefully described in **Schedule A** hereunder written and the plan of the land is annexed hereto and marked as **Annexure A** (“**Subject Land**”), in favour of the Sub Lessor i.e., Development Consultants Private Limited, for a period of 999 (nine hundred ninety nine) years for the purpose of setting up houses and buildings thereon to be used as a ‘Trade Centre’, for international trade/ commerce and related activities subject to the terms and conditions mentioned therein (“**Principal Lease**”).

- B. The Sub Lessor has obtained a single integrated sanction plan dated [•] ("**Plan**") granted by the Nabadiganta Industrial Township Authority, to develop the Subject Land including the Project (as defined hereinafter). For the purposes of the Project, the term Plan shall include all amendments/modifications/renewals/revalidation thereto.
- C. Thereafter, the Sub Lessor and the Developer have entered into a Joint Development Agreement dated [•], registered in the Office of the [•], Kolkata, recorded in Book No. [•], being No. [•] for the year [•] ("**JDA**") for *inter alia* development of the Project (as defined hereinafter) and sharing of the transferrable areas in the Project between the Sub-Lessor and the Developer in the manner more particularly set out therein. Pursuant thereto, the Sub Lessor has executed a Power of Attorney dated [•], registered in the Office of the [•], recorded in Book No. I, Volume No. [•], Pages [•] to [•], being No. [•] for the year [•] ("**POA**") in favour of the Developer.
- D. Subsequently, in terms of the JDA, the Sub Lessor and the Developer have entered into a Share Allocation Agreement dated [•] delineating the respective allocation of the Sub-Lessor and the Developer.
- E. Out of the Subject Land, undivided land admeasuring 163 (one hundred and sixty three) cottahs, equivalent to 2.69 acres (two point six nine) acres, comprised in and being a portion of Plot No. E-1 in Block EP and GP, Sector V, Bidhannagar, District North 24 Parganas, morefully described in **Schedule A1** hereunder written and the plan of the land is annexed hereto and marked as **Annexure A1 ("Project Land")**, is earmarked for the purpose of commerce and trade related activities comprising mixed use buildings having: (a) 2 (two) office building blocks namely Block A ("**Block A**") and Block B ("**Block B**") for office purposes; and (b) a podium building primarily intended for vehicle parking and circulation areas ("**Podium Building**"), together with the necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the use and enjoyment in common by the Developer and the Sub Lessee(s) of the office units in Block A and Block B, to be called as 'Harbour One' ("**Project**"). The basement, ground floor, roof and the constructed space/unit on the roof of the Podium Building shall be exclusively reserved by the Developer. The basement and the ground floor of the Podium Building shall be reserved by the Developer for the use of the allottee/occupier/tenants/visitors of the retail block constructed by the Developer on the balance portion of the Subject Land ("**Retail Block**") and the Sub Lessee shall not have any right or interest in or over such reserved floors except such limited access rights as may be required for ingress, egress, circulation and operation of the Project. Further, certain infrastructural facilities, accessways, driveways, ramps, utility corridors, services, installations and other identified amenities situated within the Project Land and/or the balance land comprising the Retail Block may be designated by the Developer for shared use and enjoyment between the Project and the Retail Block (collectively, "**Shared Common Areas and Facilities**"), more fully described in **Part IV/V of Schedule B**. The Developer shall have the right to regulate, modify, allocate and manage the use of such Shared Common Areas and

Facilities in such manner as may be necessary for the efficient functioning, access and operation of both the Project and the Retail Block.

- F. The Sub Lessor and the Developer have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) with the Real Estate Regulatory Authority at Kolkata on [•], bearing registration No. [•].
- G. The Sub Lessee had applied for obtaining sub-lease of a commercial unit in the Project for the unexpired term of the Principal Lease *vide* application no. [•] dated [•] and has been allotted commercial unit no. [•], having Carpet Area of [•] square feet, on [•] floor of the Block A/ Block B, along with the exclusive open terrace attached to the Office of [•] square feet, if applicable, more fully described in **Schedule C** hereunder written (“**Office**”), together with the [•] number of mechanical/covered parking space in the Podium Building more fully described in **Part III of Schedule B** (“**Car Parking Space**”), if any, as permissible under the applicable law, lying and situated in the Project Land and forming part of the Developer’s allocation, together with the pro rata, undivided, impartible and variable right to use: (a) common areas exclusively reserved for the allottees of Block A/Block B, as more fully described in **Part I/Part II (as the case may be)**; (b) Shared Common Areas and Facilities designated by the Developer for shared use between the Project and the Retail Block (collectively, “**Common Areas**”) more particularly described in **Schedule B** hereunder written (collectively “**Unit**”) and the floor plan of the Office is annexed hereto and marked as **Annexure B**.
- H. Subsequently, by way of an Agreement for Sub Lease dated [•] registered with the Office of the [•] in Book No. I, Volume No. [•], Pages from [•] to [•], being No. [•] for the year [•], the Sub Lessor has agreed to grant sub-leasehold right and interest in respect of the Office to the Sub Lessee and the Sub Lessee agreed to acquire the Office on a sub leasehold basis from the date of execution of this Deed, for the unexpired period of the Principal Lease, for the Total Price (as defined hereinafter) as agreed thereunder and on the terms and conditions mentioned therein (“**Agreement for Sub Lease**”).
- I. Accordingly, the Sub Lessor has completed the construction of the Project on the Project Land in accordance with the Plan and has obtained a Completion Certificate being No. [•] dated [•] (“**Completion Certificate**”).
- J. The Office is complete in all respects to the full and final satisfaction of the Sub Lessee, and the Sub Lessor issued a possession notice dated [•] inviting the Sub Lessee to take possession of the Office and execute and register the Deed of Sub Lease in relation to the Office.
- K. Subsequently, the Sub Lessee upon the full and final payment of the Total Price, Extras and Deposits and GST as stipulated in the Agreement of Sub Lease, has now requested the Sub Lessor to execute and register a Deed of Sub Lease in respect of the Office in favour of the Sub Lessee.

