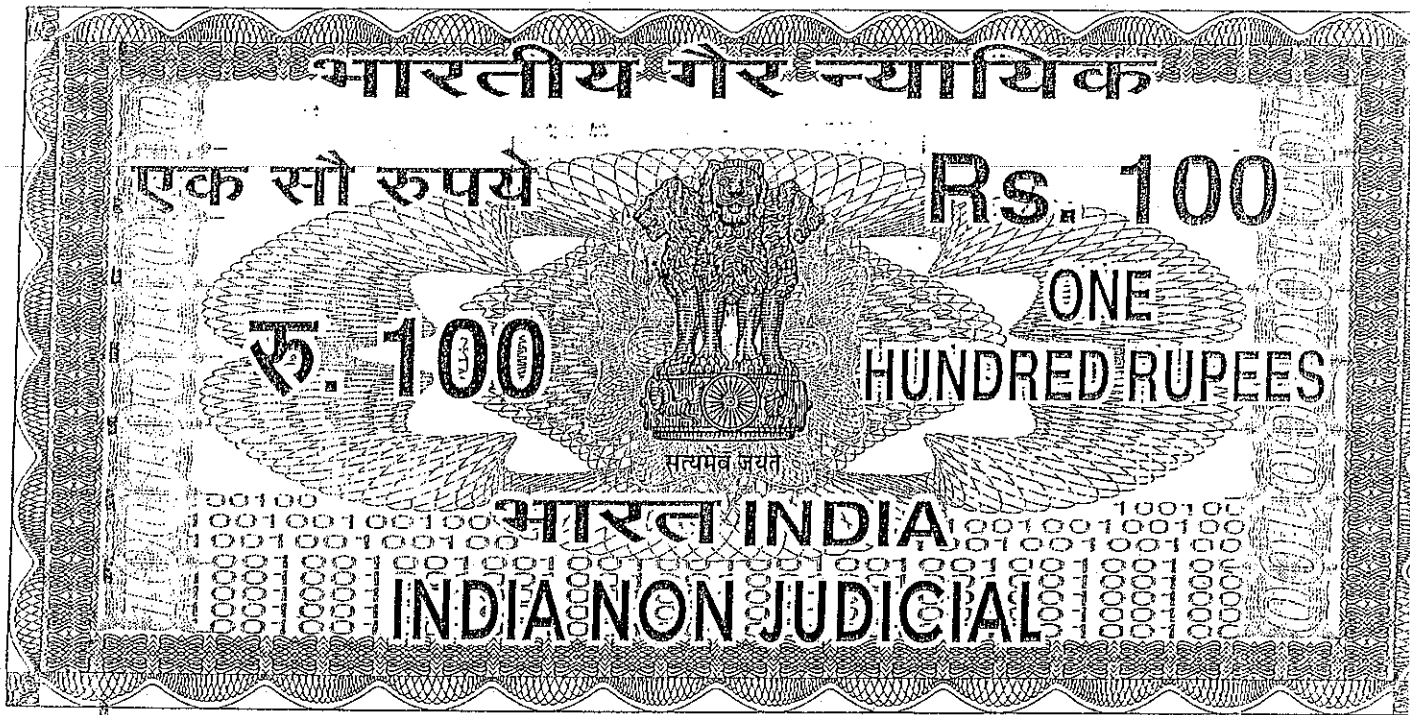




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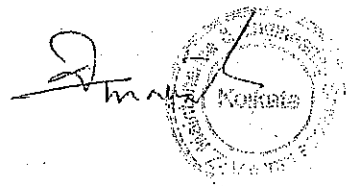
THIS AGREEMENT FOR SUB-LEASE made on this the 12th day of August, 2011

BETWEEN

Parshuram Investment Limited, a Company incorporated under Companies Act, 1956 having its Registered office at CK 3, 4, 48 & 49, Sector II, Salt Lake, Kolkata 700 091 hereinafter called and referred to as **THE TRANSFEROR/SUB-LESSOR** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the **ONE PART**

AND

A2Z Maintenance & Engineering Services Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at O-116, First Floor, Shopping Mall, Arjun Marg, DLF City, Phase-1, Gurgaon 122 002 hereinafter called and referred to as **TRANSFeree/SUB-LESSEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**



