

KPC RESIDENCY PRIVATE LIMITED
Swapne Ray
Director

(Draft – Subject to alterations as per the progress of the project)

DEED OF SUB-LEASE

THIS DEED OF SUB-LEASE is executed on this _____ day of _____, 20____

BY AND BETWEEN

KPC RESIDENCY PRIVATE LIMITED (having PAN – AAECK3499A and CIN – U45400WB2011PTC161736), a Company within the meaning of Companies Act 2013 having its registered office at 1F Raja S.C. Mullick Road, Police Station - Jadavpur, Post Office – Jadavpur University, Kolkata – 700032, West Bengal,

represented by its Director, Smt. Swapna Ray, wife of Late Rajat Kumar Ray, working for gain at KPC Residency Private Limited, 1F Raja S.C. Mullick Road, Police Station - Jadavpur, Post Office – Jadavpur University, Kolkata – 700032, (hereinafter referred to as "the **PROMOTER**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors and/or assigns) of the **FIRST PART**

AND

GLOBAL CARE HOSPITAL (previously Global Care Hospital Private Limited) (having PAN – AABCG1534H and CIN – U85110WB1994NPL063992), a Company within the meaning of Companies Act 2013 having its registered office at 354 Prantik Pally, Rajdanga Main Road, Police Station - Kasba, Post Office – East Kolkata Township, Kolkata – 700107, West Bengal, represented by its Director, Smt. Krishna Das, wife of Late Sukanta Das, working for gain at Global Care Hospital, 354 Prantik Pally, Rajdanga Main Road, Police Station - Kasba, Post Office – East Kolkata Township, Kolkata – 700107 represented by their constituted attorney **KPC Residency Private Limited** pursuant to the registered Powers of Attorney dated _____ 2025 through its Director _____ son/wife of _____ (having PAN _____ and Aadhaar _____) working for gain at _____, Police Station – _____, Post Office – _____, Kolkata-_____ (hereinafter referred to as "the **Lessee**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **SECOND PART**

AND

(1) _____ son of _____ residing at _____, (2) _____ son of _____ residing at _____ (hereinafter called the "**Allottee/Sub-lessee**"), of the **THIRD PART:**

SECTION-I

I. **Definitions**—In this Deed, the following terms shall have the meanings assigned to them hereinbelow, unless the context otherwise requires :

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules and regulations framed thereunder and notifications passed in connection therewith;
- (b) "**Allotted Apartment**" shall mean the Flat, Exclusive Balcony/Verandah, if any and facility to park at the Parking Space(s), if any for parking of motor car/two wheeler, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
- (c) "**Allottee**" or "**Sub-lessee**" shall mean one or more Allottees/Sub-lessees named above and include:
 - (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (ii) in case of a Hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (iii) in case of a partnership firm, its partners for the time being, their respective

successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;

- (iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;
- (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;
- (d) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (e) **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- (f) **"Architect"** shall mean Architect, as appointed by the Promoter for the project;
- (g) **"Association"** shall mean one or more associations or societies or companies or Federation of Association or like body of the Apartments Acquirers to be formed by the Promoter as per the Act for the Common Purposes;
- (h) **"Buildings"** shall mean residential and healthcare buildings to be constructed by the Promoter at the Project Land in accordance with the Building Plans and to comprise of various self-contained Apartments, Verandah/Balcony, and other constructed spaces and shall include the Parking Spaces and shall also include additional apartments, additional parking spaces and other structures as be sanctioned by the concerned authority and erected by the Promoter at the said Project Land;
- (i) **"Building Plan"** shall mean the plans sanctioned by the concerned authorities for construction of new buildings at the Project Land from time to time and include the plan vide Building Permit No.2022120248 dated 10.08.2022 sanctioned by Kolkata Municipal Corporation for construction of the Buildings at a portion of the Project Land and shall include any revised/modified building plan including for construction of additional apartments/units and additional parking spaces as detailed hereinafter and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required by the Promoter from time to time as per the recommendation of the Architects subject to compliance of the Act;
- (j) **"Carpet Area"** shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah;
- (k) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Third Schedule** hereunder written for the beneficial use and enjoyment of the respective apartments and other constructed areas in the Project by the Allottee and the Other Allottees. **Be it mentioned that** certain common areas facilities and amenities shall be common between the residential building and healthcare building of the Project and the same shall be identified by the Promoter prior to completion of the Project;
- (l) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;

- (m) **"Common House Rules"** shall mean the rules and regulations to be observed fulfilled and performed by the Allottee and the Other Allottees for payment of Taxes and Outgoings by them as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Project by them as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;
- (n) **"Common Purposes"** shall mean and include (a) providing and maintaining essential services for the benefit of the Other Allottees; (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Other Allottees and their mutual rights and obligations;
- (o) **"Development Agreement"** shall mean the Development Agreement dated 18th June 2025 registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No.1904-2025, Pages from 397635 to 397694, Being No.190408982 for the year 2025 and shall include any further supplemental agreement or agreements executed between the Lessee and the Promoter in respect of the Project Land.
- (p) **"Force Majeure"** shall have the meaning meant to in the said Act;
- (q) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more facility management agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (r) **"Other Allottees"** shall mean persons who acquire apartments or other constructed spaces with or without Parking Spaces in the Project (including the Allottee hereto);
- (s) **"Parking Spaces"** shall mean and include designated areas at the basement level, ground floor level, etc. in the buildings at the Project Land for parking of motor cars/four-wheelers/two-wheelers and also mechanical car parking spaces as expressed or intended by the Promoter in its absolute discretion and may also include further parking spaces as may be identified and earmarked for such purpose by the Promoter;
- (t) **"Project"** or **"Residential cum Healthcare Project"** shall mean the Project Land with the Buildings thereon and include the Common Areas thereof to be commonly known as "_____ " or such other name as the Promoter in its absolute discretion may deem fit and proper AND wherever the context so intends or permits shall mean the concerned phase of the Project, as the case may be;
- (u) **"Project Advocates"** shall, unless changed by the Promoter, mean Pankaj Shroff & Company, Advocates of 16 Strand Road, 'Diamond Heritage', N611, 6th floor, Kolkata-700001 appointed by the Promoter for preparation of the sub-lease agreement and sub-lease deed for transfer of the Apartments in the Project;
- (v) **"Project Land"** or **"said Premises"** shall mean **ALL THAT** the piece and parcel of land containing an area of 1.99 acres more or less situate lying at and being Plot No.I-8 in Hatirsur Project Area (now known as No.354 Prantik Pally, Kolkata) in Mouza Kasba, Police Station - Kasba, District South 24 Parganas morefully described in the **First Schedule** hereunder written.
- (w) **"Proportionate"** or **"Proportionately"** or **"pro-rata"** shall have the same meaning as detailed in clause 27 hereinafter;