- L. At or before the execution hereof, the Sub Lessee has fully satisfied himself/herself/itself and accepts, acknowledges and confirms:
- i. The leasehold right and interest of the Sub Lessor in respect of the Project Land and the rights of the Developer to develop and deal with the Project on the Project Land;
  - ii. The nature, state, condition and measurement of the Project Land and the Project and the manner in which the same is/ are presently intended to be used;
  - iii. The proposed location and layout plan of the Office;
  - iv. The total area comprised in the Office;
  - v. The specifications of construction ("**Specifications**"), more fully described in **Schedule E** below, as also the measurements, dimensions, designs and drawings of the Office;
  - vi. The common areas exclusively reserved for the allottees of Block A/Block B and the Shared Common Areas and Facilities for shared use between the allottees of Block A/Block B and the allottees/occupants/tenants of the Retail Block which are intended to form a part of the Project;
  - vii. The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Sub Lessee as also the several obligations to be performed and fulfilled by the Sub Lessee, each to the satisfaction of the Sub Lessor;
  - viii. The workmanship and quality of construction of the Office and the Project, including but not limited to the structural stability of the same; and
  - ix. The Completion Certificate issued by the concerned authority.
- M. The Sub Lessee has conducted necessary due diligence with respect to the Office, Project Land and the Project and after fully satisfying himself/herself/itself about the leasehold right and interest of the Sub Lessor to the Project Land, Office and the Project, 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 and agrees and covenants not to raise any objection thereto in connection with the same.
- N. The Parties are now entering into this Deed to record the terms and conditions of the grant of sub-leasehold right and interest in respect of the Office by the Sub Lessor, in favour of the Sub Lessee, for the unexpired period of the Principal Lease, free from all sorts of encumbrances.

**NOW THIS DEED OF SUB LEASE HEREBY WITNESSETH AS FOLLOWS:**

## 1. GRANT OF SUB LEASE

- (i) In the premises herein contained and in consideration of a total sum of INR [•] (Indian Rupees [•]) only (“**Total Price**”) by the Sub Lessee to the Developer prior to the execution and registration of this Deed (the receipt of which sum the Sub Lessor does hereby as well as in the Memo of Consideration appearing hereinafter acknowledge as the full and final consideration), the Sub Lessor does hereby, grant, and assure free from all encumbrances **UNTO AND IN FAVOUR** of the Sub Lessee, the sub leasehold right and interest in respect of the Office having commercial unit no. [•], having Carpet Area of [•] square feet, on [•] floor of the Block A/ Block B, along with the exclusive open terrace attached to the Office of [•] square feet, if applicable, more fully described in **Schedule C hereunder written**, together with the Car Parking Space i.e., [•] number of mechanical/covered parking space in the Podium Building more fully described in **Part III of Schedule B**, if any, as permissible under the applicable law, lying and situated in the Project Land and forming part of the Developer’s allocation, together with the pro rata, undivided, impartible and variable right to use: (a) common areas exclusively reserved for the allottees of Block A/Block B, as more fully described in **Part I/Part II of Schedule B (as the case may be)**; (b) Shared Common Areas and Facilities designated by the Developer for shared use between the Project and the Retail Block, more particularly described in **Part IV/Part V of Schedule B (as the case may be)** hereunder written and the floor plan of the Office is annexed hereto and marked as **Annexure B**, **SUBJECT TO** the reciprocal easements as more particularly mentioned in **Schedule G** hereunder written, **SUBJECT TO** payment of proportionate maintenance charges and other charges, *inter alia* for common facilities, amenities and services, as mentioned in the **Schedule F** hereunder written **SUBJECT TO** observing and performing the common rules as mentioned in the **Schedule D** hereunder written, and **SUBJECT TO YIELDING AND PAYING THEREFOR** the lease rent of INR [•] (Indian Rupees [•]) per sq. ft. on the carpet area, per annum subject to proportionate increase from time to time as may be made by the relevant authority, without any deduction or abatement as sub lease rent on or before 7<sup>th</sup> day of the beginning of each calendar year.
- (ii) The Developer shall, simultaneously with the execution and registration of this Deed, hand over exclusive physical possession of the Office to the Sub Lessee.

## 2. THE SUB LESSOR DOES HEREBY COVENANT WITH THE SUB LESSEE AND DECLARE AS FOLLOWS:

- (i) There are no encumbrances upon the Project Land or the Project save and except the construction finance obtained by the Developer, if any;
- (ii) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting;

- (iii) The Sub Lessor and the Developer have not entered into any agreement/arrangement with any person or party with respect to the Office which will, in any manner, affect the rights of Sub Lessee under this Deed;
- (iv) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (v) That the Project Land is not Waqf property.
- (vi) That during the period of handover, some of the amenities and facilities of the Project may not be ready for usage, but the same will not in any way hinder the peaceful habitation of the Sub Lessee. However, the Developer shall be responsible to complete such amenities and make them ready for usage positively, prior to handing over of the Common Areas to the association of allottees (“**Association**”) as provided in the Act.
- (vii) The Developer shall have the right to carry out additional construction work at the Project, provided however that, such additional construction does not adversely affect the structure and stability of the Office, and the same shall be carried out in accordance with the S 14 of the Act read with R 9 of the Rules.
- (viii) The Developer shall facilitate the process for effecting mutation of the said Office in the name of the Sub Lessee before the concerned municipal and/or revenue authorities.

**3. THE SUB LESSEE DOES HEREBY COVENANT WITH THE SUB LESSOR AND THE DEVELOPER AS FOLLOWS:**

- i. After causing all necessary due diligence exercises in respect of the Project Land and the Project, compliances and non-compliances of the Developer, inspection and verification of all the deeds, documents, sanctions and approvals in relation to the Project Land and the Project respectively, the Sub Lessee is satisfied with and has accepted the leasehold right and interest of the Sub Lessor in respect of the Project Land and the right of the Developer in respect of the construction of the Project including the Office.
- ii. There are no actions, suits or proceedings existing, pending or to his/its knowledge, threatened against or affecting him/her/it before any court, arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Deed or that would affect his/her/its ability to perform his/her/its obligations hereunder with his/her/its obligations under or in connection with this Deed.