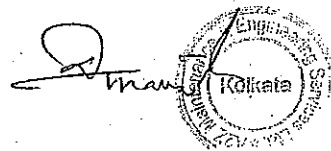
WHEREAS the TRANSFEROR/SUB-LESSOR has obtained a Lease in respect of ALL THAT leasehold Land measuring more or less 19.6652 Cottahs be the Land a little more or less Plot No.3 to 4 & 48 to 49 in Block CK in Sector-II of the Northern Salt Lake City, extension Area in the District of 24-Parganas (N) Police Station Bidhannagar, hereinafter called and referred as the SAID PREMISES more fully and particularly described in the FIRST SCHEDULE by virtue of a Registered Lease Deed executed by the Governor of The State of West Bengal as Lessor, in favour of PARASHURAM INVESTMENT LIMITED the Lessee therein and Sub-Lessor herein for construction of a Cinema Hall and the said Deed was Registered at the Office of Addl. Dist. Sub-Registrar Bidhan Nagar and recorded in Book No. I, Volume No.168, Pages 333 to 348, bearing No.7194 for the year 1990 thereafter the Governor of the State of West Bengal was pleased to permit the Lessee therein to construct a Cinema Multiplex Complex and family Entertainment Center accordingly a Deed of Modification was executed by the Governor of the State of West Bengal in favour of Sub-Lessor herein and the said Deed was registered at the office of A.D.S.R. Bidhan Nagar, and recorded in Book No. I, Volume No.16, Pages 181 to 184, bearing No.613 for the year 2000 and TRANSFEROR/SUB-LESSOR got a Building Plan sanctioned from the concerned Authority for construction of a Cineplex, with the intent and object of operating a Multi Screen Cineplex cum-Family Entertainment Center to be commonly known as LA VIDA MALL (hereinafter referred to as the Entertainment Center and/or LA VIDA MALL) for the purpose of providing various services and/or facilities to persons and/or companies having established brand names for the purpose of promoting their products.

AND WHEREAS the said Entertainment Center and/or LA VIDA MALL is to have various facilities such as Cineplex, Showrooms/Shop rooms, Office Room, Eateries, Fun Centers, Entertainment Centers and various other facilities for the purpose of promoting sale and/or vending of various products.

AND WHEREAS the TRANSFEREE/SUB-LESSEE is carrying on the business of EPC works related to design, developing, erection and commissioning of the LV/HV/EHV Electrical Lines, Sub Station, transformer, under cabling, automation, System Integration, installation of energy meters as Turnkey Contractors in the Power Sector (hereinafter referred to as the said Services) and for the aforesaid purpose has approached the TRANSFEROR/SUB-LESSOR to grant on Sub-Lease in respect of ALL THAT the Office space Room No. 702 situated on the 7th Floor containing by ad measurement 5,100 Sq. ft. of super built up area (be the same a little more or less) in the building and forming part of the said Entertainment Center more fully and particularly described in the SECOND SCHEDULE, hereinafter called and referred as SAID OFFICE ROOM which the TRANSFEROR/SUB-LESSOR has agreed to grant on Sub-Lease subject to permission from Urban Development Dept. Govt. of W.B. and subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:

1. DEFINITIONS



In these presents unless it is repugnant and/or inconsistent to the subject or context the following expressions shall have the meanings assigned to them.

- i. TRANSFEROR/SUB-LESSOR shall mean the said PARASHURAM INVESTMENT LIMITED and shall include its successors, successors-in-interest and assigns.
- ii. TRANSFEREE/SUB-LESSEE shall mean and include-
 - a) its successor or successors-in-office and assigns.
- iii. PREMISES shall mean ALL THAT the Municipal Plot No. CK 3 to 4 & 48 to 49, Sector-II, Salt Lake City, Kolkata 700 091.
- iv. ENTERTAINMENT CENTER and/or LA VIDA MALL shall mean the Cineplex, Business Center cum-Family Entertainment Center at the said Premises which includes various retailing Shop rooms/Showrooms/Office Room and/or Shopping Areas.
- v. ADVOCATE shall mean DEBABRATA BANERJEE, advocate of 12/1, Lindsay Street, Old Building, Ground Floor, Kolkata 700 087, the form, contents, covenants, exceptions, reservations and restrictions of and in the documents to be drawn and/or finalised and approved by DEBABRATA BANERJEE, Advocate, and the TRANSFEREE/SUB-LESSEE will not raise any objection thereto but the TRANSFEREE/SUB-LESSEE shall have the liberty to seek reasonable clarification from them.
- vi. Services shall mean EPC works related to design, developing, erection and commissioning of the LV/HV/EHV Electrical Lines, Sub Station, transformer, under cabling, automation, System Integration, installation of energy meters as Turnkey Contractors in the Power Sector and other allied for which space is being set up at the said SHOWROOM/SHOPROOM.
- vii. SHOWROOM/SHOP ROOM/OFFICE ROOM shall mean ALL THAT the Showroom/Shop Room/Office Room No 702 situated on the 7th Floor containing by admeasuring 5,100 Sq. ft. of super built up area (be the same a little more or less) in the building and forming part of the said Entertainment Center more fully and particularly described in the SECOND SCHEDULE, which the TRANSFEROR/SUB-LESSOR has agreed to grant on Sub-Lease for the remaining period of un-expired 999 years subject to permission from Urban Development Department Govt. of W.B. and subject to the terms and conditions hereinafter appearing.
- viii. FACILITIES AND/OR AMENITIES AND/OR UTILITIES shall mean the various facilities and/or amenities and/or utilities which the TRANSFEROR/SUB-LESSOR intends to provide in the Entertainment Center which includes Centrally Air Conditioning with such tons as to be decided and settle by the Architect. If the TRANSFEREE/SUB-LESSEE wants to have their own Air



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Conditioning Plant then in that case TRANSFEREE/SUB-LESSEE have to pay the difference of cost.