- (x) **"Rules"** means the rules made under the said Act as amended and/or substituted from time to time;
 - (y) **"Regulations"** means the regulations made under the said Act as amended and/or substituted from time to time;
 - (z) **"Singular"** number/term shall mean and include the "Plural" number/term and vice-versa.
 - (aa) The term or expression **'Party'** according to the context refers to the Promoter, the Lessee or the Allottee and the term or expression **'Parties'** refers to the Promoter, the Lessee and the Allottee collectively.
 - (bb) Reference to a **gender** includes a reference to all other genders.
 - (cc) In this Agreement, in addition to the words defined in this **Section-I** above, the words put in brackets and in bold print define the word, phrase and expression hereinafter.
- II. In this Deed, in addition to the words defined in clause 1 of this **Section-I**, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

SECTION-II

WHEREAS:

- A. The Lessee hereto is seized and possessed of the Project Land, being **ALL THAT** the piece and parcel of land containing an area of 1.99 acres more or less situate lying at and being Plot No.I-8 in Hatirsur Project Area (now known as No.354 Prantik Pally, Kolkata) in Mouza Kasba, Police Station - Kasba, District South 24 Parganas morefully described in the **First Schedule** hereunder written under Deed of Lease dated 9th May, 2008 made between The Kolkata Metropolitan Development Authority as lessor therein and the Lessee hereto as lessee therein and registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 24, Pages 3436 to 3457, Being No. 08495 for the year 2009 (hereinafter referred to as "the **Principal Lease**"). The facts about devolution of leasehold title to the Project Land in favour of the Lessee are mentioned in the **Fifth Schedule** hereunder written.
- B. Plan for construction of a basement, ground plus _____ upper floors Residential Building at a portion of the said Premises was sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2022120248 dated 10.08.2022 as modified from time to time.
- C. The Lessee and the Promoter have entered into the above-referred Development Agreement for the purpose of development of a real estate project over the land contained in the Project Land held by the Lessee, and the Lessee has granted the Promoter the sole and exclusive right and authority to develop the Buildings at the Project Land and to market, commercially exploit and sub-lease the Promoter's Allocation thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The Lessee has granted in favour of the Promoter Power of Attorney dated 18th June, 2025 registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2025, Pages from 401588 to 401606, Being No. 190408995 for the year 2025 to do several acts deeds matter and things concerning the development of the Project and sub-lease or otherwise transfer of the Promoter's Allocation of the Project, including Apartments, Balcony/Verandah, Parking Spaces, other constructed areas therein as morefully stipulated therein.

- E. In terms of the said Development Agreement, the Lessee and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right leasehold-title and interest of the Lessee to portion of the land contained in the Project Land on which Project is under construction have been completed.
- F. The Lessee had intimated the Kolkata Municipal Corporation vide their letter dated _____ regarding the commencement of construction of the Project.
- G. The Promoter took out the final layout plan, sanctioned plan, permissions, and approval for the Project and the Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable thereto.
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata vide registration No: RERA/P/KOL/2025/_____ and the same has been uploaded by the Authorities under the Real Estate (Regulation and Development) Act, 2016 on their website.
- I. By an Agreement for Sub-lease dated _____ ('**Sub-lease Agreement**'), the Promoter and the Lessee have agreed to sub-lease and the Sub-lessee has agreed to acquire from them Apartment No. _____ having carpet area of _____ Square feet more or less on the _____ floor, Exclusive Balcony/Verandah having usable area of _____ Square feet more or less and the open terrace if attached to the said Apartment of and the same having a usable area of _____ Square feet more or less [50% of the usable area thereof equivalent to _____ Square feet more or less would be taken into account for determination of the Maintenance Chargeable Area] alongwith a Servant Quarter/Store Room having carpet area of _____ Square feet more or less aggregating to Maintenance Chargeable Area of _____ Square feet in the Building TOGETHER WITH facility to park _____ numbers of medium sized motor cars _____ in the basement Level and _____ in the Ground floor Level of the Project each measuring about 12.5 sq. mtrs (location of such Parking Space(s) to be identified and designated by the Promoter at or before delivery of possession of the Allotted Apartment to the Allottee by the Promoter at its sole discretion), all morefully and particularly mentioned and described in the **Second Schedule** hereunder written and of pro rata share in the Common Areas in the Project at and for the consideration and on the terms and conditions therein contained. The said Sub-lease Agreement has been registered with the _____ in Book I, Volume No. _____ Pages from _____ to _____ Being/Deed No. _____ for the year _____.
- J. Upon completion of construction of the Project, the concerned authority has issued the completion/occupancy certificate for the said Project vide Certificate No. _____ dated _____.
- K. Upon completion of the Project the maintenance of Building has commenced from _____, _____ (hereinafter referred to as the "**Maintenance Commencement Date**") and the amounts paid by the Allottee towards the maintenance deposit shall be appropriated on pro-rata basis from the Maintenance Commencement Date.
- L. The construction of the Project is completed in all respect and with all specifications, as agreed by the Promoter. The Sub-lessee has measured/verified the Carpet Area of the Apartment and has also inspected the location of the Parking Space allocated to him and only after fully satisfying himself with regard thereto the Sub-lessee has taken the peaceful vacant physical possession of the Allotted Apartment on _____ (**Date of Possession**). At or before the execution hereof, the Sub-lessee has fully satisfied himself with regard to the specifications, workmanship, materials used in construction, quality of fixtures and fittings installed, amenities and facilities provided in the Allotted Apartment and the Common Areas.

