

AGREEMENT

Government Valuation	Rs./-
Actual Valuation	Rs./-
Stamp Duty	Rs./-
Registration	Rs./-

THIS AGREEMENT ("AGREEMENT") is entered into at Aurangabad on this _____ day of _____ 2020.

BETWEEN

M/s. Shri Arch Developers, a company registered under the provisions of the Companies Act, 1956, having its registered address at Shop No. 13, City Pride, Mondha Naka, Jalna Road, Opp. Gurudwara Gate, Aurangabad through its Authorized partner Shri. Sushil Kamalnayan Bharuka, Shri. ManojHiralal Bhandari & Shri. Rajesh Kamalnayan Bharuka.

(Hereinafter referred to as **"THE LESSEE"** which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **First Part**.

AND

Mr. Sushil KamalnayanBharuka.

Age: 53 Years, Occ.:Business

R/o.: Plot No. 402, N-1, E-Sector,

Cidco, Aurangabad.

PAN :ABUPB8064A

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 in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and incase of a limited company, its successors and permitted assigns) of the **SECOND PART**;

THE LESSEE and THE SUB- LESSEE are hereinafter individually referred to as **"the Party"** and collectively as **"the parties"**).

WHEREAS :

- A. By a agreement to lease dated 25.06.2019 made and executed between Maharashtra Industrial Development Corporation ("MIDC") therein referred to as "the Lessor" and M/s. Shri Arch Developers, therein referred to as ("the Lessee") and registered with the Sub Registrar of Assurances under Serial No. AGG-5-2966 of 2019, the Lessor therein demised all that piece and parcel of land known as Plot No. P-15 admeasuring 5000 Sq. Mtrs. in Shendra Five Star Industrial Area, within the village limits of Shendra Jahangir, outside limits of Aurangabad Municipal Corporation and Taluka and Registration Sub District Aurangabad, more particularly described in the **First Schedule** hereinunder written together with the structure/s thereon and/or to be constructed thereon (hereinafter referred to as "the Larger Land") in favour of the lessee therein for a term of ninety five) years commencing from _____ on the terms & conditions stated therein and subject to renewal clause as provided therein (hereinafter referred to as "the MIDC Deed").
- B. The Larger Land was subsequently sub divided by MIDC into different plots and the area of Plot no. P-15 was subsequently revised to about 5000 Sq. Mtrs. and an application was made by M/s. Shri Arch Developers for change of user of the revised Plot No. P-15 admeasuring 5000 Sq. Mtrs. (hereinafter referred to as "the said Land") from industrial to residential and commercial user.
- C. By a letter dated _____, MIDC granted necessary permission for conversion of a portion of the said land admeasuring about _____ Sq. Mtrs. from industrial use to commercial use. The entire conversion / premium amounts for conversion have also been

paid to MIDC. The said land was then sub divided by MIDC and allotted new plot numbers. One of the plots granted permission for commercial use is plot No. P-15 admeasuring 5000 Sq. Mtrs.

- D. By an application made by M/s. Shri Arch Developers on _____, MIDC under its letter No. _____ dated _____ granted consent / no objection for assignment of Plot No. P-15 in favour of THE LESSEE subject to payment of Rs. _____/- by way of premium thereof and as a term thereof, the said sum of Rs. _____/- was paid by THE LESSEE.
- E. By a Deed of Assignment dated _____ made and entered into between M/s. Shri Arch Developers, therein referred to as THE LESSEE of the First Part, _____, therein referred to as _____ / Confirming Party 1 of the Second Part, _____, therein referred to as _____ / Confirming Part 2 of the Third Part, _____, therein referred to as Sub- Lessee(the party of the One Part therein) with the Sub Registrar of Assurance at Aurangabad under Serial No. _____ of _____, the said _____ assigned into _____. all that piece and parcel of the Land bearing Plot No. P-15 admeasuring 5000 Sq. Mtrs. together with the structure standing thereon in the Shendra Five Industrial Area, within the village limits of Shendra Jahangir, outside limits of Aurangabad Municipal Corporation and Taluka and Registration Sub District Aurangabad, more particularly described in the **Second Schedule** hereunder written and as shown in red colour boundary line on the plan annexed as **Annexure "A"** hereto (hereinafter referred to as the "said Property") on the terms and conditions stated therein.
- F. THE LESSEE desirous to construct commercial as well as office complex on the said property and had applied for construction permission before MIDC, Aurangabad. On the application made for construction permission by THE LESSEE, the Executive Engineer (Civil Division), MIDC, Aurangabad, vide his letter No. A/04887 dated 03.01.2020 granted approval of the commercial + residential building plans on the said property. The permission granted by the authority is in relation to the complex which consists of one building and each building contains Ground + Seven Floors. The said commercial/shopping centre comprises of parking, ground floor + seven floors which will be known as **"Arch Crystal"**.
- G. THE LESSEE has started construction of the said commercial + residential complex known as Arch Crystal in pursuance to the construction permission granted by the Executive Engineer (Civil Division), MIDC, Aurangabad, but thereafter Lessee has made an application to MIDC, Aurangabad, for revised construction permission and approval of revised building plans. On receipt of the said application MIDC has granted Revised Building Permission & granted approval to Building Plans vide Order No. _____ dated _____. The basement of the Arch Crystal will be reserved for parking space and will be used by the occupants as well as visitors of the shopping centre/Complex. The copies of the approved revised building plans dated _____ is enclosed herewith as **Annexure 'B'**.
- H. THE LESSEE has informed to THE SUB- LESSEE that the Construction of the said complex "Arch Crystal" will be carried out in Phase manner and In Phase - I Buildings, namely **Arch Crystal A-wing & Arch Crystal B-wing** will be constructed, and Phase - II developments will be undertaken in future.

- I. THE SUB- LESSEE approached to THE LESSEE of desiring of purchasing and acquiring shop premises / office premises bearing No. _____ admeasuring _____ **Sq. mtrs. carpet area** on the _____ Floor in _____ building in the Arch Crystal, more particularly, described in the third schedule herein written (hereinafter referred to as "said premises"). THE SUB- LESSEE confirm that the carpet area of the said shop/unit no. _____ located on _____ is inclusive of floor & niche area and THE SUB- LESSEE has inspected the sanctioned building plans and also revised building plans approved from Competent Authority. The Revised Construction Permission which has been approved by MIDC shall be binding upon Sub-Lessee. THE LESSEE has agreed to assign and transfer said shop/unit/ premises to THE SUB- LESSEE at or for lumpsum price/consideration of Rs. _____/-(Rupees _____ only). The specifications and detailed area statement of said unit alongwith floor plan of the said building namely Eldora in Golden City Centre is enclosed herewith as "**ANNEXURE C**".
- J. Adv. Shankar S. Adawale issued Search & Title Report **dated 07/02/2020** relating to the title, right and interest of THE LESSEE in relation to the said party. A copy of said Search & Title Report is annexed herewith as **Annexure "D"**.
- K. THE LESSEE has given inspection to THE SUB- LESSEE of all the documents of title pertaining to the said property as also the plans, designs and specifications pertaining to the commercial & office building and has also furnished photocopies of relevant title deeds to Sub- Lessee. THE SUB- LESSEE has independently investigated the title of Lessee to the said premises and the entitlement and authority of Lessee to construct the Commercial + residential building on the said property and has completely satisfied himself/herself/itself and unconditionally accepted the same.
- L. The present layout, design, elevation, plans etc of the commercial building may be required to be amended from time to time by Lessee as the same is part of the development of the said property and Sub- Lessee has entered into the present Agreement knowing fully well that, the scheme of development proposed to be carried out by Lessee on the said property may take very long time, therefore, Lessee may require to amend, from time to time, the plans, layout, design, elevation etc as Lessee may consider necessary or as may be required by the Government, the statutory authorities or any other local authority and Sub- Lessee has no objection to Lessee making such amendments. Lessee reserves the right to modify / amend the sanctioned plans from time to time for which no consent in writing of THE SUB- LESSEE will be required, unless it adversely affects the said premises or amenities agreed to be acquired by Sub- Lessee. The modification or substitution of building plan has been seen, verified, approved and confirmed by THE SUB- LESSEE and Sub- Lessee shall not raise any dispute or make complaint about revision of building plans and/or about in respect of carpet area and/or boundaries of said unit or definition as included herein on any ground whatsoever.
- M. Lessee has disclosed to Sub- Lessee that, the transaction hereby contemplated is subject to the approval of MIDC and that, Lessee shall make necessary application to MIDC at the costs and expenses of Sub- Lessee and assist Sub- Lessee in obtaining permission /no objection certificate of MIDC for final deed of Sub- Lease of the said premises to Sub- Lessee ("**MIDC**

NOC).THE SUB- LESSEE is also made aware of the MIDC Circular bearing no. A55031 dated 18/02/2014 and Circular bearing no. A12236 dated 12/01/2016 pertaining to transfer/ Sub-Lease of units. The present agreement is subject to the guidelines of said MIDC Circular and same shall be binding upon THE SUB- LESSEE.