- ix. SERVICE COMPANY shall mean the Ltd. Company/Partnership Firm/ Body of Individuals to be formed nominated by the TRANSFEROR/SUB-LESSOR and shall include its successor and/or successors in interest and assigns with whom the TRANSFEREE/SUB-LESSEE has agreed to enter into an agreement for the purpose of availing common maintenance services to be enjoyed in common with other occupants.
- x. COMMON PARTS shall mean all the common areas and installations expressed or intended by the TRANSFEROR/SUB-LESSOR for common use and enjoyment of the occupiers of all units in the building.
- xi. COMMON EXPENSES shall mean and include all expenses to be incurred payable and contributable to the SERVICE COMPANY by the co-owners for the maintenance management upkeep and administration of the said buildings and rendering of services in common purposes.
- xiii. PARKING SPACES shall mean covered spaces meant for parking cars/scooters in the basement Floor of the building for parking of motor car/scooters/motor cycles allotted to the respective TRANSFEREE/SUB-LESSEE in particular and all the parking spaces in the building in general.
- xiv. BUILT UP AREA shall mean according to the context the covered area of the said unit/flat.
- xv. SUPER BUILT UP AREA shall mean according to the context the covered area of the said Unit/Flat which such area shall include 35% of Built up area.
- xvi. UNIT shall mean the Units and/or other space or spaces intended to be built and constructed by the TRANSFEROR/SUB-LESSOR and/or constructed area capable of being exclusively held or occupied by any TRANSFEREE/SUB-LESSEE /Co-Lessee in the building.
- xvii. SINGULAR number shall include plural number and vice-versa.
- xviii. MASCULINE gender shall include feminine and neuter genders and feminine gender shall include masculine and feminine genders and likewise neuter gender shall include masculine gender and feminine gender.

2. INTERPRETATIONS

Unless there is something in the subject or context in consistent with:

- i. Where two or more persons are included in the expression "TRANSFEREE/SUB-LESSEE" the covenants contained in this agreement which are expressly to be made by the



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TRANSFEE/SUB-LESSEE shall be deemed to be made by such persons jointly and severally.

- ii. Words importing persons, shall include firms, companies and corporations and vice versa.
- iii. Any covenant by the TRANSFEE/SUB-LESSEE not to do any act or thing shall include an obligation not to permit such act or thing to be done and any covenant by the TRANSFEE/SUB-LESSEE to do or carry out some act or thing shall be deemed to have been satisfied if the TRANSFEE/SUB-LESSEE shall have procured that act or thing to be done or carried out.
- iv. Any reference to, any agreement, contract, deed or document shall be construct as including any amendment, variation, alteration or modification to it and anything supplemental to it entered into or made with the consent of the TRANSFEE/SUB-LESSEE and such consent not to be unreasonably withheld or delayed.
- v. Any reference to statute shall include any statutory extension or modification or enactment of such statute any rules regulations or orders made thereunder.

3. TITLE AND PLANS the TRANSFEE/SUB-LESSEE has examined the title and the sanctioned plans and thoroughly satisfied itself/themselves about the title of the said TRANSFEROR/SUB-LESSOR and the rights and the powers of the TRANSFEROR/SUB-LESSOR to enter into this Agreement and TRANSFEE/SUB-LESSEE has accepted the same and the TRANSFEE/SUB-LESSEE has also agreed that the TRANSFEE/ SUB-LEASEE shall not raise any objection with regard thereto or with regard to the changes or amendments/modifications/ revisions that the TRANSFEROR/SUB-LESSOR may make in the plans (including as regards the change of use of any unit) but excepting the change in SAID UNIT and the said does hereby covenant thereto.

4. UNIT PREMIUM/PRICE: shall mean the amount payable by the TRANSFEE/SUB-LESSEE to the TRANSFEROR/SUB-LESSOR in the manner specified in the THIRD SCHEDULE and which includes premium of proportionate share of Land and cost of construction of the SAID UNIT. Upon receiving the same the TRANSFEROR/SUB-LESSOR shall construct and complete the construction of the said unit together with the common portions and the amenities in the said Building as be applicable to the said unit and on behalf of and on account of the TRANSFEE/SUB-LESSEE with such materials as shall be approved by the Architects and the decision of the Architects regarding the quality and specifications of the materials and workmanship of the construction/Buildings shall be final and binding on the TRANSFEE/SUB-LESSEE.