- M. The Promoter has duly complied with its obligations contained in the Sub-lease Agreement and is not in default of its obligations therein, which the Sub-lessee doth hereby confirm, and similarly the Promoter hereby confirms that the Sub-lessee has made full payment of the agreed consideration and other amounts in terms of the Sub-lease Agreement to the Promoter.
- N. As per Section 17 of the said Act of 2016, the Promoter and the Lessee are required to execute a registered conveyance deed/transfer deed in respect of the Allotted Apartment in favour of the Sub-lessee and insofar as the undivided proportionate title in the Common Areas (including the land comprised in the said Premises) the Promoter and the Lessee would execute a registered Deed of Conveyance/Deed of Sub-lease in favour of the Association and hand over the Common Areas to the Association.
- O. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- P. Inasmuch as the ad-valorem stamp duty of Rs. _____/- has already been paid by the Sub-lessee on the basis of the market value of the said Unit assessed by the _____, at Rs. _____/- under the said Sub-lease Agreement, this Deed of Sub-lease has accordingly been stamped with ad-valorem stamp duty of Rs.100/- only.

Section-III

III. NOW THIS DEED WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the premium of Rs. _____/- (Rupees _____) by the Sub-lessee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Promoter and the Lessee do hereby acquit release and forever discharge the Sub-lessee and the Allotted Apartment and its appurtenances) the Promoter and the Lessee do hereby sub-lease and transfer unto and to the Sub-lessee their respective entitlements in **ALL THAT** the Allotted Apartment being the Apartment No. _____ having carpet area of _____ Square feet more or less on the _____ floor, Exclusive Balcony/Verandah having usable area of _____ Square feet more or less and the open terrace if attached to the said Apartment of and the same having a usable area of _____ Square feet more or less [50% of the usable area thereof equivalent to _____ Square feet more or less would be taken into account for determination of the Maintenance Chargeable Area] alongwith a Servant Quarter/Store Room having carpet area of _____ Square feet more or less aggregating to Maintenance Chargeable Area of _____ Square feet in the Building TOGETHER WITH facility to park _____ numbers of medium sized motor cars _____ in the basement Level and _____ in the Ground floor Level of the Project each measuring about 12.5 sq. mtrs (location of such Parking Space(s) to be identified and designated by the Promoter at or before delivery of possession of the Allotted Apartment to the Allottee by the Promoter at its sole discretion), morefully and particularly mentioned and described in the **Second Schedule** hereto **TOGETHER WITH** right to use the Common Areas in common with the Promoter and the Lessee and other persons permitted by them **Together Also With** all rightseasements quasi-easements priviledges and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Allotted Apartment in common with the Other Allottees as set out in **Clause A** of the **Seventh Schedule** hereunder written **But Excepting And Reserving** unto the Promoter and Lessee and other persons deriving rights and interest under them the rights easements quasi-easements priviledges and other stipulations and provisions as set out in **Clause B** of the **Seventh Schedule** hereunder written **TO HOLD** the same from the Possession Date till the residual period of the term of the Principal Lease expiring on _____ (_____) **with** the right of renewal thereof and to renew this sub-lease for a further term of 99 years on the terms and conditions mentioned in clause 5.8 and its sub-clauses hereinbelow **SUBJECT TO** the covenants, terms and conditions as contained in Clause V and VI and their sub-clauses and in the Schedules hereto and on the part of the Sub-lessee to be observed, fulfilled and performed.

IV. THE PROMOTER AND THE LESSEE DO HEREBY COVENANT WITH THE SUB-LESSEE as follows:

- (a) That the interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant and demise unto and to the use of the Sub-lessee, the Allotted Apartment in the manner aforesaid.
- (b) That it shall be lawful for the Sub-lessee, during the term of Principal Lease, to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Allotted Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by them save only those as are expressly mentioned herein.
- (c) That the Promoter and Lessee shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Sub-lessee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Allotted Apartment hereby demised unto and to the Sub-lessee in the manner aforesaid as shall or may be reasonably required by the Sub-lessee.

V. THE SUB-LESSEEDOTH HEREBY COVENANTS WITH THE PROMOTER AND THE LESSEE TO THE END AND INTENT THAT THE OBLIGATIONS HEREIN CONTAINED SHALL CONTINUE THROUGHOUT THE TERM OF THIS SUB-LEASE as follows:

1. The Sub-lessee so as to bind himself to the Promoter and the Lessee and the other Apartment Acquirers of the Project and so that this covenant shall be for the benefit of the Project at the said Premises and other apartments therein hereby covenants with the Promoter and the Lessee and with all the other Apartment Acquirers that the Sub-lessee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein including in the Schedules hereto.
2. **TAXES AND OUTGOINGS:** The use and enjoyment of the said Allotted Apartment shall be subject to payment of the following charges taxes and amounts and the Sub-lessee binds himself and agrees and covenants to pay the same within the respective due dates:
 - (a) Proportionate share of all Common Expenses (including those mentioned in **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Sub-lessee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. _____ (Rupees _____) only per Square foot per month of the area expressly agreed between the Promoter and the Sub-lessee to have been taken into account and to be charged for the purpose of payment of the proportionate Common Expenses and Maintenance charges in respect of the Allotted Apartment, being _____ square feet (hereinafter referred to as "**the Common Area Maintenance Charges" or "CAM Charges"**"). It is expressly agreed and clarified that the said minimum rate shall be subject to revision at the time of delivery of possession of Allotted Apartment to the Sub-lessee and from time to time thereafter as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Apartment Acquirers. The advance maintenance charges paid by the Sub-lessee shall be adjusted/appropriated with the maintenance charges of the Allotted Apartment as may be determined by the Maintenance In-charge on and from the Maintenance Commencement Date.

It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including painting of the exterior of the Building) and the same shall be borne proportionately by the Sub-lessee separately and paid to the Maintenance In-charge.

- (b) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the concerned authority Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Sub-lessee is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project.
- (c) Charges for water and any other utilities consumed by the Sub-lessee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (d) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Sub-lessee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.
- (e) The Sub-lessee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.
- (f) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Sub-lessee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

2.1 All payments mentioned in clause 2 above shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Sub-lessee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Sub-lessee in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter, the Association and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Sub-lessee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Sub-lessee owing thereto. Any amount payable by the Sub-lessee directly to any authority shall always be paid by the Sub-lessee within the stipulated due date in respect thereof.