- iii. The Sub Lessee hereby confirms that, he/she/it has sought and obtained independent legal advice and opinion on this Deed from his/her/its appointed advocate(s)/lawyer(s) and being fully satisfied with the opinion of his/her/its appointed advocate(s)/lawyer(s), caused execution and registration of this Deed.
- iv. The Sub Lessee hereby accepts that, the Developer shall have sole and exclusive right to allot the car parking space(s) in the Podium Building (as more fully detailed in **Part III of Schedule B**) available in the Project on or before the execution and registration of this Deed and to revise the same from time to time by intimating the Sub Lessee. The Sub Lessee further confirms that save and except the Car Parking Space(s) earmarked for his/her/its exclusive usage, he/she/it shall not cause any disturbance and/or use any other car parking space(s) allotted to any other Sub Lessee. Furthermore, the Sub Lessee hereby accepts that, the basement, ground floor, roof, and the constructed space/unit on the roof of the Podium Building shall be exclusively reserved by the Developer. The basement and ground floor of the Podium Building shall be reserved by the Developer for the use of the Sub Lessee/occupier/tenants/visitors of the Retail Block and the Sub Lessee shall not have any right or interest in or over such reserved floors.
- v. The Sub Lessee has examined the approvals of the Project and the floor plans including the plan of the Office, the nature and quality of construction, facilities, and amenities to be provided thereto as per the general specifications as well as the common facilities and amenities of the Project.
- vi. The Sub Lessee hereby agrees with the common areas exclusively reserved for the allottees of Block A/Block B and the Shared Common Areas and Facilities for shared use between the Project and the Retail Block intended to form part of the Project.
- vii. The Sub Lessee hereby confirms the measurement of the carpet area of the Office and the method of calculation thereof.
- viii. The Sub Lessee acknowledges that the Project has been designed and the foundation and structural framework have been planned and executed after factoring the potential construction of additional floors/levels as permissible under applicable laws and approvals.
- ix. The Sub Lessee shall ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any other Sub Lessee and/or occupier of the offices below and in the event of any leakage or seepage of water, the Sub Lessee shall forthwith carry out repairs at his/her/its own cost.
- x. For the purpose of facilitating the process for effecting mutation of the said Office in the name of the Sub Lessee, the Sub Lessee shall provide a scanned copy of this

registered Deed and such other documents as may be required and comply with all applicable formalities.

- xi. The Sub Lessee hereby confirms that, after the date of handover of the Office to the Sub Lessee, if any damage due to wear and tear of whatsoever nature is caused thereto, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Sub Lessee and the Sub Lessee alone shall be liable to rectify and reinstate the same at his/her/its own costs.
- xii. The Sub Lessee hereby confirms that, he/she/it shall use the Car Parking Space(s) (if any) for the purpose of parking of his/her/its private medium sized car(s) only.
- xiii. The Sub Lessee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Developer in respect of the parking spaces to any other Sub Lessee and further undertakes not to disturb the use of the allotted parking space by the concerned Sub Lessee.
- xiv. The Sub Lessee undertakes and assures that he/she/it/they shall have no right and interest in respect of the other offices comprised in the Project.
- xv. The Sub Lessee covenants and undertakes that it shall, from the date of possession/Deemed Possession Date and thereafter, regularly and timely pay and discharge all Common Expense, statutory outgoings, charges and levies in respect of the Office, including but not limited to property tax, cess, user charges, utility charges for electricity, water, sewerage, gas, waste management and any other charges, duties, fees or levies as may be imposed by any governmental authority, local body, service provider or competent authority from time to time, whether existing as on date or introduced in future.
- xvi. The Sub Lessee covenants and undertakes that notwithstanding any part of the Shared Common Areas and Facilities may be located within the Project Land or within any building forming part of the Project, the Retail Block and its occupiers, tenants and visitors shall have a perpetual, non-exclusive right of ingress, egress and use of the Shared Common Areas and Facilities in common with the Sub Lessees and occupants of the Project. The Promoter and/or its nominees shall have the right to operate, regulate, maintain, repair, upgrade, replace and manage the Shared Common Areas and Facilities either directly or through the association or maintenance body formed for the Project, and neither the Sub Lessee nor any association, or similar body formed by the Sub Lessees of the Project shall restrict, obstruct or otherwise interfere with the access to or use of the Shared Common Areas and Facilities by the Retail Block or the occupiers thereof. The Sub Lessee further agrees that the rights of use, access and operation of the Shared Common Areas and Facilities in favour of the Retail Block as provided herein shall be binding upon the association or any such body formed by the Sub Lessees of the Project, and no rules,

bye-laws, regulations or resolutions of such association or body shall derogate from, restrict or adversely affect such rights.