- N. The parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The aforesaid recitals shall be an integral part of the operative portion of this Agreement.

1. THE LESSEE shall construct the building/ complex known as "Arch Crystal" comprising of Ground and 7 Nos. of Floors or more upper floors on the said property and more particularly described in the Second Schedule hereunder written which is in accordance with the plans, designs, specifications, approved by the Concerned local authority / MIDC and revised building plan submitted for approval to the concerned authority which has been seen, verified and by THE SUB- LESSEE with such variations and modifications as THE LESSEE may consider necessary which is reflected in the revised building plan or as may be required by the Concerned authority/ MIDC to be made in them or any of them.THE LESSEE shall be entitled to revise the building plans and reserved its right to amend, modify buildings, get them sanctioned from the MIDC and construct the additional floors by utilizing the balance / additional FSI / TDR of the said property and building(s) anytime in future;
2. That Subject to terms , conditions and covenants contained in the MIDC Deed of Sub-lease, and receipt of MIDC NOC and also terms and conditions herein contained, THE LESSEE has hereby agrees to sub-lease and transfer in favour of Sub-Lessee,the said Premises at Arch Crystal being Unit No. _____ admeasuring ____ Sq. mtrs. carpet area on the _____ of _____ building known as **Arch Crystal**, more particularly described in the Third Schedule hereunder written and as shown in hatched lines on the floor plan annexed as **Annexure "C"** hereto (hereinafter referred to as the "said Premises") situated on all that piece and parcel of land known as P-15 admeasuring 5000 Sq. Mtrs. in Shendra Industrial Area, within the village limits of Shendra Jahangir, outside limits of Aurangabad Municipal Corporation and Taluka and in the Registration Sub District Aurangabad, more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said Property") and Lessee hereby permits Sub- Lessee with the other occupants/transferees, the right of ingress and egress to and from the said Property to the said Premises and together with the right to use and utilise the common areas (subject to the restrictions contained herein) and common amenities and common equipment, amenities and fixtures as provided hereinafter in the said Building, for theresidual term of the MIDC Deed commencing from the Date of possession or on receipt of all the payments of all sums hereunder agreed to be paid by Sub- Lessee to Lessee whichever is later (hereinafter referred to as "the said Term"). The Draft of formal Deed of Sub-Lease to be executed in his/her/ its favour which is settled, drafted and approved by MIDC, which is annexed and marked as " _____" hereto. The Deed of Sub-Lease will be executed by the Lessee and Sub-Lessee on obtaining completion of project or obtaining part Building Completion Certificate from MIDC and on subject to payment of entire consideration by

Sub-Lessee to Lessee and also subject to payment of whole premium amount by Sub-Lessee to MIDC plus other charges as per this agreement. The terms and conditions of Deed of Sub-Lease will be binding on sub-lessee and is part and parcel of this agreement.

3. THE SUB- LESSEE has agreed to pay the total consideration/ premium amount of Rs. _____/- (Rupees _____ Only) towards the said shop/ premises to THE LESSEE and Sub- Lessee prior to execution of this agreement has paid Rs. _____/- (Rupees _____ only) as to Arch Crystal. The Arch Crystal has transferred said amount to Lessee and Lessee acknowledges and admits the receipt of total consideration received by Sub- Lessee and THE SUB- LESSEE has paid the consideration amount to Lessee as under :-

Sr.No	Cheque No.	Date	Amount
1			
2			
3			
TOTAL AMOUNT			/-

Sub- Lessee shall make payment of the aforesaid installments of the Consideration amount within 7 (seven) days from the date of receipt of letter addressed by Lessee calling upon Sub- Lessee to make payment. In the event if Sub- Lessee fails to make payment within such 7 (seven) days ("**Payment Notice**"), then and in such an event, Lessee shall to issue a reminder for payment of such amount and in such an event, Sub- Lessee shall be liable to make such payment within 7 (seven) days from the date of such reminder ("**the Payment Reminder Notice**").

4. THE LESSEE has disclosed to Sub- Lessee that, the present agreement is subject to the MIDC rules and regulations and Circular bearing No. A55031 dated 18/02/2014 and Circular bearing no. A12236 dated 12/02/2016 issued by MIDC. Some of the highlights of the said Circular which are binding upon Sub- Lessee and Lessee is mentioned hereunder:-

a. THE SUB- LESSEE shall have to pay minimum Differential premium @ 10 % of the proportionate area transferred to THE SUB- LESSEE or pay Transfer Charges of Applicable Industrial Zone A, B,C, D, E etc whichever is higher for the purpose of Transfer/ Sub- Lease of Units.

b. THE SUB- LESSEE shall have to use the unit for the purpose for which it is transferred / Assigned and that said unit cannot be transferred/ assigned further within 2 years from the date of commencement of Commercial Use.

c. THE SUB- LESSEE/s, after more than 80 % of Total Units comprising of shops, offices, Restaurants spaces, etc are transferred/ Assigned to the respective Unit Holders, have to form Co-operative Society for the said complex. The Said Society shall have to be registered within a period of 3 months from the date of recognition granted by MIDC. All the necessary charges for the purpose of registration of Society shall have to be borne by Sub-Lessee/s.

d. Till the date of formation of Co-operative Society, THE LESSEE have to bear the necessary MIDC charges.

e. In the event of Sub-lessee wants to obtain loan and mortgage units, with any Financial Institution or Bank, then same will be mortgage till the unexpired residual period of lease with consent of MIDC as prevailing MIDC rules and regulations and for the purpose of loan / mortgage, Quadripartite Agreement will be executed between MIDC as Lessor, Lessee, Sub-Lessee and Bank/ Financial Institution.

f. All internal developments such as Roads, Water connections, harvesting, storage, etc. such other development works will be done by Lessee.

g. In the event of further transfer by way of Sub-Lease from Sub-Lessee to Second Sub-Lessee, Third Sub-lease and so on, the Sub-Lessee shall be required to pay as per MIDC rules and regulations premium / transfer charges to MIDC and Consent Order will be issued by MIDC.

5. THE LESSEE shall make necessary application for the transfer/ Sub- Lease of the premises, after receipt of entire consideration amount from Sub- Lessee, to MIDC at the cost and expenses of Sub- Lessee and shall obtain NOC/ Transfer / consent Order for the Deed of Sub-Lease after THE SUB- LESSEE fulfills the obligations and covenants of this agreement. It is clarified that, the transaction hereby contemplated shall be completed only pursuant to such permission / no objection certificate to be issued by the MIDC. Any charges payable to the MIDC for obtaining such permission /no objection shall be borne and paid by Sub- Lessee. In the event MIDC does not approve transfer of the said Premises to Sub- Lessee as contemplated herein for any reason whatsoever, then Lessee shall refund all the monies paid hereunder without any interest to Sub- Lessee and thereupon notwithstanding anything contained herein, this Agreement shall forthwith and automatically stand cancelled as if the same was never entered into and neither parties shall have any claim of whatsoever in nature against the other. It is clarified that, the responsibility of Lessee in obtaining MIDC NOC will be only for the transaction hereby contemplated at the costs and expenses of Sub-Lessee. It is clarified that, Lessee shall not be required to spend any amounts by whatever name called and payable to MIDC or any other parties towards procuring the MIDC NOC and the same shall be borne and paid by Sub- Lessee.
6. THE SUB- LESSEE shall make all payments of the Consideration and/or all other amounts due and payable to Lessee through an account payee cheque /demand draft / pay order / wire transfer / any other instrument drawn in favour of Lesseeor in such other name as Lessee may direct. Sub- Lessee agrees and confirms that, the payment of amounts / installments stated herein shall be made on the due dates, without any delay or default, in terms of this Agreement. Sub- Lessee agrees that, the time for payment is the essence of the contract. An intimation forwarded by Lessee to Sub- Lessee that, a particular stage of construction is completed shall be sufficient proof that, a particular stage of construction is completed.
7. That for the purpose of Sub-Lease, THE SUB- LESSEE is at liberty to take financial assistance or loan from any Financial Institution or Bank for the payment of balance consideration amount as per MIDC rules and circular dated 18/02/2014 and Circular dated 12/02/2016. In case of financing arrangement from Bank or Financial Institution for the purpose of Sub-Lease, the Sub-Lessee undertakes to direct such bank or Financial Institution to disburse/ pay consideration amount and other charges which are payable and due from Sub-Lessee, to the Lessee by an account payee cheque/ demand draft drawn in favour of “ _____”. Any

failure to pay such amount shall be construed as a breach on the part of Sub-Lessee and in that event Lessee shall be entitled to terminate this agreement and forfeit the Earnest money paid by the Sub-Lessee.