2.2 The liability of the Sub-lessee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Sub-lessee.

3. **Right of Sub-lessee to use Common Areas and essential services:**

- (a) The Sub-lessee doth hereby agree and confirm to have acquired the Apartment on the specific understanding that his right to the use of Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, as billed in terms hereof by the Promoter or Facility Maintenance Agency or the Association of the Sub-lessee as the case may be and performance by the Sub-lessee of all his obligations in respect of the terms and conditions contained in this Deed and specified by the Maintenance In charge or the Association of Sub-lessee from time to time.
- (b) The Sub-lessee acknowledges that upkeep of the Common Areas and availing the essential services provided and maintained by the Maintenance In-charge is for the benefit of all the Apartment Acquirers in the Project and non-payment thereof by the Sub-lessee would adversely affect the services and maintenance and/or interest of the other Apartment Acquirers and as such in the event of any default on the part of the Sub-lessee in making timely payment of such CAM Charges, the Sub-lessee shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Sub-lessee shall not be entitled to avail of any of the facilities and/or utilities available to the Sub-lessee and the Maintenance In-charge (whether it be the Promoter and/or Facility Maintenance Agency and/or the Associations of the Sub-lessees as the case may be) shall be entitled to and the Sub-lessee hereby consents:

- (i) to withdraw the lift facilities and other common services and/or facilities to the Allotted Apartment of the Sub-lessee and/or to the members of its family including the Sub-lessee, visitors, servants and agents;
- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Sub-lessee by any tenant or licensee or other occupant in respect of the Allotted Apartment.
- (iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Sub-lessee etc.
- (iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges.

And such services and/or facilities shall not be restored until such time the Sub-lessee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

- 3. The Sub-lessee shall not do any act deed or thing whereby the Principal Lease granted by KMDA in favour of the Lessee or the leasehold interest of the Lessee in the said Premises or any part thereof is adversely affected or prejudiced or forfeited.
- 4. Upon expiry or sooner determination of this sub-lease or the renewal thereof under and in terms of clause _____ and its sub-clauses below, the Sub-lessee shall yield up and deliver to the Lessee vacant and peaceful possession of the said Allotted Apartment in a state free from all encumbrances subject to the rights of the Sub-lessee to receive the market value of the materials as contemplated in the Principal Lease.
- 5. The Sub-lessee shall at his own costs, keep the structure of its Allotted Apartment insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Sub-lessor shall not be liable or responsible in any manner therefor. Any repair, replacement or reinstatement of the Allotted Apartment shall be done and carried out by the Sub-lessee at his own costs and expenses and those that may be required to be done

and carried out for the exterior structure of the residential block shall be done and carried out by the affected Other Allottees at the costs and expenses to be shared by them proportionately and with the prior consent of the Promoter/Lessee which shall not be unreasonably withheld.

VI. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:

1. The Promoter and the Lessee agree and acknowledge that the Sub-lessee shall have the right to the Allotted Apartment as mentioned below.
 - (i) the Sub-lessee shall have exclusive sub-lease of the Allotted Apartment.
 - (ii) pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter and the Lessee as per their respective entitlements shall transfer leasehold title in the Common Areas to the Association of the Apartment Acquirers after duly obtaining the completion certificate from the competent authority as provided in the Act and the Sub-lessee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Apartment Acquirers (including the Sub-lessee herein) proportionately and the Promoter and the Lessee shall not be liable therefor in any manner and the Sub-lessee and the other Apartment Acquirers shall keep the Promoter and the Lessee fully indemnified with regard thereto;
 - (iii) the Sub-lessee shall use the Common Areas commonly with the Promoter and the Lessee and the persons permitted by them or any of them including maintenance staff etc., and as per the rules made in this respect.
2. **Single Unit:** The Sub-lessee agrees that the Allotted Apartment along with parking if any shall be treated as a single indivisible unit for all purposes.
3. **Past Outgoings:** The Sub-lessee acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Allotted Apartment to the Sub-lessee, which it has collected from the Sub-lessee, for the payment of outgoings (including those mentioned in the Deed), to the satisfaction of the Sub-lessee and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
4. **Maintenance of The Building / Apartment / Project:** Subject to the timely payment of the CAM Charges by the Apartment Acquirers, the Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. On its incorporation the Association shall be the Maintenance In-charge. The cost of such maintenance shall be payable by the Sub-lessee separately to the Maintenance In-charge.
5. **Right To Enter The Apartment For Repairs:** The Promoter/Lessee/ Association/Maintenance agency/Maintenance In-charge shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Sub-lessee agrees to permit the Promoter/Lessee/ Association/Maintenance agency/Maintenance In-charge to enter into the Allotted Apartment 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.

6. **Use of Services Area:** The service areas located within the Project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Sub-lessee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
7. **Compliance with Respect ToThe Apartment:**
 - 7.1 The Sub-lessee shall with effect from the Date of Possession of the Allotted Apartment is and shall be solely responsible to comply with the Common House Rules as per of the Sixth Schedule hereto and maintain the Allotted Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Allotted Apartment, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, club house or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Allotted Apartment and keep the Allotted Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
 - 7.2 The Sub-lessee further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas or Joint Common Areas. The Sub-lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Sub-lessee shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the Building. The Sub-lessee shall also not remove any wall including the outer and load bearing wall of the Allotted Apartment.
 - 7.3 The Sub-lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance In-Charge and/or maintenance agency appointed by it. The Sub-lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
 - 7.4 The Sub-lessee accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
8. **Additional Constructions:** The Sub-lessee agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project, owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by the competent authorities and upon complying with the applicable provisions of the municipal Act and/or Rulesand theReal Estate (Regulation and Development) Act, 2016 as amended and/or substituted, as well as the rules and regulations framed thereunder.
9. **Entire Contract:** This Deed and the Sub-leaseAgreement, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted Apartment. In case of any contradiction between the Agreement for Sub-lease and the Deed of Sub-lease, the terms of the Deed of Sub-lease shall prevail.