- xvii. The Sub Lessee acknowledges that the Project contains certain utility shafts, service ducts, and/or pipe shafts ("**Shafts**") passing along the internal walls, floors, and/or ceilings of the Office, the position of which has been duly disclosed to the Sub Lessee prior to execution of this Deed. The Sub Lessee agrees to plan and carry out the internal layout of the Office, including positioning of bathrooms, toilets, kitchen, wet areas, and utility spaces, strictly in accordance with the existing Shaft positions, and shall not at any time block, alter, enclose, or tamper with such Shafts in any manner whatsoever.
- xviii. The Sub Lessee shall not assign, transfer, sub-let, license, part with possession of, or otherwise create any third-party rights in respect of the Office or any part thereof, under any circumstances. Further the Sub Lessee shall not sub-divide the Office under any circumstances.
- xix. The right of the Sub Lessee shall remain restricted to the Office and the Sub Lessee shall have no right, title or interest nor shall claim any right, title, or interest of any kind whatsoever over and in respect of any other office or space and/or any other portions of the Project. The Developer shall at all times be entitled to deal with and dispose of all non-transferred/un-allotted offices, car parking spaces, if any, any other constructed spaces/portions of the Project in favour of third parties at such consideration and at its sole discretion, which the Sub Lessee hereby accepts and to which the Sub Lessee, under no circumstances, shall be entitled to raise any objections.
- xx. If due to any act, default or omission on the part of the Sub Lessee, the Developer is restrained from construction of the Project and/or transferring and disposing of the other offices in the Project then and in that event without prejudice to the Developer's such other rights the Sub Lessee shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.
- xxi. The Sub Lessee shall not use the name/mark of the Developer or the Lessor in any form or manner, in any medium (real or virtual) , for any purpose or reason, save and except for the purpose of address of the Office and if the Sub Lessee does so the Sub Lessee shall be liable to pay damages and shall further be liable for prosecution for use of such mark.
- xxii. The Sub Lessee shall be entitled to license the Car Parking Space to any other Sub Lessee(s) within the Project including the Developer, in lieu of a license fee, as may be mutually agreed between the parties.

- xxiii. Apart from the said Association, the Sub Lessee shall not indulge and/or form any other parallel association or group within the Project under any circumstances. The Sub Lessee is obliged to and will necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said Association, as and when required.
- xxiv. The Sub Lessor and the Developer shall be exclusively entitled to affix its own signage and/or allow third party(ies) to affix their signages in the earmarked signage space(s) in the Project and the Sub Lessee shall not be allowed to use such spaces. Further, the Sub Lessee shall only have the right to use the designated space (eg. Reception/lobby of the specific block) as may be specified by the Developer for such purposes and the Sub Lessee shall strictly comply with the specifications of the Developer.
- xxv. Notwithstanding anything contained herein, certain infrastructure and/or amenities including, without limitation, electrical transformer(s), utility installations and other common facilities may be created for the benefit of (i) different blocks forming part of the Project and/or (ii) any adjoining or separately developed block(s)/building(s) developed by the Developer outside the Project (but within the Subject Land), and the Sub Lessee hereby agrees and consents that the cost of installation, provisioning, operation, annual maintenance contracts, repair, replacement and upgradation of such shared infrastructure and/or common facilities shall be apportioned amongst all users/beneficiaries thereof, including the Sub Lessee, on a fair and proportionate basis, as determined by the Developer, and the Sub Lessee undertakes to pay its proportionate share of such costs and charges, which are calculated on a proportionate basis, and the same shall form part of the common expenses payable in respect of the Project and/or such shared facilities including the transformer and the DG, as applicable.
- xxvi. The Sub Lessee further agrees that neither the Sub Lessee nor any association or body formed by the Sub Lessees of the Project shall object to, hinder, delay or otherwise interfere with the coordinated management, access, operation or maintenance of the Shared Common Areas and Facilities by or in conjunction with such entity managing the Retail Block.
- xxvii. The Sub Lessee and/ or his/her/their/its nominees shall use the Office only during the office hours as may be decided by the Developer /Association as the case may be, from time to time and shall accordingly be entitled to the common services and the amenities and facilities during such time.
- xxviii. The Sub Lessee shall observe and comply with all the common rules and the Sub Lessee's covenants and conditions mentioned in **Parts I and II of the Schedule D**, and also the terms and conditions recorded in this Deed and further the rules, regulations and bye laws as may be framed or modified from time to time by the Developer / Association.

- xxix. The Sub Lessee shall use all paths, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.

#### 4. MAINTENANCE OF THE OFFICE AND PROJECT

- a. The Developer shall be responsible for providing and maintaining essential services in the Project, either by itself or through its nominated agency, till the taking over of the maintenance of the Project by the Association or till the period of 1 (one) year after the issuance of the completion certificate of the Project, whichever is earlier.
- b. The Developer may appoint one or more agencies or persons ("**Maintenance Agency**") to look after the acts relating to the purposes of managing, maintaining, up-keeping and security at the Project and in particular the Common Areas, parking spaces and facilities, amenities and specifications, rendition of common services in common to the other occupants and, collection and disbursement of the Common Expenses as detailed in **Part I of Schedule F** and dealing with the matters of common interest of the other occupants and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective offices exclusively and the Common Areas on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Sub Lessee.
- c. From the date of execution and registration of this Deed, the cost of maintenance shall be paid by the Sub Lessee to the Association or the Maintenance Agency appointed by the Association as part of Maintenance Charges. The Maintenance Charges wherever referred to in this Deed shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and installations and for rendition of services in common to the Sub Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Sub Lessees of the Project including those mentioned in the **Schedule F** hereunder written.
- d. The rules/bye-laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Sub Lessees of the Project and they are bound to follow the same. After the Common Areas of the Project are handed over to the Association, such Association may adopt the rules and the bye-laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

- e. As and when any plant and machinery, including but not limited to, DG sets, transformer, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be first deducted from the sinking fund and thereafter be contributed by all the Sub Lessees in the Project (among whom such common facilities and amenities are shared) on pro-rata basis as specified by the Developer or Association, as the case may be and upon completion, the Developer or Association, as the case may be shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Sub Lessee agrees to abide by the same.
  
- f. The Sub Lessee shall be liable to pay interest @2% (two percent) per month on the due Maintenance Charges and if such default shall continue for a period of 3 (three) months then in that event, the Sub Lessee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Project and the Developer/Association as the case may be, shall be entitled to take the following measures and the Sub Lessee hereby consents to the same:
  - (a) to discontinue the facility of DG power back-up;
  - (b) to discontinue the usage of all amenities and facilities, including cleaning and upkeep of the common areas abutting its Office, provided in the Project to the Sub Lessee and his family members/guests, employees, associates, staffs etc.;
  - (c) to discontinue the provision of security services to the Office of the Sub Lessee, whereupon the Sub Lessee shall be solely responsible for securing access to its Office and shall be required to make its own arrangements for entry and exit, including operating its own designated gate/access point without any assistance from the Project's security personnel;
  - (d) to display a notice of default in the name of the defaulting Sub Lessee on a notice board prominently placed at one or more public areas within the Project, including the entrance lobby or common areas, and such notice shall remain displayed until all outstanding dues are cleared in full by the Sub Lessee; and
  - (e) the Developer /Association, shall be having lien on the Project for such unpaid amount of Maintenance Charges

The above said discontinuation of some services and facilities shall not be restored until such time the Sub Lessee has made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Developer/Association to realize the due amount from the Sub Lessee.