8. The Premium / Consideration amount stated herein shall be exclusive of all taxes, levies, duties, cess etc. Any of the taxes including Service Tax and/or Value Added Tax (VAT), Goods and Services Tax (GST) (if and when made applicable), levies, duties, cesses, MIDC transfer charges, service charges etc whether applicable/payable now or become applicable/payable in future), whether on the Premium/ Consideration or on other amounts payable under this Agreement shall be borne and paid by THE SUB- LESSEE alone and Lessee shall not be liable, responsible and/or required to bear and / or pay the same or any part thereof under any circumstances.
9. THE SUB- LESSEE hereby declares that before execution of this Agreement, THE LESSEE has made full and complete disclosure and THE SUB- LESSEE has taken full, free and complete inspection of particulars and disclosure of the following :-
 - a. Nature of Lessee's right, title, interest, etc to the said property/ premises described in the Second & Third Schedule hereunder written and all encumbrances, if any thereto, alongwith all relevant documents.
 - b. All plans and specifications duly approved and sanctioned by the MIDC and Revised Building Plans duly approved and sanctioned by the MIDC
 - c. Nature and particulars of fixtures, fittings and amenities to be provided in the Complex/ building to be constructed on the said property;
 - d. The nature of organization of persons to be constituted and for the management of complex being either a Co-operative society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or Association of Unit holders as per Apartment Act, 1970;
 - e. THE LESSEE shall be constructing building named "Arch Crystal" on the said property described in Second Schedule hereunder written consisting of Ground plus 7floors and if permitted additional floors.
10. THE SUB- LESSEE hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by THE LESSEE as aforesaid, THE SUB- LESSEE with full knowledge thereof entered into this agreement.
11. THE SUB- LESSEE acknowledges that, he/she/it is aware that, such similar demises are made/shall be made of the other offices in the Building to other Sub- Lessees and Sub-Lessee hereby confirm the same and warrants that, such Sub- Lease are binding on Sub-Lessee herein and his successors/assigns/nominees. In addition to the aforesaid, Sub- Lessee undertakes, warrants and covenants not to object such /Sub- Lease /transfer to or permission granted by Lessee to exclusively or otherwise, use the said unit or otherwise. THE LESSEE has reserve its right to execute Declaration Deed as per Apartment Act, 1970, if need arises in respect of common amenities and facilities to be provided in the Complex and for the better understanding of the parties. The detailed description and specification of amenities and facilities will be disclosed in the said Deed of Declaration, if need arises.

12. THE SUB- LESSEE agrees and gives his/her/their irrevocable consent that THE LESSEE shall have a right to make additions amendments and alterations in the building plans and/or to the said Complex or any part thereof for any user or to change the user (Excluding the said unit) including to raise additional storey or structures on the said property or open parts of the said complex including on the terrace at any time either before or after transfer of the property and such right shall include this right to use the FSI or the additional FSI which may be available in respect of the said property at any time in future or to make such amendments/ alterations in the sanctioned plans as may be permitted by the MIDC or any authority under Development Control rules of MIDC and such additional structures or storeys or units shall be sole property of THE LESSEE who shall be entitles to assign, transfer and to deal with the same.
13. THE SUB- LESSEE/s alongwith other Sub- Lessees of Units in the said building/ Complex shall join in forming and registering the society or Association of Society to be known as “Arch Crystal”. THE SUB- LESSEE is made aware of the fact that as per MIDC circular bearing no. A55031 dated 18/02/2014 and circular bearing no. A12236 dated 12/02/2016, it is incumbent to form Co-operative society of all the occupants of the units who have purchase and acquire the same from THE LESSEE, after more than 80% of the total units are assigned and transfer by virtue of Deed of Sub- Lease. For the purpose of forming co-operative society all THE SUB- LESSEEs of the units shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society or Association of Society.
14. In case, Sub- Lessee proposes to carry out the interior work / fit outs of the said Premises prior to Lessee issuing such notice for taking possession of the said Premises as mentioned herein, stating therein that, the said Premises are ready for use, Lessee may at its sole discretion, pending the commencement of the Term, at the request of Sub- Lessee grant permission to carry out the interior work/fit outs only after receiving from Sub- Lessee all the amounts mentioned in this Agreement including the amounts mentioned in **Clause 32 & 35** below and upon such permission being granted by Lessee, Sub- Lessee shall be deemed to have taken possession of the said Premises and Sub- Lessee shall be liable to pay all the outgoings in respect of the said Premises. Further, in the event such possession is handed over to Sub- Lessee with Sub- Lessee having paid the entire amounts as contemplated herein, Sub- Lessee hereby agrees and confirms that, Lessee shall have a lien on the said Premises for the balance unpaid amounts and/or interest thereon. Prior to Sub- Lessee requesting Lessee to grant a license to enter upon the said Premises for carrying on the interior/fit out works in the said premises, Sub- Lessee shall be liable to make payment of all amounts hereunder agreed to be paid by Sub- Lessee to Lessee. It is further agreed that, any such work shall be carried out by Sub- Lessee in the said Premises shall be at his/her/its own costs and risks without in any manner holding Lessee responsible for the same.
15. Lessee shall be entitled, but not obliged to terminate this Agreement on the happening of the following events (“**Events of Default**”).

- (i) If Sub- Lessee delays or commits default in making payment of any of the amounts and/or installments of any amount and/or part thereof payable under this Agreement or otherwise on the due dates.
 - (ii) If Sub- Lessee commits breach and/or fails to perform and observe any of the terms, conditions, covenants and representations of this Agreement and/or the MIDC Deed and/or MIDC and/or any other writing and/or the term and conditions of layout, building approvals, NOC and other sanction, permission, undertakings and affidavits etc;
 - (iii) If Lessee is of the opinion and/or beliefs that, any of the representations, declarations and/or warranties etc made by THE SUB- LESSEE in this Agreement and/or any other documents or writing executed and/or entered into or to be executed and/or entered into by Sub- Lessee are incorrect and false.
 - (iv) Commits breach of the terms and conditions of the Circular dated 18/02/2014.
16. (i) In happening or occurring of any of the Event of Default, then and in that event, Lessee shall without prejudice to all other rights that, Lessee may have against Sub- Lessee either under this Agreement, or in law or otherwise, be entitled (but shall not be obliged) to terminate this Agreement by giving 30 (Thirty) days prior written notice in writing calling upon Sub- Lessee to rectify the breach failing which the Agreement shall automatically stand terminated. It is agreed that, if the breach relates to payment of the amount of any installment of the Consideration amount as stated in **Clause No.3** above, then Lessee shall give 30 (thirty) days termination notice and only after having given to Sub- Lessee an opportunity of making payment of the due installment of the Consideration amount by giving Payment notice and thereafter Payment Reminder Notice to Sub- Lessee as per Clause No.3 above. It is expressly clarified that, in the event Sub- Lessee fails to rectify the breach within the stipulated time, this Agreement shall stand forthwith and automatically terminated. Upon termination, Lessee shall be entitled to forfeit the Earnest Money and shall refund the balance amount (if any) after retaining the Earnest Money and any interest amount payable by Sub- Lessee under the terms of this Agreement (for any delayed payments) without paying any interest thereon to Sub- Lessee only after the said Premises have been agreed to be Assigned to a third party.
- (ii) Upon Sub- Lessee failing to rectify the breach in the specified period and as such this Agreement stands terminated, Sub- Lessee shall immediately cease to have any right, title, interest, claim demand etc. of any nature whatsoever against the said Premises or any part thereof and/or against Lessee and Lessee shall be entitled to reenter into the said premises and/or to deal with and dispose off the said Premises at their sole discretion and as it deems fit and it shall be deemed that, this Agreement is cancelled.
17. Notwithstanding anything contained herein, in case of any delay or default of Sub- Lessee in making payment of any of the amounts and/or installments of any amount/s payable under this Agreement and/or part thereof or otherwise, Lessee shall, without prejudice to any other rights or remedies that it may have against Sub- Lessee, be entitled to receive and

recover from Sub- Lessee and Sub- Lessee shall pay to Lessee, interest on all outstanding payment at the rate of 9% per annum from the due date till the date of actual payment.