10. **Provisions Of This Deed Applicable On Sub-lessee/Subsequent Transferee:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent transferee of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.
11. **Waiver Not A Limitation To Enforce:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
12. **Severability:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Sub-lessee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
13. **Method Of Calculation Of Proportionate Share Wherever Referred To In The Deed:** Wherever in this Deed it is stipulated that the Sub-lessee has to make payment, in common with other Apartment Acquirers in the Project or wherever in this Deed the words "proportionate" or "proportionate share" or proportionately" or "pro-rata" are used, the same shall be the proportion which the net carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah, servant quarter/store room and/or open terrace as the case be bears to the net carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project Provided That for the purpose of calculation of the carpet area of the Open Terrace if attached to any Apartment, only 50% of the carpet area thereof shall be taken into consideration for calculation of the net carpet area of such Apartment inasmuch as the Promoter is charging the concerned allottee the price for 50% of the actual carpet area thereof at the same rate as that of the Apartment.
14. **Further Assurances:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
15. **Place Of Execution:** The execution of this Deed shall be completed only upon its execution by the parties.
16. **Notices:** That all notices to be served on the Sub-lessee and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Sub-lessee or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Sub-lessee and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Sub-lessee, as the case may be.
17. **Governing Law:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
18. **Dispute Resolution:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 as amended and/or substituted.

19. **Other Terms And Conditions:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.
20. **Compensation** – The Lessee/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land contained in the said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
21. **Renewal:**
 - 21.1 Under the Principal Lease granted by KMDA in favour of the Lessee in respect of the said Premises, the Lessee has right to renew the lease of the said Premises for a period of 99 years at the same annual rent of Re.1/- per cottah of the land area comprised in the said Premises or part thereof and on the same terms and conditions as contained therein save and except payment of premium paid thereunder and the renewal clause as also recited above.
 - 21.2 The Lessee shall obtain renewal of the Principal Lease as aforesaid and the Sub-lessee binds himself and covenants with the Lessee to contribute and pay to the Lessee proportionate share of the cost of stamp duty, registration fee and other expenses payable at the material time for such renewal and also the proportionate share of the costs charges and expenses, if any payable to KMDA for renewal of the Principal Lease (hereinafter jointly referred to as "the **Cost of Renewal**") within 90 days of the Lessee raising a demand in respect thereof upon the Sub-lessee for achieving such renewal. The word 'proportionate' or 'proportionate share' used in this clause shall mean the proportion in which the Carpet Area of the said Allotted Apartment may bear to the Carpet Area of the entire Project (including the healthcare block).
 - 21.3 After renewal of the Principal Lease, the Lessee shall at the costs and expenses of the Sub-lessee execute and/or register such appropriate document as may be required of for the use occupation and enjoyment of the Allotted Apartment by the Sub-lessee in continuity during the renewed period on the same terms conditions and covenants as contained herein save as to payment of premium and renewal clause.
22. **Future Construction:** It is agreed that in case due to any accident or natural calamity, the residential block or the entire Project gets demolished or is required to be demolished then as and when a new residential block is erected in its place, the Sub-lessee shall be entitled to hold the built-up space in such new residential block equivalent to the area of the present Allotted Apartment and in case the same area of the existing residential Block cannot be then constructed as per the laws then prevalent, then the Sub-lessee shall be entitled to hold proportionate carpet area in such new residential block. No premium or salami shall be then payable by the Sub-lessee to the Lessee nor any fresh deed shall be required to be executed for the purpose and such right and interest shall ipso facto vest in the Sub-lessee by virtue of the sub-demise made hereunder. It is made clear that the construction of the new building shall be carried out at the proportionate costs of the Sub-lessee and Other Allottees having similar rights and that in case any permission or sanction be required to be obtained from KMDA or the government departments or under any law for such construction, the same shall be obtained by the Lessee but at the proportionate costs of the Sub-lessee and Other Allottees having similar rights. The healthcare block shall be solely constructed by the Lessee.
23. **Acquisition or Requisition:** In case the said Allotted Apartment or any part thereof, at any time during the term hereby created, be acquired by the Central or State Government, or any authority under any Act or Ordinance for the time being in force and/or the rules framed thereunder, then and in such event this sub-lease shall stand determined and all

compensation that may be awarded by the Government or authority for the said Allotted Apartment shall belong to the Sub-lessee, and in case the said Allotted Apartment or any part thereof, at any time during the term hereby created, be requisitioned by the Central or State Government, or any authority under any Act or Ordinance for the time being in force and/or the rules framed thereunder, all compensation that may be awarded by the Government or authority for the said Allotted Apartment shall also belong to the Sub-lessee without affecting the sub-lease hereby created in any manner whatsoever.

SECTION-IV : SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO: **(said Premises)**

ALL THAT messuages tenements buildings and structures together with the pieces and parcels of land or ground thereunto belonging and appertaining thereto containing an area of 1.99 acre (121 Cottahs) more or less situate and lying at and being premises No. 354, Prantik Pally, Kolkata (formerly Plot No.I-8 within Hatisur Project Area) in East Kolkata Area Development Project, within Ward No. 107 of the Kolkata Municipal Corporation, Kolkata, Pin Code – 700107, Police Station Kasba, District South 24 Parganas, recorded in the name of the Lessee in the records of Kolkata Municipal Corporation Assessee No. 31-107-12-0990-1 and butted and bounded as follows:

On the North	:	Existing structure on North & North East Boundary;
On the South	:	15 mtrs wide road;
On the East	:	Existing structure;
On the West	:	10 mtrs wide road;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bordered called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO: **(ALLOTTED APARTMENT)**