- g. The Developer and/or its authorized representatives shall at all times have the right of access to such Shafts for inspection, repair, maintenance, replacement, or upgradation, without any interference, obstruction, or objection from the Sub Lessee. The Sub Lessee shall not raise any claim or demand against the Developer on account of the location or passage of such Shafts through the Office, and the existence of such Shafts shall not be construed as any deficiency in service or defect in the Office. Any damage caused to such Shafts on account of the Sub Lessee's fit-out or interior works shall be repaired by the Sub Lessee at its own cost and to the satisfaction of the Developer/Association of Sub Lessees.

## 5. DEFECT LIABILITY

- a. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Sub Lease Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Sub Lessee from the date of occupancy/completion certificate of the concerned block, it shall be the duty of the Developer to rectify such defects without further charge, within a reasonable time. It is agreed between the Parties that the Developer's obligation under this Clause shall only arise in the event such defect is solely attributable to the act of the Developer.
- b. It is clarified that the Developer shall not be liable for any such defects, if the same have been caused by reason of the default and/or negligence of the Sub Lessee and/or any other Sub Lessees in the Project or acts of third party(ies) or on account of any Force Majeure events including on account of any repairs / redecoration / any other work undertaken by the Sub Lessee and/or any other Sub Lessee/person in the Project. Further, it is clarified that the defect liability responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse of the Office; (ii) failure to maintain the amenities/equipment; and/or (iii) accident.
- c. Notwithstanding anything to the contrary contained in the Clauses 5(a) and (b), the Developer shall not be liable for any defects arising from deviations, alterations or modifications, if any, carried out pursuant to the specifications or requests made by the Allottee, and all such defects shall stand expressly excluded from the defect liability obligations of the Developer as set out Clause 5(a). Without prejudice to the generality of the foregoing, the Developer shall not be liable for the following:
  - (i) Equipment (lifts, generator, motors, transformers, pumps, mechanical parking, CCTV, solar panels, exhaust systems, water treatment plans, sewage treatment plans and public address systems etc.) which carry manufacturers' guarantees for a limited period. Thereafter, the Association shall take annual maintenance contracts with the suppliers. The Developer shall endeavor to transfer manufacturer's guarantees/warrantees to the Allottee or Association

as the case may be.

- (ii) Fittings/fixtures related to plumbing, sanitary, electrical, hardware/H.V.A.C, water proofing/flooring, windows and glazing, etc. having natural wear and tear.
- (iii) Allowable structural and other deformations including expansion quotient and normal settlement.
- (iv) The terms of work like painting etc. which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the Developer to the Sub Lessee ends before the defect liability period and such warranties are covered under the maintenance of the said Office/block and if the annual maintenance contracts are not done /renewed by the Sub Lessees, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in the amenities in the Common Area wherever applicable. The Sub Lessee has been made aware and the Sub Lessee expressly agrees that the minor hairline cracks on the external and internal walls of the Office/block (excluding the RCC structure) which happens due to variation in temperature of more than 20°C and which do not amount to structural defects including normal settlement and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Sub Lessee it shall be necessary to appoint an expert who shall be the appointed structure engineer of the Project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Office/wing and in the workmanship executed.

## **6. RIGHT TO ENTER THE OFFICE FOR CHECKS AND REPAIRS**

The Developer / Maintenance Agency /Association shall have rights of unrestricted access of all Common Areas, garages/closed parkings and parking spaces for the purposes of inspection, checks, operation, maintenance and providing necessary maintenance services and the Sub Lessee agrees to permit the Association and/or Maintenance Agency to enter into the Office or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**SCHEDULE - "A"**  
**(Subject Land)**

**ALL THAT** piece and parcel of land admeasuring 243.625 (two hundred forty three point six two five) cottahs, equivalent to 4.02 acres (four point zero two) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Electronics Complex Police Station, District North 24 Parganas, as shown and delineated in the map or plan marked as **Annexure "A"** and bordered with color **Orange** butted and bounded by:

<b>On the North</b>	:	By Infinity IT Lagoon building;
<b>On the East</b>	:	By water body;
<b>On the South</b>	:	By 20.72 metre wide road;
<b>On the West</b>	:	By business building and 15 metre wide road.

**SCHEDULE - "A1"**  
**(Project Land)**

**ALL THAT** piece and parcel of land admeasuring [●] ([●]) cottahs, equivalent to [●] acres ([●]) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Electronics Complex Police Station, District North 24 Parganas, as shown and delineated in the map or plan marked as **Annexure "A"** and bordered with color **Red** butted and bounded by:

<b>On the North</b>	:	[●];
<b>On the East</b>	:	[●];
<b>On the South</b>	:	[●];
<b>On the West</b>	:	[●]

**SCHEDULE – "B"**  
**(Common Area and Car Parking)**

**Part I**  
**"Block A Common Areas"**

**ALL THAT** the usable area for the common purpose of Sub Lessees of Block A exclusively, which includes transformer area, DG yard, HT Room, solar panel, demarcated space for AC ODU on the 4<sup>th</sup> Floor roof and above roof (all inside Block A) as shown and delineated in the map or plan marked as **Annexure "C"** and bordered with color **Green** being part of Project Land.

**Part II**  
**"Block B Common Areas"**

**ALL THAT** the usable area for the common purpose of Sub Lessees of Block B exclusively, which includes ground floor lobby, reception, typical floor lobby, fire refuge space, service shafts and ducts, common toilets, OHT, dedicated building stairway area, Lift & Lift lobby passage, AC ledge, solar panel, loading/unloading bay, trash room, FCC Room, roof and above roof (all inside Block B) as shown and delineated in the map or plan marked as **Annexure “C”** and bordered with color **Yellow** being part of Project Land.