18. All the aforesaid rights and / or remedies of Lessee herein are cumulative and without prejudice to one another.
19. (A) It is expressly agreed that, the right of Sub- Lessee under this Agreement or otherwise shall always be restricted to the said Premises only and to the proportionate share in the common areas and facilities thereof. THE SUB- LESSEE does not have and shall not have nor claim any right, title, and/or interest of any nature whatsoever in respect of the other units, the said property or any part thereof, and such right in respect of the said premises will accrue to Sub- Lessee only on Sub- Lessee making payment of all the amounts mentioned herein including the Premium or Consideration to Lessee strictly in accordance with this Agreement and only on Sub- Lessee observing, performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold units of the said Complex etc including common area such as staircase, staircase landing, entrance lobby, terrace, recreational facilities (if any) as well as the car parking shall always be the sole and absolute property of Lessee and Lessee shall be entitled to separately and independently deal with the same or may permit any occupants of the said Complex to use the same at the discretion of Lessee. It is further expressly clarified that, the open space in and around the said property as well as the said complex shall exclusively belong to Lessee. THE SUB- LESSEE hereby confirms and consents to the irrevocable, absolute and unfettered right of Lessee to further develop the said Property and construct more floors on the Arch Crystal or Building (in accordance with the sanctioned plans) and utilize the full FSI and/or Transferable Development Rights ("TDR") (if available) at present and that may be available in the future on the said Property for utilization of the full development potential of the said Property and/or assign its rights, give on lease, sublease, assign, transfer and/or deal with and dispose off the said Property and/or said Building and/or any part thereof in the manner deemed fit by Lessee without any consent or concurrence of Sub- Lessee or any other person, but subject to the rights of Sub- Lessee under this Agreement.

(B) Sub- Lessee is aware that, the common areas, amenities and facilities specifically in the said Building are available for the use and enjoyment of Sub- Lessee during the said Term together with the other Sub- Lessee/ prospective Sub- Lessees occupants of various units in the said Complex subject to Sub- Lessee observing, complying and performing the term hereof. It is expressly agreed and understood that, no exclusive right is conferred upon Sub- Lessee and Sub- Lessee shall be jointly entitled to use such areas, amenities and facilities as per this agreement subject to the observance of the terms hereof and subject to rules that may be framed by Lessee for the same.

(C) Sub- Lessee is aware and confirms that, the ingress or egress to the said premises in the Building shall be from entrance, as per the plans.
20. (A) The following broad terms shall govern the formation and functioning of the Society that :

- a. The Society will be formed after more than 80% of the total Units, which are to be constructed and developed by Lessee, are assigned and transferred to THE SUB-LESSEES by virtue of Deed of Sub- Lease .
 - b. The Society will be governed by a managing committee to be formed from amongst its members and which committee shall take all day to day decisions in relation to the functioning and governance of the said society.
 - c. One Authorized Representative of Lessee (whether or not it is member of the Managing Committee) shall be invited to and shall be entitled to attend all meetings of the Managing Committee.
 - d. The Said Society will have the complete management rights in respect of maintenance of all equipment installed in the common areas and the common areas from the Date of formation and registration of Society or Occupancy Certificate granted by the MIDC, whichever is earlier. However, Society has to manage the said Complex in a manner that does not tarnish the image of the said Commercial Buildings and area around it and Lessee shall be entitled to suggest and prescribe various actions to be taken by the Society for the purpose of such maintenance.
 - e. The appointment of the Management Consultant (*as defined hereafter*) after the initial period of 3 (Three) years from the Date of Completion of Complex, as notified by Lessee for ready occupation, shall be done by Lessee subject to confirmation of the Society, if formed. The amount of maintenance charges paid by THE SUB- LESSEE as per this agreement and/or deed of Sub- Lease shall be used by said management consultant for maintenance and upholding of the said complex.
 - f. After the expiry of initial period of 3 (Three) years, the Society may collect the additional maintenance charges, if required from the individual unit holders/ Sub-Lessee and shall be liable to discharge the outgoings and maintenance charges in respect of the said Complex- Golden City Centre.
 - g. The Society shall not be entitled to take any decisions in respect of or claim to be entitled to : **(i)** any FSI or development potential which is unutilized at present or which may increase in the future; **(ii)** the parking space in the said Complex and **(iii)** the said property or the underlying land or the rights in the same and the same shall at all times remain the exclusive property of Lessee.
- (B)** (i) Lessee in its sole discretion or at its own option, may assign and execute Sub- Lease Deed of the Building and the proportionate area of the Underlying Land (on the basis of FSI consumed and only if required by law) to THE SUB- LESSEE's Society directly (with all the negative/restrictive covenants, so that, Lessee has maximum benefits of the development of the Underlying Land in future) or execute Deed of Sub- Lease individually to each of THE SUB- LESSEE, only after Lessee has utilized the development potential of the

said Property and has utilized consumed, loaded etc entire FSI, potential, yield of the said Property and/or TDR;

(ii) completed the construction of the said Building on the said Property as well as other structure/s on the said Property and transferred all the units in the said Building, and;

(iii) received all the amounts including Consideration/Premium from Sub- Lessee thereof, and till then, Lessee shall not be bound, liable, required and/or called upon to cause to execute lease/sublease or any other document in respect of the proportionate right in the Underlying Land together with said Building standing thereon and Sub- Lessee agrees and irrevocably consents not to have any demand or dispute or objection of any nature whatsoever in that behalf. Sub- Lessee hereby agrees, confirms and consents that, Lessee shall be entitled to redesign the said Building and passages and such other area or areas provided that the said Premises are not affected in any manner and further confirms not to raise any objection in this regard.

(C) It is expressly and specifically clarified, agreed, understood and confirmed that, considering the overall development of the said property, Lessee shall at its discretion be entitled to either maintain the said Property (including the Buildings) on its own and/or outsource the same to any agency/consultants/contractors/AMC providers ("**Management Consultants**") for the purpose of overall management and/or maintenance of the said Property (including the Buildings and other structure/s) and/or any part and such decision shall be final and binding upon Sub- Lessee. The continuation of the appointment of the Management Consultants after the initial period of ____ (_____) years from the Date of Completion of Complex as notified by Lessee for ready occupation, shall be taken by Lessee in consultation with and with the concurrence of the Society. Sub- Lessee shall be liable to make payment of proportionate amounts towards the fees/charges of the Management Consultants as well as for the outgoings. Sub- Lessee along with the other sub lessees/prospective lessees or otherwise shall recognize the Management Consultants and shall also execute any document/writings to that effect, if so, required and shall cooperate and assist with the Management Consultant in the management and maintenance of the said Commercial Building.

(D) Sub- Lessee shall at no time demand partition and/or sub division of the said Building and/or the Underlying land and/or the said Property etc and / or his / her/ their interest, if any, therein.

It is hereby clarified that, the Management Consultant will be initially appointed by Lessee for a period of three years from the Date of Completion of Complex as notified by Lessee for ready occupation.

21. Notwithstanding the foregoing, Lessee shall at its sole discretion after utilization of entire FSI/TDR shall cause to lease, assign, transfer or demise the proportionate area of the said Property or any part thereof, or portion or portions thereof either Buildingwise, Zonewise, Phasewise, or Wingwise to body person or Society or cooperate body or any other organization, as the case may be, at the sole option of Lessee, the option to be selected and

exercised by Lessee, and Sub- Lessee confirms that, he/she/it will not call upon or compel or demand Lessee to select any specific option.