ALL THAT the residential Apartment being Apartment No. _____ on the _____ floor having a carpet area of _____ Square feet more or less Together With its appurtenances being (a) Balcony/Verandah attached thereto having a usable area of _____ Square feet more or less, (b) open terrace if attached thereto having a usable area of _____ Square feet more or less (which open terrace for the purpose of calculation of the Maintenance Chargeable Area shall be deemed to be having a usable area of _____ Square feet and actually having a usable area of _____ Square feet more or less), alongwith a Store Room/Servant Quarter having a carpet area of _____ Square feet more or less, on the _____ floor in the Building at the said Premises No. 354, Prantik Pally, Kolkata – 700107 (the said Flat, the said Balcony/Verandah and the Open Terrace, if any are shown in the Plan annexed hereto, being **Annexure 'A'** duly collectively bordered thereon in "**Red**") TOGETHER WITH facility to park _____ numbers of medium sized motor cars _____ in the basement Level and _____ in the Ground floor Level of the Project each measuring about 12.5 sq. mtrs (location of such Parking Space(s) to be identified and designated by the Promoter at or before delivery of possession of the Allotted Apartment to the Allottee by the Promoter at its sole discretion). Be it mentioned that, the Maintenance Chargeable Area of the said Apartment (i.e. Unit with balcony and open terrace, if any) is _____ **Square feet more or less.**

THE THIRD SCHEDULE ABOVE REFERRED TO: **(COMMON AREAS/AMINITIES/FACILITIES)**

1. The foundation columns beams support, corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those reserved or be intended to be reserved for parking of motor cars/two wheelers as may be sanctioned by the appropriate



- authority or marked by the Promoter for use of any Allottee.
4. Entrance lobby in the ground floor of the building.
 5. Driveways in the open compound of the premises.
 6. Two staircases including lobbies on all the floors of the building upto top floor with Stair Mumty Room.
 7. Lifts, lift lobbies and their accessories installations and spaces required therefore.
 8. Standby one or more diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and generator space/room in the ground floor of the Project.
 9. Electrical wiring, meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Apartment) and space required for the meter boxes.
 10. Water pump and motor with installations and with water supply pipes from the underground water reservoir to overhead water tanks and with distribution pipes from over-head water tank connecting to different Apartments.
 11. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
 12. Water sewerage and drainage connection pipes from the Apartments to drains and sewers to the municipal drain.
 13. Common toilet in the ground floor and ultimate roof of the premises.
 14. Space for darwan/security guard.
 15. Requisite arrangement of intercom/EPABX with connections to each individual Apartment from the reception in the ground floor.
 16. Windows/doors/grills and other fittings of the common areas of the Project.
 17. Ultimate Roof other than those portions thereof required for putting signage, neon light or advertisement material of this Project or other real estate Projects of the Promoter or its sister concern and for utilities.
 18. Fire Fighting system.
 19. Open Terrace (1st Floor)
 20. Recreation Area / Banquet Area with Toilet (Ladies & Gents)
 21. Lounge or function Area with Kitchen/pantry
 22. Swimming Pool with Open Terrace (Open to Sky Passage connected to lounge / pre function area and multipurpose area)
 23. Physically Challenged Toilet
 24. Undivided 80% Land contained in the premises.
 25. Boundary walls.
 26. Solid Waste Management
 27. Gas Bank
 28. STP

Be it mentioned that the common spaces described above would pertain to the Residential section of the project and also exclude the above items that pertain to the Healthcare/ commercial section of the project.

Be it also mentioned that certain common areas facilities and amenities shall be common between the residential building and healthcare building of the Project and the same shall be identified by the Promoter prior to completion of the Project;

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc. and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work

of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping paths, passages and driveways in good repair and clean and tidy and edged where necessary and clearing the same when necessary.
5. Paying a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Maintaining and operating the Standby Diesel Generator Set(s).
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual sublessees/occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Allottee of any flat.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
17. After formation and operational of the Association, employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the sublessees/occupier of any Apartment.

19. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
22. The common expenses would include lease rent, electricity charges of the common area, AMC of equipment/ facilities, fuel and other consumables for the equipment/ facilities, security services, manpower engaged or charges for services of agency engaged for the common area, services and facilities ie. all expenses towards all the facilities and services for common use of the Allottees (running cost, maintenance and replacement cost as well as procurement cost).
23. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Maintenance Deposit to be held by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
24. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Other Allottees and with the terms of this Schedule.

The common expenses would exclude expenses specifically pertaining to healthcare/ commercial section of the Project. Any expenses incurred that is common for both residential and healthcare/ commercial portions would be apportioned as determined by the Promoter.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Facts about Devolution of Title to the said Premises)

- A. By a Deed of Lease dated 9th May, 2008 made between The Kolkata Metropolitan Development Authority as lessor therein and the Lessee hereto as lessee therein and registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 24, Pages 3436 to 3457, Being No. 08495 for the year 2009 (hereinafter referred to as "the **Principal Lease**"), the Kolkata Metropolitan Development Authority (hereinafter referred to as "the **Lessor/KMDA**") for the premium or salami therein mentioned and for the annual rent thereby reserved, demised and transferred unto and to Global Care Hospital, being the Lessee hereto, **All That** the piece or parcel of land measuring 1.99 acres more or less situate lying at and being Plot No.I-8 in Hatirsur Project Area (now known as No. 354 Prantik Pally, Kolkata) in Mouza Kasba, Police Station - Kasba, District South 24 Parganas (morefully described in the **FirstSchedule** hereinabove written and herein defined and referred to as "the **Project Land**") for a term of 99 years commencing on and from 2nd February, 2006 with option for automatic renewal for another term of 99 years on the terms conditions and covenants therein contained.
- B. Certain salient terms and conditions of the said Principal Lease are, inter-alia, mentioned herein below:
 - (i) The Lessee shall not sub-divide or sub-let the project land or any building erected or to be erected thereon, without previous consent in writing of the Lessor and the Lessor shall have the right and be entitled to refuse its consent at its absolute discretion. But the Lessee, in relaxation of the provisions shall be permitted to sub-lease not more than 80% of the land and/or sub-let not more than 80% of the super

structure to be constructed on the said land to any subsidiary/associate companies/ firms/ institutions belonging to KPC Group of companies having similar and/or other objects for which the lease is granted on payment of an amount of 10% of the existing rate of entire land as to be determined by the competent authority as processing and servicing charge.