**PART III**  
**“Podium Building”**

**ALL THAT** the parking spaces from First to Third floor of the podium building, delineated in the map or plan marked as **Annexure “D”** and bordered with color **Pink**

**PART IV**  
**“Shared Common Areas and Facilities in relation to Block A”**

**ALL THAT** the usable area for the shared use with the Retail Block, which includes: (a) Sewage Treatment Plant; (b) Pump Room and Underground Reservoir; (c) HT Transformer; (d) Gate Ghoomty; (e) Driveway; (f) Boundary Wall; (g) Podium stairs and driveway toilet; (h) cable trench; (i) external drainage; (j) main water supply pipeline; and (k) boundary wall lighting, as shown and delineated in the map or plan marked as **Annexure “C”** and bordered with color **Blue**.

**PART V**  
**“Shared Common Areas and Facilities in relation to Block B”**

**ALL THAT** the usable area for the shared use with the Retail Block, which includes: (a) Sewage Treatment Plant; (b) Pump Room and Underground Reservoir; (c) HT Transformer; (d) Gate Ghoomty; (e) Driveway; (f) Boundary Wall; (g) Podium stairs and driveway toilet; (h) Transformer, switch room and panel room at Block B; (i) DG space at ground floor; (j) electric panel room; (k) cable trench; (l) external drainage; (m) main water supply pipeline; (n) boundary wall lighting; (o) driver toilet on the ground floor; and (p) BMS room, as shown and delineated in the map or plan marked as **Annexure “C”** and bordered with color **Red**.

**SCHEDULE – “C”**  
**(Office)**

**ALL THAT** commercial unit no. [•], having Carpet Area of [•] square feet, on [•] floor of the Block A/ Block B, along with the exclusive open terrace attached to the Office of [•] square feet, if applicable, together with the [•] number of mechanical/covered parking space in the Podium Building more fully described in **Part III of Schedule B**, if any, as permissible under the applicable law, lying and situated in the Project Land and forming part of the Developer’s allocation, together with the pro rata, undivided, impartible and variable right to use: (a) common areas exclusively reserved for the allottees

of Block A/Block B, as more fully described in **Part I/Part II of Schedule B (as the case may be)**; and (b) Shared Common Areas and Facilities designated by the Developer for shared use between the Project and the Retail Block. The plan of the Office is delineated in the map or plan marked as **Annexure "B"** and bordered with color **Red**. And the said plans shall always be deemed to be an integral part of this Deed and will be in full force and effect as though it were expressly set out in the body of this Deed.

**SCHEDULE – "D"**  
**Common Rules**  
**(PART - I)**

1. The Sub Lessee shall not: -
  - 1.1 Damage the common portions of any of the other offices by making any alterations or withdrawing any support or otherwise.
  - 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in the common portions, save at the places earmarked therefor.
  - 1.3 Place or cause to be any article in the common portions.
  - 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance.
  - 1.5 Use or allow the Office or any parts thereof to be used for any club, conference hall, nursing home, hospital, boarding house, catering place, residence of any person or for any purposes except for office.
  - 1.6 Put or affix any sign board, nameplate or other things or other similar articles in the common portions or outside the Office, save at the places earmarked therefor provided that the ultimate Sub Lessee may display a small and decent name plate outside the main door of the Office.
  - 1.7 Keep or allow to be kept combustible, obnoxious or dangerous articles in the Office which may be injurious or obnoxious to the other Sub Lessee(s)/occupier(s) of the Project or such articles which are so heavy as to affect or endanger the structure of the buildings or any of its portions or of any fittings or fixtures thereof, including but not restricted to, windows, door, floors, beams, pillars, lift or the staircase.
  - 1.8 Hang from or attach to the beams or the rafters of any part of the Office or the Project any articles or machinery the weight whereof may likely to affect, damage or endanger the construction of the buildings or any part thereof.

- 1.9 Do or cause to be done anything which may cause any damage to or affect the Project or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Sub Lessees.
- 1.10 Affix or draw any wire, cable, pipe from, to or through any common portions or outside walls of the buildings or other parts of the premises.
- 1.11 Affix or install any antenna on the ultimate roof of the buildings or any open terrace that may be part of any Office or in its windows.
- 1.12 Hang or put any clothes in or upon the windows, balconies or any other portion of the Office, which is visible from the outside.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the Project or cause disharmony amongst them.
- 1.14 Install any air conditioners and their outdoor Office except in the approved places.
- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Office, without approval.
- 1.16 Not make any addition, alteration in the structure of the building, internally within the Office or externally within the Project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project, save in accordance with the existing building regulations and prior permission therefor having been taken from the appropriate authorities as also from the Developer or the Maintenance Agency, as the case may be.
- 1.17 Not to carry on any work of fittings and fixtures or connected therewith in any manner whatsoever or in connection with construction of any nature or completion thereof inside the Office, excepting between 09.00 A.M. to 05.00 P.M. and that too in such a manner so as not to cause any annoyance or disturbance to the occupants of the Project.
- 1.18 Alter the outer elevation of the buildings or the Office, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the offices or the buildings.
- 1.20 Claim any right of pre-emption or otherwise regarding any other offices, parking space or any other portion of the Project.