22. All costs, charges and expenses incurred in connection with the formation of the Society as well as the costs of preparing, engrossing, stamping and registering all deeds, documents, required to be executed by Lessee and by THE SUB- LESSEE including stamp duty, registration charges etc payable in respect of such documents, as well as the entire professional costs of the attorneys of Lessee for preparing and approving all such documents shall be done and paid by Sub- Lessee and the Society /organization as aforesaid and/or proportionately by all THE SUB- LESSEEs or otherwise of the offices/premises in the said Building. Lessee shall not be liable to contribute anything towards such expenses.
23. (i) It is agreed that notwithstanding anything contained to the contrary herein, Lessee shall be entitled at any time to amend the existing layout, plans, and/or to construct additional structures on the said Property and/or additional floors on the said Buildings being constructed on the said Property even after completion of the said Buildings and/or even after execution of Agreement to Assign or Deed of Sub- Lease in respect of the proportionate area of the underlying Land in favour of the Society. All such additions, alterations, additional floors and/or additional wings, building and / or structures shall be the sole property of Lessee who shall be entitled to lease/allot/ assign/ transfer and/or otherwise deal with or transfer the same in the manner Lessee deems fit. Such additional construction may either be on account of additional FSI that may be available from the said Property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules, or FSI or otherwise or on account of floating rights and all other benefits and rights. Lessee shall be entitled to utilise and consume such TDR, FSI or any other potential, other rights, benefits including floating rights etc to the extent permissible as per rules/regulation in force at such relevant time. Sub- Lessee shall not be entitled to claim any rebate in price or any other advantage from Lessee on the ground of Lessee making additional construction or any other ground whatsoever. Sub- Lessee hereby confirms and consents to the irrevocable and unfettered right of Lessee to amend the existing layout and construct lease/sub-lease the other units in the said Building/structure on the said Property and/or additional floors on the said Building being constructed on the said Property in the manner deemed fit by Lessee without any further or other consent or concurrence in future and, these consents and confirmation shall be treated as irrevocable No Objection Consent ("**NOC**") and permission given by Sub- Lessee.
- (ii) Sub- Lessee do hereby expressly waive in writing to raise any objection for the amendment of the plans and/or constructing of the additional floors or wings to use and consume the balance FSI/TDR in respect of the said Property.
- (iii) It is agreed between Lessee and Sub- Lessee that, Lessee shall be entitled to develop the said Property in phase-wise manner or building-wise and/or sector-wise manner or otherwise as Lessee may desire and Sub- Lessee unequivocally consent / agree not to raise any objection or dispute regards the same now or any time in future and Sub- Lessee

acknowledge that hardship may be caused during such time and undertakes expressly never to object to the same.

24. (i) It is expressly agreed between Lessee and Sub- Lessee and Sub- Lessee confirms that, he/she/they are aware that, Lessee is likely to receive additional FSI and/or TDR and other rights and benefits on the said Property and/or adjoining property and in such event of receiving additional FSI and/or TDR and other rights and benefits, Lessee shall be entitled to construct either additional floor or floors on the Buildings or any part thereof or construct any additional structure on the said Property (in the open compound as may be permissible either as annexed structure or as an independent structure or vertically above the Office Building) as Lessee may desire and Lessee shall be entitled to deal with, dispose off, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party/parties as Lessee may desire without or recourse or consent of Sub- Lessee in any manner whatsoever without prejudice of the rights of Sub- Lessee as given in this Agreement and Sub- Lessee agrees not to dispute or object to the same.
- (ii) That, the name of the Building shall always be known as “**Arch Crystal**” and this name shall not be changed without the written permission of Lessee.
- (iii) In the event of the said Society being formed before Sub- Lease / Transfer/Lease/ Sub-Lease/ allotment and disposal by Lessee of all the units and/or other premises, then the powers and the authority of the Society so formed and/or Sub- Lessee/s and/or other transferee/s or otherwise shall be subject to the overall superintending/authority and control of Lessee in respect of all the matters concerning the Building and in particular, Lessee shall have absolute authority and control as regards the unallotted / unassigned/ untransferred units premises as well as the car parking area etc. and disposal thereof **PROVIDED ALWAYS** that, Sub- Lessee hereby agrees and confirms that, if the Society being formed earlier than the Sub- Lease / Transfer/ allotment and disposal of all the units, premises, by Lessee, then and in that event, all Sub- Lessees/ Transferees or otherwise of units, premises, etc shall be admitted to such Society (without any cost / charges to be paid to the Society) on being called upon by Lessee and such Sub- Lessees or otherwise shall not be discriminated or treated prejudicially by such Society.
- (iv) Lessee shall not be liable or required to pay any transfer fees / charges and/or any amount, compensation whatsoever to the said Society for the Sub- Lease /allotment/transfer of the unassigned/untransferred units / premises etc in the Building or the said Property even if the Sub- Lease of proportionate area of Underlying Land is executed in favour of Society.
- (v) Lessee shall retain and appropriate all charges/fees/monies received by the prospective lessee towards unassigned premises.
25. It is agreed that, said Premises shall be of RCC structure with brick or brick work/gypsum with cement plaster. It is expressly agreed that, said Premises shall contain specifications, fixtures, fittings and amenities as set out in the **Fourth Schedule** hereunder written and Sub-

Lessee confirms that, Lessee shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.

26. It is agreed that, said Building may contain common fixtures, fittings and/or amenities as may be decided by Lessee. It is agreed that, the said Building may contain common fixtures, fittings and/or amenities as specified in the Fifth Schedule hereunder written. Sub- Lessee hereby agrees, declares and confirms that, save and except the said specifications, fixtures, fittings and / or amenities in the said premises, Lessee shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Commercial Building/Property. Further, though Lessee has proposed to provide certain facilities as provided in the plans in the Building, Lessee has a right to add, alter, amend or delete any or all of the above facilities without being liable to Sub- Lessee in any manner whatsoever.
27. Lessee shall endeavor to complete the construction of the Complex within a period of _____ years from the date of revised construction permission granted by MIDC (i.e. _____), with a further grace period of 12 months (**"the said Completion Date"**). THE LESSEE will complete construction of Phase I buildings within a period of 5 years from the date of revised construction permission obtained by MIDC and Phase II Buildings will be completed within a further period of _____ years from the date of completion of Phase I buildings.

Provided always that, Lessee shall be entitled to further extension of time for completion of the Commercial Building, if the completion of the Commercial Building is delayed on account of :

- (i) Non availability of steel, cement, other building material, water or electric supply;
 - (ii) Terrorism, War, Civil Commotion or act of God.
 - (iii) Any notice, order, rule, regulation, notification or directive of the Government, MIDC and/or any local or public or private body or authority and/or any other competent authority or any Court or Tribunal or any quasi judicial body or authority;
 - (iv) Unavailability of labourers or workmen or change in the quantum of availability of labourers or workmen due to any political issues or adverse targeting of any class of labourers or workmen in Aurangabad or in the vicinity of the said Property;
 - (v) Economic downturn;
 - (vi) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by Lessee or its agents including strikes or agitation by the workers or labourers of Lessee or the Contractor or suppliers, unavailability of class of labourers of specific community due to any political pressure.
28. In the event Lessee is unable to complete construction due to the impossibility of performance on account of any notifications to the existing legislations or regulations, orders, directions passed by any Government Body, statutory authority or Courts of Law or administrative authorities, then in that event, Lessee shall be fully entitled at its discretion to refund all the amounts received from Sub- Lessee of the Other Part under this Agreement together with 9% interest from the date of receipt of such amounts to Sub- Lessee. It is expressly agreed and clarified that, upon refund of such amounts, Sub- Lessee shall not have right, title, interest or claim of any nature whatsoever in the said Premises and Lessee shall

be fully entitled to create any third party rights in respect of the said Premises without obstruction and/or hindrance of any nature whatsoever from Sub- Lessee.

29. Sub- Lessee shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned in Clause **31** below. Subject to Clause **3 & 31**, Sub- Lesseeshall occupy the said Premises within 7 (seven) days of Lessee giving written notice to Sub- Lessee intimating that, the said Premises is ready for use. In the event Sub- Lessee fails and/or neglects to take possession within the specified period, it shall be deemed that, Sub- Lessee have taken possession as per the stipulated time period and that date shall be deemed to be the **“Date of Possession”** and all obligations of Sub- Lessee related to taking possession of the said Premises shall be deemed to be effective from the said Date of Possession. Sub- Lessee hereby agrees and undertakes that, Sub- Lessee shall not be entitled to claim any compensation and/or termination of this Agreement, in the event any of the aforesaid situation occurs by virtue of which the completion of the structure cannot be completed.
30. Sub- Lessee shall use the said Premises only for residential purpose.
31. As part of the agreement contemplated herein, Sub- Lessee shall pay to Lessee as and when called upon by Lessee, interalia, the following amounts over and above the amounts as stated herein payable by Sub- Lessee under this Agreement or otherwise. Lessee is entitled to retain and appropriate the same to its own account.