- (ii) Save as stated above, the Lessee will not transfer or assign the project land or any constructions erected thereon or any part thereof by way of transfer and/or gift. The Lessee, however, is permitted to create mortgage or charge on the project land for borrowing fund from financial institutions or corporate bodies for the purpose of construction of its building or for its business set up.
- C. Subsequently certain disputes and differences arose between the Lessee and KMDA with regard to the Project Land, pursuant to the Lessee filed a Writ Petition before the Hon'ble High Court at Calcutta vide W.P. No. 19228(W) of 2009 against KMDA & Others seeking various reliefs therein contained. During the pendency of the said Writ Petition the Lessee and KMDA decided to amicably settle the dispute on some terms and conditions to be reduced in writing and by Order dated 13.01.2010 passed by the Hon'ble High Court at Calcutta, the writ petition was, inter-alia, dismissed as withdrawn with liberty to file afresh in the event the negotiations fail. Subsequently, the Lessee and KMDA amicably settled the issues under the said Writ Petition and executed a Terms of Settlement on 4th June 2010 ("**said Terms of Settlement**") on, inter-alia, the following terms:
- (i) The Lessee would jointly or severally develop the Project Land for the use of healthcare, residential, hospitality and related use. The Lessee may also sub-lease/sub-let the super structure to be constructed on the Project Land to any of its subsidiary/associate company/institution, individual, companies, etc. having objects of pharmaceutical, chemical, healthcare, hospital, health tourism, hospitality services maximum to the extent of 80% of the total land and in payment of privileged fees.
- D. In view of delay in construction at the Project Land, the Lessor raised certain demands upon the Lessee, and on or about 3rd August 2018, the Lessee paid the same to KMDA all penal charges for delay in construction together with penal interest and GST thereon, which was duly accepted by KMDA.
- E. In or about the year 2019, the Lessee applied to the Kolkata Municipal Corporation for sanction of building plans for construction of new building(s) at the Project Land.
- F. The Lessee was in the look-out to appoint a developer for construction of new buildings at the Project Land as it did not have expertise for the same, when in or about the year 2021, the Promoter agreed to develop the Project Land for the purposes and uses allowed in terms of the said Principal Lease as modified by the said Terms of Settlement (hereinafter collectively referred to as "**the Principal Modified Lease**") subject to payment of necessary service charges to the Lessor for the consideration and on the terms and conditions agreed between them.
- G. The Lessee obtained sanction from the Kolkata Municipal Corporation for construction of a new building at the Project Land vide Building Permit No. 2022120248 dated 10.08.2022.
- H. Thereafter, in order to obtain relaxation for change of purpose/use of 80% of the Project Land and right to sub-lease of 80% of the structures to be constructed thereon with appurtenant land, under and in terms of Clause 2(vi) of the said Principal Lease as modified by the said Terms of Settlement dated 4th June 2010, on or about 26th December 2023, the Lessee paid to KMDA (i) service charge for change of purpose/use (calculated @30% of the land value), (ii) service charge for right to sub-lease of 80% of the structure to be constructed on the Project Land (calculated @8% of the land value, i.e. 10% of 80% of land value) and (iii) applicable GST, which were duly accepted by KMDA.

THE SIXTH SCHEDULE ABOVE REFERRED TO:**(Common House Rules - Sub-lessee's Covenants For Usage of the Allotted Apartment)**

1. After the Sub-lessee has taken over possession of the Allotted Apartment, the Sub-lessee as a separate covenant has agreed:
 - a) To co-operate at all times with the other Sub-lessee/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project.
 - b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project.
 - c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
 - d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of concerned authority within 03(three) months from the date hereof.
 - e) To keep the Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, landscaping, staircases, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner.
 - f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, concerned Municipality/Panchayat/Authority, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other instalations and amenities at the Project.
 - (g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.
2. The Sub-lessee hereby further covenants by way of negative covenants as follows:
 - a) NOT to sub-divide the said Allotted Apartment or the facility to park at Parking Space or any part thereof.
 - b) NOT to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee's enjoyment of the Allotted Apartment.
 - c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.
 - d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.
 - e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such

installation.

- f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.
- g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.
- h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.
- i) NOT to permit any sub-lease by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.
- j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.
- k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- l) NOT to close or permit the closing of verandahs or balconies or the Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In- charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and / or the Architect.
- n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.

- p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottee and all Other Allottees shall jointly be entitled to avail of the central antenna facilities if so provided by the service providers to them at their costs.
- q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- r) NOT to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the Project.
- s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.
- t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.
- u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.
- v) NOT to install any dish-antenna on the balcony and/or windows of the Said Building;
- w) NOT to install any type of air-conditioners (window or split) on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall, save at the place specifically earmarked by the Promoter for the same.
- x) NOT to install any collapsible gate on the main door/entrance of the Said Apartment;
- y) NOT to misuse or permit to be misused the water supply to the Allotted Apartment;
- z) NOT to hang or cause to be hung clothes from the balconies of the Allotted Apartment.

3. Sub-lessee's Covenants For Usage of the Parking Space, if allotted:

- a) The Parking Space if allotted to the Sub-lessee shall be used only for the purpose of parking of a passenger car or two-wheeler as the case be of the Sub-lessee and shall not be used for any other purpose whatsoever.

- b) The Sub-lessee shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.
- c) The Sub-lessee shall not park nor shall permit anybody to park car or two wheeler in his Parking Space in a manner, which may obstruct the movement of other car(s)/two wheeler(s) nor shall park car/two wheeler on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.
- d) In the event of the Sub-lessee washing car or two wheeler or permitting anybody to do so in that event it will be obligatory on the part of the Sub-lessee to clean up the entire space.
- e) The Sub-lessee agrees not to grant, transfer, let out or part with the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Sub-lessee may grant transfer let out or part with the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Apartment Acquirer of the Building and none else.
- f) The Sub-lessee agrees and consents that the Parking Space/s provided in the Project are for the benefit of all the Other Allottee/s or occupant/s of the Project. The Parking Space/s have to be earmarked to the Other Allottees for facilitating the smooth functioning and use of Parking Space/s. In the absence of such earmarking of Parking Space/s, the use of the Parking Space/s would result in disharmony and periodical disputes amongst the Other Allottees/occupants of the various Apartments. In view of the same the Sub-lessee hereby irrevocably authorizes the Promoter to earmark Parking Space/s to the Sub-lessee at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Other Allottees/Occupants of the various Apartments. The Sub-lessee further declares that they are bound by such earmarking of Parking Space/s by the Promoter and will not question the authority of the Promoter in doing so or desist from making any issue or claims in respect thereto.
- g) The Sub-lessee agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.