- 1.21 Be entitled to raise any dispute or claim any amount on account of delay in delivery of possession if any which has been caused due to Force Majeure and/or for reasons beyond the control of the Developer.
- 1.22 Shall not claim any dispute or damages for the services, which could not be provided at the present and the same shall be provided in due course.
- 1.23 Restrict the full and unrestricted enjoyment of the easements described in **Schedule G** to any other owner/occupiers of the buildings.
- 1.24 Do or permit any act, deed, matter or thing to be done in or about the Office may render void or make voidable any insurance in respect of the building or cause the premium for the insurance to be increased.
- 1.25 Question the quantum of any amount of maintenance levied upon them.
- 1.26 Display or affix any advertisement, hoarding, signboard, banner or signage on or upon the windows, balconies or any external portion of the Office visible from outside, save and except where the allottee is in occupation of the entire block within the Project.
- 1.27 Not park any vehicle 2(two)/4 (four) wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Sub Lessee.
- 1.28 Not slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other office owners and/or occupiers of the said project.
- 1.29 Not keep in the said Office any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Office and/or any other offices in the said Project.
- 1.30 Not allow the watchmen, driver, domestic servants or any other person employed by the Sub Lessee or his agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc.
- 1.31 Not keep or harbour bird or animal in the Common Areas. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 1.32 Not encumber the said Office in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed for the said Office in favour of the Sub Lessee.

- 1.33 Ensure that all interior work of furniture, fixtures and furnishing of the said Office, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Sub Lessees.

**(PART - II)**

2. The Sub Lessee shall: -
- 2.1 Maintain the buildings for the purpose, with the intent and object for which the same is constructed.
- 2.2 Strictly abide by all the rules and regulations framed or modified by the Developer or the Maintenance Agency nominated and/or appointed from time to time.
- 2.3 Perform and observe and ensure that all its agents, employees and licensees perform and observe all rules and regulations made from time to time by the Developer or Maintenance Agency nominated and/or appointed for the maintenance, management, safety, care and cleanliness of the building and all such rules and regulations shall bind the Sub Lessee and/ or its nominees or licensees upon and from the day on which notice in writing thereof is given to it provided that the Developer/ Maintenance Agency shall not be liable to the Sub Lessee and/ or its nominees or licensees in any way for the violation of the rules and regulations by any person including the other Sub Lessees and/ or its nominees or licensees of the Project or the agents, invitees or licensees thereof.
- 2.4 Co-operate and assist in all manner with the Developer /Maintenance Agency in carrying out its day to day activities and obligations and in particular, abide by observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity drainage, sewerage lifts, tube wells, generator and/or other installations and / or amenities in the Project including, but not restricted to, those under the West Bengal Fire Services Act, 1950 and/or the rules made there under and shall indemnify and keep the Developer as also the Maintenance Agency save, harmless and indemnified from the against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer and/or the Maintenance Agency may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Sub Lessee.
- 2.5 Maintain at their own costs their Office in good, conditions, state and order in which the same will be delivered to them, normal wear and tear excepted.
- 2.6 Abide by and/or comply with all statutory laws, bye laws, rules, regulations and/or restrictions of the Central Government and the State of West Bengal.

- 2.7 Pay the charges for electricity wholly relating to the Office through pre-paid/post-paid meter and proportionately relating to the Common Areas, utilities and facilities.
- 2.8 Pay for electricity charges consumed, including those for loss of transmission, and other charges and / or deposits to ensure that the Developer shall not hinder in any manner for any non-payment or delayed payment.
- 2.9 Pay such further deposits as may be required by the Developer or the Maintenance Agency from time to time.
- 2.10 Pay within 7 (seven) days of being called upon to do so, the Common Expenses mentioned in **Part I of Schedule F** as also all other outgoings related to the Unit and including expenses relating to the replacement of any equipment.
- 2.11 Keep the Office and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repair, in a neat and clean condition and in a decent and respectable manner.
- 2.12 Maintain and be responsible for the structural stability of the Office and not to do any act, matter or thing which may affect the structural stability of the buildings.
- 2.13 Use the Office and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.14 Sign such forms, give such authorities and under such co-operation as may be required by the Developer or the Maintenance Agency as the case may be.
- 2.15 Pay, wholly in respect of the Office and proportionately in respect of the buildings, all costs, charges and expenses as may arise due to any reason whatsoever and claim any reimbursement if the same be occasioned due to default by any other person.
- 2.16 Allow the Developer or the Maintenance Agency nominated and/or appointed, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Office.
- 2.17 Ensure that the Office is maintained in decent manner.
- 2.18 Pay such damages on demand ascertained by the Developer or the Maintenance Agency nominated and/or appointed as the case may be, for the breach of any of the covenants herein contained within the due date therefor as specified in the demand letter.
- 2.19 Pay interest at the rate of 15% (fifteen percent) per annum in the event the Sub Lessee fails or neglects to pay the damages/Maintenance Charges/other dues for the breach of any covenant from the date of demand till the date of payment and in the event the said damages/Maintenance Charges/other dues and the interest thereon is not paid within 30

(thirty) days from the date of demand, the Sub Lessee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Project including, but not restricted to, the water supply, electricity and lift and hereby authorize the Developer, and after them the Maintenance Agency nominated and/or appointed, to discontinue any of all the facilities and utilities.

- 2.20 **Additions and alterations:** Not to make any civil or structural changes and/or modification in respect of the Office save and except changes and/or modification required for interior fitment and furnishing within the Office, by way of wooden/glass partitions/cubicles/office furniture (which will be built/constructed and brought into the Office in semi-finished condition for the purpose of assembly and installation thereat)/wooden flooring/false ceiling subject to prior approval of the same from the Developer or Maintenance Agency nominated and/or appointed and without causing any damage to the walls, columns, ceiling, air-conditioning ducts/fire sprinklers, sensors and/or electrical/ telephone/data cables, windows/facade etc. at their own cost and effort. The Sub Lessee further acknowledges that the Building may have post-tensioned (PT) slab construction and agrees that no drilling, coring, cutting, chiselling or structural alteration shall be carried out in such slabs.
- 2.21 **Loading of heavy equipment :** Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Office any weight greater than 325 kilos per square meter or any weight which will cause undue strain nor install any equipment or machinery which shall cause dangerous vibration or be a nuisance to the Developer or other Sub Lessee(s) and their nominees or licensees of the Project and the Sub Lessee(s) and their nominees or licensees shall when required by the Developer reduce the same, de-install the same and the decision of the Developer in this regard shall be final and binding.
- 2.22 **Avoidance of Insurance Policy And Additional Premium:** Not do or permit or suffer to be done anything whereby the policy or policies of insurance on Project or the Office against loss or damage by fire or policies of insurance on Project or the Office against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Developer and to repay to the Developer on demand all sums paid by the Developer by way of increased premia and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Developer. The Sub Lessee further acknowledges that the association may obtain and maintain necessary insurance for the buildings comprised in the Project, and the Sub Lessee shall comply with the requirements of such insurance and bear its proportionate share of the costs thereof.
- 2.23 **User and Security of the Office:** Keep the Office secured fastened and locked at all times when it will remain unattended and not to sleep or allow any person to sleep in the Office and not to use the Office for residential purposes, nor keep any animal or reptile in the Office.