Particulars	Amount Rs.
Development charges, if any, levied or charged by MIDC or other concerned local authorities in future (as proportionate carpet area)	(on actual)
Formation of Society	(on actual)
Electric/Water Meter charges (including security deposit, if any)	1,00,000/-
Legal charges per agreement	(on actual)
Proportionate share of municipal taxes for the said Premises.	(on actual)

It is further clarified that, the list of charges mentioned herein above is only indicative and not exhaustive and Sub- Lessee agrees to pay to Lessee such additional/other charges or such other amounts under such heads if/when as may be charged by any authority, sometimes with retrospective effect, on actual without any demur. It is further expressly agreed and clarified that, Sub- Lessee shall make payment of all the aforesaid amounts, irrespective of whether they avail or utilise the amenities. It is clarified that, the additional/other charges as specified in this clause shall be charged to Sub- Lessee only if charged by any statutory authority or Government agency or local or planning or public authority and not otherwise.

32. Lessee shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned herein above. It is hereby clarified that, the aforesaid amounts mentioned herein above does not include the dues for electricity, gas and other bills for utilities for the said Premises and Sub- Lessee shall be liable to pay electricity, gas and other bills for the individual meters separately.
33. So long as each unit premises etc in the Building are not being separately assessed for municipal taxes and water charges, THE SUB- LESSEE shall pay to Lessee proportionate share of the municipal tax and water charges assessed by the concerned authorities on the said Building, the common areas and the said Property. Such proportion is to be determined by Lessee on the basis of the area of the said Premises.
34. Over and above the other amounts hereunder agreed to be paid by Sub- Lessee to Lessee hereunder, Sub- Lessee along with the payments made under Clause **3 & 31 above** shall also pay to Lessee a sum of Rs. _____/- (Rupees _____ Only) calculated @ Rs. _____/- (Rupees _____ Only) per Square Foot of carpet area of the said Premises and accordingly, Sub- Lessee shall not be liable to bear and/or pay the maintenance charges ("**the Maintenance Charges**") for the Building for a period of ____ (____) years from the Date of Possession/ Date of Deed of Sub- Lease , whichever is earlier. Lessee shall be entitled to retain the Maintenance Charges and appropriate the same in its sole discretion. The Maintenance Charges shall include, but not limited to the following list :
- (a) Housekeeping charges for common areas and facade cleaning.
 - (b) Maintenance staff of MEP personnel.
 - (c) Garbage disposal.
 - (d) Lighting, electricity charges for common areas in the Commercial Building.
 - (e) Security charges for the Building.
 - (f) Pest Control.
 - (g) Common area water charges.
 - (h) DG Operating Cost.
 - (i) Repair & Maintenance.
 - (j) Administrative Expenses including printing & stationary, telephone expenses, staff welfare and professional fees.
 - (k) Management consultant's fees.
 - (l) Insurance premium for the structure of the Building.
 - (m) Salaries of various staff employed directly or outsourced services related to maintenance of the building.
35. Subject to what is stated herein above, commencing a week after notice in writing is given by Lessee to Sub- Lessee taking possession of the said Premises, Sub- Lessee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Premises and the said Building and the said Property including proportionate property taxes, local taxes, betterment charges, contribution towards sinking fund, amounts towards repairs or replacement of any common fixtures or equipment including, but not limited to the lifts or such other levies by the concerned local authorities / utilities in the said Premises ("**the Levies**"). It is clarified that, these Levies are not included in the Maintenance Charges. The

Levies and the Maintenance Charges are hereinafter collectively referred to as **“the Outgoings”**. Sub- Lessee undertakes to pay such provisional monthly contribution towards the Levies commencing from the Date of Possession towards proportionate share of Levies and Sub- Lessee undertakes to pay the monthly contribution towards the Maintenance Charges commencing from the date of expiry of ____ (____) years from the Date of Possession handed over/ Deed of Sub- Lease . Sub- Lessee shall pay the Outgoings in relation to the said Premises or the said Property or the said Building regularly by 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever, otherwise interest @ 2% per month will be charged to Sub- Lessee. The right of Lessee / Society to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

36. Sub- Lessee has agreed and understood that, Lessee or its agents in their sole discretion and subject to such Government approvals as may be necessary, enter into an agreement of generating and/or supplying power to various units/premises the common areas etc. in the said Building. In such an eventuality, Sub- Lessee fully agrees and confirms that, he/she shall have no objection to such an arrangement for generating and/or supply of power by Lessee. Sub- Lessee also gives his/her full consent to such an arrangement including the source of power of the First Part being an exclusive source of power supply to the said Building including to the said Premises directly and Sub- Lessee has noted and understood the possibility of the said Building being to the exclusive of power supply from the concerned Power Distribution Company or State Electricity Board or any other source. It is further agreed by Sub- Lessee that, Lessee or their agent/s or nominee/s shall have the sole right to select the site, capacity and type of power generating and supply equipment/plant as may be considered necessary by Lessee or its agents in their sole discretion, from time to time. It is also understood that, the said equipments/plant may be located anywhere in or around the said Building. It is further agreed and confirmed by Sub- Lessee that, Lessee or their agent/s or nominee/s shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by Lessee which shall be within such limits as may be prescribed for the same by the concerned authorities. THE SUB- LESSEE agrees and confirms that, it shall pay the tariff to Lessee or their agent/s or nominee/s for consuming the power so supplied, but shall have no ownership right, title or interest in the equipment so installed by Lessee or its agents. Sub- Lessee also confirms that, he/she has understood that, such power generation and/or supplying equipment during its operation may cause inconvenience to Sub- Lessee and Sub- Lessee has no objection to the same. The obligation to pay the electricity charges as per the tariff of Lessee shall remain with THE SUB- LESSEE to be paid by the due date as per demand, failing which Lessee shall be entitled in their sole discretion and without notice to stop supplying Sub- Lessee with electricity. By doing so, Lessee shall have no responsibility or liability for any loss or damage caused to Sub- Lessee and Sub- Lessee shall not lodge any claim whatsoever against Lessee as a result of such action. Sub- Lessee further specifically agrees not to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the Term or to the disconnection of power supply as aforesaid.

37. Sub- Lessee by himself/herself/themselves with intention to bind all persons into whomsoever hands the said Premises may come and/or his/her/their successors, hereby covenant/s with Lessee as follows.

- (i) Not to do or suffer to be done anything in or to the said building and/or the said Premises or part thereof including staircase, common areas or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change /alter or make addition in or to the said Commercial Building or to the said Premises itself or any part thereof and to maintain the said Premises at Sub- Lessee own cost in good condition and tenantable repair from the date on which Sub- Lessee are permitted to use the said Premises. In the event of Sub- Lessee committing any act in contravention of the above provision, Sub- Lessee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- (ii) To use the said Premises, in a prudent manner, for the purpose of residential only and for no other purpose whatsoever during the said Term and not to change the user of the said Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open space and/or parking space and/or refuge areas.
- (iii) Subject to what is stated herein, to carry at his own costs and expenses all internal repairs and all fit outs in the said Premises after obtaining all the requisite permission from the statutory authority and/or MIDC (if so required) and to maintain the same.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof and keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- (v) Not to carry out any alterations, changes, and repair of any structural or permanent nature in the said Premises without the prior written consent of Lessee / statutory authorities.
- (vi) Not to make any alteration in the elevation and outside colour scheme (whether of paint and glass) of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Premises and not to create mezzanine floor, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, partition or other structural members in the said Premises without prior written permission of Lessee, nor do/cause to do any hammering for whatsoever use on the external/dead walls of the Building or do any act to affect the FSI potential of the said Property.