4. **Additions or Replacements:** As and when any plant and machinery, including but not limited to, transformer, electrical sub-station, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Sub-lessee agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Apartment Acquirers does not include the above cost.

5. Maintenance and Association

- 5.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association the Promoter will hand over management for maintenance of the Project to the Association for which the Sub-lessee may be required to execute an instrument. The Sub-lessee will be required to complete the formalities of becoming a member of the Association. The Sub-lessee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas in the Project.
- 5.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Sub-lessee

and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Sub-lessee.

- 5.3 For availing essential services and maintenance of the Common Areas, the Sub-lessee shall be liable to remit per month the CAM Charges to the Promoter or the Facility Maintenance Agency and upon its formation to the Association.

6. Interim Maintenance Period:

- 6.1 During the interim maintenance and providing essential services period between Maintenance Commencement Date (i.e. after obtaining of the completion certificate of the Project) till formation and operationalization of the Association, the Promoter itself or through a Facility Management Agency shall provide and maintain essential services in the Project.
- 6.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the Facility Management Agency with such restrictions as it deems fit and proper and all the Sub-lessee are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- 6.3 For the avoidance of any doubt, it is clarified that if within the time period of 90 days specified by the Promoter in the notice issued by the Promoter to the Sub-lessee and the other Apartment Acquirers, the Apartment Acquirers fails and/or neglects to take over from the Promoter the responsibilities of maintenance of the Project and providing essential services to the Apartment Acquirers thereof then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Apartment Acquirers including the Sub-lessee hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Sinking Fund Deposit amount made by the Sub-lessee without any interest thereon, after adjusting all amounts then remaining due and payable by the Sub-lessee to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Sub-lessee, for the purposes therefore.
- 7. Conditions on Transfer by Sub-lessee:** The Sub-lessee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Sub-lessee to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Sub-lessee from the Maintenance In-charge.
- 8. Right to put Neon-Sign etc. by Promoter:** The Sub-lessee shall allow the Promoter and the Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.
- 9. Indemnity by Sub-lessee:** The Sub-lessee shall be and remain responsible for and to indemnify the Promoter, the Lessee, the Maintenance-in-Charge and the Association against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Sub-lessee or suffered by the Promoter or the Lessee or the Maintenance In-charge or the Association or the Federation of Association as a result of any act of omission or negligence of the Sub-lessee or the servants agents licensees or invitees of the Sub-lessee

and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Sub-lessee.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Easements)

- A. The Sub-lessee shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Allotted Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Lessee and other persons deriving right, title and/or permission from them, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- (i) The right of access and use of the Common Areas in common with the Promoter, the Lessee and/or Other Allottees and the Maintenance In-charge and/or persons permitted by the Promoter and the Lessee for normal purposes connected with the use of the Allotted Apartment, subject to the house rules.
 - (ii) The right of protection of the Allotted Apartment by and from all other parts of the Building so far as they now protect the same.
 - (iii) The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Allotted Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Allotted Apartment.
 - (iv) The right of the Sub-lessee with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Allotted Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Allotted Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Sub-lessee's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby, without damaging the other parts of the building.
 - (v) All the above easements are subject to and conditional upon the Sub-lessee paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Sub-lessee under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Sub-lessee to be observed and performed hereunder.
- B. The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Promoter and the Lessee and other persons deriving right, title and/or permission in respect thereof from them:
- (i) The right of access and use of the Common Areas in common with the Sub-lessee and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - (ii) The right of flow in common with the Sub-lessee and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Allotted Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Allotted Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other

part or parts of the Project.

- (iii) The right of protection of other part or parts of the Building by all parts of the Allotted Apartment as the same can or does normally protect.
- (iv) The right as might otherwise become vested in the Sub-lessee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- (v) The right with or without workmen and necessary materials to enter from time to time upon the Allotted Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Buildings and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Buildings (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter, the Lessee, the Maintenance In-charge and Other Allottees of other part or parts of the Project shall excepting in emergent situation give to the Sub-lessee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed those presents at Kolkata in the presence of attesting witness, signing as such on the day, month and year first above written.

SIGNED SEALED AND DELIVERED on behalf of the within named **PROMOTER, KPC RESIDENCY PRIVATE LIMITED** by its Director named above at Kolkata.

KPC RESIDENCY PRIVATE LIMITED

Shapna Ray
Director

SIGNED SEALED AND DELIVERED on behalf of the within named **LESSEEGLOBAL CARE HOSPITAL** by its constituted attorney named above at Kolkata.

EXECUTED by the within named **SUB-LESSEE** at Kolkata.

Witnesses to the above executants:

Drafted by me and approved by the Parties:

.....
Ankit Shroff, Advocate
C/o Pankaj Shroff & Co., Advocates
Diamond Heritage, N611, 6th floor,
16 Strand Road, Kolkata - 700001
Enrolment No. WB/1095/2007
Calcutta High Court

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Sub-lessee/s the within mentioned sum of Rs. _____/- (Rupees _____) only being the consideration in full payable under these presents as per memo below:

MEMO OF CONSIDERATION

1. By appropriation out of the various amounts paid by the Sub-lessee/s to the Promoter from time to time by various instruments in terms of the Sub-lease Agreement.
2. By way of TDS @ 1%

Rs. _____

Rs. _____

Total : Rs.....
(Rupees only)

Witnesses:

(Promoter)

DATED THIS DAY OF 2025

BETWEEN

KPC RESIDENCY PRIVATE LIMITED

... PROMOTER

AND

GLOBAL CARE HOSPITAL

... LESSEE

AND

.....

... ALLOTTEE/SUB-LESSEE

DEED OF SUB-LEASE

(Apartment No. ____ - ____)

PANKAJ SHROFF & COMPANY

Advocates

**16, Strand Road,
"Diamond Heritage"
Unit N611, 6th floor,
Kolkata – 700 001**