- 2.24 **Unpacking of Goods:** Not place or leave outside the Office packages boxes or crates of any description or parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Office.
- 2.25 **Parking and other Common Areas:** Not claim any right or interest in any portion of the Project except the Office and its right to enjoy the same for the purpose for which the Office has been leased and for ingress and egress through the common parts and/or the passages.
- 2.26 **Ensure abidance of covenants by its employees:** Ensure that all its employees strictly abide by the rules for use of Common Areas as also the instructions issued by the Developer / Maintenance Agency from time to time for enforcing security and smooth functioning of the Project. For this purpose, persons temporarily or permanently engaged and/or employed by the Sub Lessee and/or its nominees or licensees, directly or indirectly for and/or in connection with their business in the Office and/or otherwise shall be considered to be its employees and the Sub Lessee and/ or its nominees or licensees shall be fully responsible and liable for all acts of omission or commission of its employees.
- 2.27 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
- 2.28 Carry out all interior works and fit-outs strictly in accordance with the fit-out guidelines and specifications as may be prescribed by the Developer from time to time.
- 2.29 Accept the air-conditioning load and tonnage allocated to the Office based on the declared requirements and shall not dispute or seek variation thereof.
- 2.30 Acknowledge that in conditions of high ambient temperature or other operational limitations, optimum cooling may not always be achievable and shall not raise any objection or claim in this regard.
- 2.31 Ensure segregation of wet and dry waste at source and dispose the same only in accordance with the waste management rules and guidelines prescribed for the Project.
- 2.32 Ensure that all loading and unloading of goods, materials or equipment shall be carried out only through the designated service lift and not through passenger lifts.
- 2.33 Ensure that all interior and fit-out works are carried out at its sole risk and responsibility, and the Developer shall not be liable for any injury, accident, loss or damage arising therefrom and the Sub Lessee shall keep the Developer saved, harmless and indemnified in this regard.

**SCHEDULE – “E”**

**(Specifications)**

1. [•]

**SCHEDULE – “F”**

**Common Expenses**

**(PART I)**

**Maintenance Charges**

The proportionate cost for maintaining, managing of common portions, facilities and amenities to be payable by the Sub Lessee on demand by the Developer, or the Maintenance Agency for the following services:

1. Maintenance: All expenses for equipment and for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing.
2. Staff: The salaries, emoluments and all other financial benefits of the persons or agency to be employed by the Developer and after them the Maintenance Agency, for managing and maintaining the common portions.
3. Operational: All expenses for running and operating utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
4. Charges of electricity consumption for all Common Areas including running of all utilities and facilities.
5. Insurance: Costs towards payment of premium of insuring the towers in the Project and the facilities and the utilities in it other than those as stipulated under S 12 of the Developers Act.
6. Rates, Taxes and Outgoings: All rates, levies, taxes or fees that are to be paid by the Developer and the Maintenance Agency, for providing the services which are payable under any existing law or enforced under any other enactment in future.
7. Others: Any other expenses incurred by the Developer and Maintenance Agency, in respect of the Project, not specifically mentioned herein including, but not restricted to, litigation expenses.

**(PART II)**

**Extras and Deposits**

1. All fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the Project Land (including HT or LT supply, transformer, switch gear, cable trench, substation and the like) payable to electricity service provider for electric meter.
2. Security deposit and all additional amounts or increases thereof payable to the electricity service provider for electricity connection at the Project.
3. All fees, costs, charges and expenses for installing one or more generators and other power backup apparatus and all its accessories for the Project.
4. EV Cabling Charges.
5. Cost of formation of Association and Maintenance Agency.
6. Club development charges.
7. Maintenance Charges (12 Months Advance).
8. Sinking fund (interest free).
9. Municipality deposit (interest free).
10. Club deposits (interest free).
11. All legal and incidental charges for preparing and registering documents relating to transfer to Sub Lessees.
12. Rule 31 Charges, if any applicable.
13. Service Charge for mutation
14. Costs and charges for providing VRV Air-conditioning to the Sub Lessees.
15. Gas Bank charges as applicable.
16. GST and like taxes on the aforesaid extras.

#### **SCHEDULE – “G”**

##### **Easement**

The following shall be reciprocal easements regarding the Office between the Sub Lessee and the Developer and/or the intending Sub Lessee of other units within the Block in which the Office is situated:



<p><b>SIGNED AND DELIVERED</b> by the <b>Developer</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For <b>PS GROUP REALTY PRIVATE LIMITED</b></p>   <p>_____</p> <p>DIRECTOR/AUTHORIZED SIGNATORY</p>
<p><b>SIGNED AND DELIVERED</b> by <b>Sub Lessee</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>_____</p> <p>[●]</p>

### MEMO OF CONSIDERATION

**Received** from the within named Sub Lessee a sum of INR [●] (Indian Rupees [●] only) as a full and final payment towards the Total Price receivable by the Sub Lessor under this Deed, in the following manner:

Date	Particulars	Amount (Rs.)
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of Sub Lessor	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of Sub Lessor	[●]



...SUB LESSEE

DEED OF SUB LEASE

**PS Group Realty Pvt. Ltd.**



**(Constituted Attorney / Authorised Signatory)**