- (vii) To maintain the homogenous look and appearance of the Building and not to affix any fixtures or grills on the exterior of the Building for any purposes nor do any other act or deed which would affect the same. Sub- Lessee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by Sub- Lessee from Lessee and Sub- Lessee undertakes not to fix grill having a design other than the standard design approved by Lessee.
- (viii) Not to install a window Air Conditioner or the outdoor condensing unit this projects outside the said Premises.
- (ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (x) Not to bring or store in the said Premises any combustible or otherwise dangerous or hazardous material as may impair the safety of the Building or as may render insurance of the same void nor to store therein any article/ goods that are objectionable to the concerned authorities.
- (xi) Not to bring or store in the said Premises any material which are so heavy or bulky or otherwise which are likely to damage the construction or structure or the Building or any part thereof including the entrance, staircase, lifts, common passage and in the event any damage is caused on account of negligence or default of Sub- Lessee in this behalf, Sub- Lessee shall be liable for the consequences thereof and to make good the loss or damage so cause.
- (xii) Not to delay/default in payment of the amounts as provided herein, to be paid to Lessee or otherwise deposited and pay within 7 days of demand by Lessee, their share of security deposit demanded by any concerned local authority or Government, MCGM for giving water or any electric supply company for giving electricity or any other service connection to the Commercial Building.
- (xiii) Not to delay /default in payment of increase in Levies, local taxes, water charges, insurance and such other levies either levied in prospective or retrospective nature, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (xiv) Not to assign Sub- Lessee right, interest or benefit under this Agreement and/or let, sublet, sell, mortgage and/or otherwise transfer assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Premises and/or create any third party rights in respect of the said Premises unless **(a)** Lessee has given its prior written consent for the same as provided in Clause ___ hereof; **(b)** the prior written permission of the MIDC is obtained by Sub- Lessee and all charges payable for such transfer are paid to the MIDC by Sub- Lessee; **(c)** payment of all amounts is made under this Agreement

to Lessee or otherwise for the said Premises as contemplated herein; and **(d)** such person in whose favour third party rights are intended to be created executes a Deed of Adherence in a form acceptable to Lessee whereby such third party acquirer agrees to abide by all the terms, conditions and covenants herein contained and on the part of Sub- Lessee to be observed, performed and complied with.

- (xv) To abide by all rules and regulations framed by Lessee / its designated Agency / Management Consultants for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that, Sub- Lessee may carry out in the said Premises and not to violate the same.
- (xvi) To observe and perform all the rules and regulations which Lessee may make pertaining to the said Building and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the offices therein including the said Premises and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. Sub-Lessee shall also observe and perform all the stipulations and conditions laid down herein and shall not use the said Mall and/or any portion of the said Property except for ingress and egress to the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the term of this Agreement.
- (xvii) Not to violate the term and conditions stated herein and /or in MIDC Deed as well abide by the terms and conditions, if any, imposed by MIDC.
- (xviii) Shall not do or permit or suffer to be done anything in or upon the said Premises or any part of the Building which is or may be which in the opinion of Lessee is or may or any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants/sub-lessees of adjoining offices or the neighborhood provided always that, Lessee shall not be responsible to the party of the Second Part for any loss, damage or interference whatsoever caused by the occupants/sub-lessees of the adjoining of the Building and Sub- Lessee shall not hold Lessee so liable;
- (xix) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passage-ways in and of the Building.
- (xx) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all times.

- (xxi) Shall not claim any right, title, interest or exclusive use or possession in to or upon or in respect of the terrace above the top floor of the said Building. Lessee shall have the exclusive right to install any solar panel, VSATs etc. on the terrace or any common area of the said Building. Lessee shall appoint two competitive service providers to install VSATs/Cable/Broad Band and Sub- Lessee shall have an option to negotiate and go with any of the appointed providers. It is clarified that, all rights in respect of the terraces of the said Building including interalia the right to commercially exploit the same by installation of any machines, equipment or hoardings, banners, neon signs etc shall vest exclusively with Lessee and Sub- Lessee shall not be entitled to the same;
- (xxii) Lessee shall have right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of Sub- Lessee and also to recover costs incurred for such demolition and reinstatement of the said premises to its original state;
- (xxiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property and the saidBuilding.
- (xxiv) To regularly insure during the said Term at his/her/its own costs, all furniture, fixtures, accessories, fittings and articles lying in the said Premises and all items, accessories etc. brought in by Sub- Lessee in the said Premises. The Insurance for the furniture, fixtures, fittings, interior and articles lying in the said Premises shall be taken by Sub- Lessee in his/her/its own name and for its own benefit and shall not hold Lessee responsible or in any manner liable for any loss or damages to the same;
- (xxv) No to in any manner hold Lessee responsible or liable for any loss or damage suffered by Sub- Lessee on account of destruction caused to or in the said Premises or to any property, articles, fittings brought by Sub- Lessee in the said Premises either by fire, accident, theft, act of god or otherwise or by any act of omission or commission on the part of Sub- Lessee, his/her/its servants and agents;
- (xxvi) Shall not do either by himself/itself or any person claiming through Sub- Lessee anything which may or is likely to endanger or damage theBuilding or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the saidBuilding. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Building.
- (xxvii) Shall not display at anyplace in the Building including the common areas, terrace etc. any bills, posters, hoardings, advertisement, name boards, neon sign boards, or illuminated signboards. Sub- Lessee shall not stick or affix pamphlets, posters or any papers on the walls of theBuilding or common area therein or in any other place or on the window, doors, and corridors of the Building.

- (xxviii) Shall display their name boards at the space allocated by Lessee in the Building.
- (xxix) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of Sub- Lessee in such place only as shall have been previously approved in writing by Lessee in accordance with such manner, position and standard design laid down by Lessee.
- (xxx) To make good to Lessee any loss or damage that may be caused to the said Premises as a result of negligence on the part of Sub- Lessee, his/her/its servants, employees, agents, customers, visitors in connection with the business of Sub- Lessee or otherwise.
- (xxxi) Not to claim any higher rights other than rights recorded herein that of a party of the Second Part for the said fixed period viz. the said Term. Not to claim any protection as tenant or otherwise under the Maharashtra Rent Control Act, 1999, or any other applicable legislation.
- (xxxii) To indemnify the Lessee against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or caused otherwise due to any act of commission or omission on the part of Sub- Lessee, its staff, employees, servants and agents or arising due to breach of the provisions hereof or of any prevailing law or rules and regulations and bye-laws applicable to the said Premises or to the business being carried on by Sub- Lessee therein.
38. In the event if Sub- Lessee desires to transfer or assign Sub- Lessee's rights, interest, or benefit under this Agreement and/or pursuant to execution of the Deed of Sub- Lease to mortgage and/or otherwise transfer, assign or part with occupation or to sub-let, give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Premises and/or create any third party rights in respect of the said Premises, then and in such an event, Sub- Lessee shall be liable to **(a)** obtain the permission of MIDC for such transfer/Sub- Lease etc. and shall pay requisite amounts of transfer charges (by whatever name called to the MIDC), and **(b)** to obtain the prior written permission of Lessee for such transfer/Sub- Lease etc and shall pay a sum equivalent to 1% of the total Premium agreed for such transfer between Sub- Lessee and the third party acquirer.
39. Sub- Lessee shall permit Lessee and/or Management Consultant and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and/or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, partition walls, structure or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down maintaining, repairing and also for

purpose of cutting of essential services including water supply to or any of the offices of the Building in respect whereof Sub- Lessee of such other offices, as the case may be, shall have made default in paying his share of taxes, maintenance charges, outgoings etc.

40. It is agreed that, as and when Lessee enters into agreements/arrangements with any person, or otherwise, Lessee is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event Sub- Lessee herein shall procure such utilities only from Lessee or any person as may be nominated by Lessee in that behalf, as the case may be and pay such amount as may be fixed by Lessee or its nominee, to Lessee or to its nominee, as the case may be. Lessee shall indemnify at least 2 (two) utility providers for sourcing such utilities in the said Building. This term is the essence of this Agreement. For the purpose of this Clause, Utilities refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by Sub- Lessee on a day-to-day basis. It is further clarified that, this clause shall not be interpreted / construed to mean that, Lessee is obligated/liable to provide all or any of the Utilities whether or not Lessee has entered into agreements/arrangements with any person, or otherwise Lessee is in a position to provide all Utilities or any of them.
41. It is expressly agreed that, Lessee shall have an irrevocable and perpetual right and be entitled to put up hoardings/boards for advertising or otherwise on the said Property or any part of the said Building including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, Lessee is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said property as the case may be and further Lessee shall be entitled to use and allow third parties to use any part of the said Building for installation of cable, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. Sub- Lessee agrees not to object or dispute the same. It is further expressly agreed that, Lessee shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rent, profits and other compensation including any increase thereof and Sub- Lessee and/or the other sub-lessees /prospective sub-lessees shall either individually and/or collectively not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to Lessee.
42. No forbearance, indulgence or relaxation or inaction by Lessee at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
43. Any delay tolerated or indulgence shown by Lessee in enforcing the term of this Agreement or any forbearance or giving of time to Sub- Lessee by Lessee shall not be construed as a

waiver on the part of party of the First Part of any breach or non compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of Lessee.

44. Lessee has informed Sub- Lessee that, Lessee right in the said Property is subject to the terms and conditions of MIDC Deed and Sub- Lessee has perused a copy of the same and understood the terms and conditions of the MIDC Deed. Subject to performance of the obligations hereunder by Sub- Lessee, the benefits as contemplated under this Agreement shall solely vest with Sub- Lessee during the said Term. Lessee has further represented and assured that, in the event, MIDC Deed is renewed, the benefit of such renewal shall automatically and ipso facto accrue to the benefit of Sub- Lessee in relation to the said Premises as contemplated under his Agreement, subject to Sub- Lessee making payment of proportionate costs and expenses (including premium) incurred or paid or payable for obtaining renewal from MIDC as well as increase in the Lease Rent payable to MIDC and Lessee for the Renewal Term.
45. Any provision of this Agreement which is unenforceable or is declared or found to be illegal, or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and term of this Agreement as may be necessary or desirable in the circumstances to achieve as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
46. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Lessee) and notwithstanding Lessee giving any no objection/permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/charges/lien of or on the said Premises, Lessee shall have first and exclusive charge on the said Premises and all the right, title and interest of Sub- Lessee under his Agreement for recovery of any amount due and payable by Sub- Lessee to Lessee under this Agreement or otherwise. Nothing in this clause shall be deemed to imply that, Lessee shall be entitled to raise any further loans by mortgaging the said Premises or offering the said Premises as a security for availing of any loans.
47. Sub- Lessee hereby nominates Mr. _____ having his/her/their address at _____ who is _____ of Sub- Lessee as his/her/their nominee in respect of the said Premises. On the death of Sub- Lessee, the said _____ (**"the said Nominee"**) shall assume all the obligations of Sub- Lessee under this Agreement or otherwise, and shall be liable and responsible to perform the same. Sub- Lessee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. Lessee shall only recognize the said Nominee or the nominee substituted by Sub- Lessee (only if such substitution has been intimated to Lessee in writing) and deal with him or her in all matters pertaining to the said Premises. The heirs and legal representatives of Sub- Lessee shall be bound by any or all the acts,

deeds, dealings, breaches omissions, commissions etc of and/or by the said Nominee. Lessee shall at its discretion be entitled to insist on Probate / Succession Certificate / letter of Administration and/or such other documents as Lessee may deem fit from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Party of the First Part as may be necessary and required by Lessee.

48. Notwithstanding anything contained herein, it is agreed between the parties hereto that, Lessee shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the said Property as the Party of the One Part may deem fit and proper and Sub- Lessee shall have no objection to the same.

49. Sub- Lessee represent and warrant that :

- (i) He has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (ii) No receiver and/or liquidator and/or official Sub- Lessee or any person is appointed of Sub- Lessee or all or any of its assets and/or properties;
- (iii) None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (iv) No notice is received from the Government of India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- (v) No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- (vi) He is not of unsound mind and/or is not adjudged to be of unsound mind;
- (vii) He has not compounded payment with his creditors;
- (viii) He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (ix) He is competent to contract and enter into this Agreement as per the prevailing Indian Laws.

Lessee considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement upon reliance of the same.

50. Sub- Lessee hereby agrees to indemnify and keep indemnified, saved, defended and harmless Lessee against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by Lessee from or due to any breach by Sub- Lessee of its covenants, representations and warranties under this Agreement or due to any act, omission, default

on the part of party of the Second Part in complying/performing his/her/their obligations under this Agreement.

51. Interpretation :

In this Agreement where the context admits:

- A. Any reference to any statute or statutory provision shall include –
 - (i) Such provision as from time to time amended, modified, reenacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, reenacted or consolidated) which the provision referred to has directly or indirectly replaced;
- B. Any reference to the singular shall include the plural and vice-versa;
- C. Any reference to the masculine, the feminine and the neuter shall include each other;
- D. Any reference to a “company” shall include a body corporate;
- E. The word “Business Day” would be construed as a day which is not a Sunday or public holiday or a bank holiday under the Negotiable Instruments Act, 1881, either at Aurangabad, or any place where any act under this Agreement is to be performed;
- F. The schedule form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include any schedules to it. Any reference to Clauses, Sections and Schedules are to Clauses of, sections of and schedules to this Agreement. Any references to parts or paragraphs are unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;
- G. References to this Agreement or any other document shall be construed as referred to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.
- H. The expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub clause, paragraph or other provision) in which the expression occurs;
- I. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- J. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- K. The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

- L. Reference to Person (or to a word importing a person) shall be construed so as to include :
- (i) An individual, firm, partnership, trust, joint venture, company, Corporation, body corporate, unincorporated body, association, organization, any government or State or any agency of a Government or State, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
 - (ii) That, Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
 - (iii) Reference to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub contractors, agents, attorneys and other duly authorized representatives;
- M. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.
52. All notices to be served on Sub- Lessee as contemplated by this Agreement shall be deemed to have been duly served if sent to Sub- Lessee by Registered Post AD/ Under Certificate of Posting /Courier or by hand delivery or by Fax, e-mail to the address of the addressee at his/her/their address hereinbefore mentioned.
53. A notice shall be deemed to have been served as follows :
- (i) If personally delivered at the time of delivery.
 - (ii) If sent by courier, Registered (Post) AD or by Fax, E-mail, at the time of delivery thereof to the person receiving the same.
54. The validity, construction and performance of this Agreement shall be governed and interpreted in accordance with the laws of India. The Courts at Aurangabad alone shall have jurisdiction to entertain and try and dispute between the Patties.
55. For the purpose of this transaction, the details of the PAN of Lessee and Sub- Lessee are as follows :
- (i) LesseePAN No. _____
 - (ii) Sub- LesseePAN No. _____
56. Sub- Lessee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out of pocket costs, charges and expenses on all documents pertaining to the sub-lease and/or transfer of the said Premises including on this Agreement and the Deed of Sub Lease to be executed in pursuance hereof. Any consequence of failure to register this Agreement within the time required shall be on Sub- Lessee.

57. Sub- Lessee hereby declare that, he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and Sub- Lessee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

FIRST SCHEDULE

All that piece and parcel of land known as plot N. P-15 admeasuring 5000 Sq. Mtrs. in Shendra Industrial Area, within the village limits of Shendra Jahangir, outside limits of Aurangabad Municipal Corporation and Taluka and Registration Sub District Aurangabad.

SECOND SCHEDULE

All that piece and parcel of land along with all types of structures standing thereon admeasuring 5000 Sq. Mtrs. approx. bearing Plot No. P-15 situated at Shendra Industrial Area, within the village limits of Shendra Jahangir, outside limits of Aurangabad Municipal Corporation and Taluka and Registration Sub District Aurangabad. The plot is bounded as under :

On and towards the East	Plot No. P-14
On and towards the West	Plot No. P-16/1
On and towards the North	Plot No. P-22 & P-23
On and towards the South	MIDC Road (20.00 M/W)

THIRD SCHEDULE

Unit/ Shop/ Office bearing No(s). _____ admeasuring approx ____ Sq. mtrs. carpet area on the _____ floor in _____ Building in Arch Crystal, Commercial Complex constructed on MIDC Plot bearing no. P-15 and bounded as under :

On and towards the East	
On and towards the West	
On and towards the north	
On and towards the South	

FOURTH SCHEDULE

FINISHING OF Units

- 2 x 2 Vitrified flooring
- Wall finish with gypsum plaster
- Aluminum glazed sliding windows
- Door frame

ELECTRICALS :

- Power supply to Units – further distribution in client scope.

PLUMBING :

Client unit toilets 1 (One) only provision made for water supply point, soil, waste, drainage point at specified location. Water consumption will be metered at one point for all units and charged on prorated basis. Clients making toilets should take approval from Lessee.

FIRE PROTECTION AND DETECTION :

For all units provisions have been made for sprinklers as well as smoke detectors as per norms.

FIFTH SCHEDULE

(Common fixtures, fittings and/or amenities in the Commercial Building)

ENTRANCE LOBBY :**WALKWAYS :****ATRIUM :****ELECTRICAL :**

Common area metering will be done at one point.

ELEVATORS**CORRIDORS/ PASSAGES****PARKING****FIRE DETECTION AND PROTECTION :**

Fire fighting system will be provided as per norms.

IN WITNESS HEREOF the parties hereto have set and subscribed their respective hands to these presents (in duplicate) the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named LESSEE

M/s. Shri Arch Developers

Through its Authorized Partner,

Mr. Sushil Kamalnayan Bharuka

SIGNED SEALED AND DELIVERED

By the within named SUB- LESSEE

Mr. _____

AND

Mrs. _____

Witnesses:

1) Mr. _____.

Age: ____ Years, Occu: _____.

R/o: _____,

2) Mr. _____.

Age: ____ Years, Occu: _____.

R/o: _____,