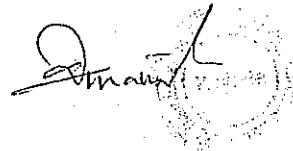
- I. The said Unit shall be constructed in accordance with the said plans with such modifications or alterations as may be deemed fit and proper by the TRANSFEROR/SUB-LESSOR and/or as may advised by the Architects or directed by the government or the



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Municipal Authority or any other Authority and the TRANSFEREE/SUB-LESSEE agrees not to raise or cause any objection in respect thereof and to accept the same.

- II. For the purpose of constructing and completing the construction of the said Unit the TRANSFEROR/SUB-LESSOR shall be only an agent of the TRANSFEREE/SUB-LESSEE (subject to such rights powers and authorities of the TRANSFEROR/SUB-LESSOR as herein provided) and possession shall be made over to the TRANSFEREE/SUB-LESSEE only after making payment of all amounts due and payable to the TRANSFEROR/SUB-LESSOR hereunder (including those mentioned in the THIRD SCHEDULE hereunder written and as also complying with the terms, conditions and covenants contained herein and until the possession is made over to the TRANSFEREE/SUB-LESSEE, the TRANSFEROR/SUB-LESSOR as an Agent of the TRANSFEREE/SUB-LESSEE, shall hold and possess the said Unit exclusively and the TRANSFEREE/SUB-LESSEE hereby agrees consents and covenants not to disturb the possession of the TRANSFEROR/SUB-LESSOR or to claim from the TRANSFEROR/SUB-LESSOR possession of the said Unit without making payment as aforesaid and without complying with the obligations of the TRANSFEREE/SUB-LESSEE. However, the TRANSFEREE/SUB-LESSEE shall be liable to pay and bear the proportionate maintenance charges and expenses and outgoings including Municipal Taxes and Rates and Interest for the period of delay in making payment.
- III. Save the right of acquire the said Unit and making habitable the same, the TRANSFEREE/SUB-LESSEE shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Building and the complex and spaces save and except the common portions.
- IV. In considerations of the TRANSFEROR/SUB-LESSOR having agreed to construct and complete the construction of the said Unit, and SUB-LEASE for the remaining period of unexpired 999 years from 9th Novmber,1990 (subject to Government permission) the proportionate undivided, indivisible, variable share or interest in Land of the SAID PROPERTY by the TRANSFEROR/SUB-LESSOR the TRANSFEREE/SUB-LESSEE shall pay to the TRANSFEROR/SUB-LESSOR Rs. 2,79,22,500/ (Rupees Two Crore Seventy Nine Lac Twenty Two Thousand Five Hundred Only) only calculated at the rate of Rs.5,475 (Rupees Five Thousand Four Hundred Seventy Five) only per Sq. Ft. of the super built up area of the said unit being the same mentioned in the THIRD SCHEDULE hereunder written which sum shall be paid in the manner also specified in the THIRD SCHEDULE hereunder written. It is clearly understood between the parties that the costs of Unit/Flat agreed to be paid as mentioned herein above shall be exclusive of the proportionate costs of acquiring and installing of Electrical Sub-Station and high tension line and transformer and equipment and instruments and articles of common use of and also the costs acquiring and installing such other new or additional instruments facilities and conveniences for the Unit holders as may be decided by the TRANSFEROR/SUB-LESSOR. And that the TRANSFEREE/SUB-LESSEE shall pay to the TRANSFEROR/SUB-LESSOR and that the



balance in any remaining due from the TRANSFEREE/SUB-LESSEE of these issues will be paid before delivery of possession of the said Unit to the TRANSFEREE/SUB-LESSEE.

- V. Before delivery of the SAID UNIT the Architect will issue a certificate regarding the actual measurement of the SAID UNIT and TRANSFEREE/ SUB-LEASEE will pay the premium/price on the basis of actual measurement certified by the Architect.
- VI. Time for payment of the said respective amount as mentioned in the THIRD SCHEDULE hereunder written shall be the essence of the contract and the TRANSFEREE/SUB-LESSEE hereby agrees not to withhold the payment for any reason whatsoever and in case of default of payment within the time specified for such respective payments the TRANSFEREE/SUB-LESSEE shall be deemed to have committed breach of the Agreement and will be liable to pay interest @ 18% compoundable every quarter, In case the TRANSFEREE/SUB-LESSEE shall fail to pay the amount with interest for the delayed period as above then in that event, the TRANSFEROR/SUB-LESSOR shall call upon the TRANSFEREE/SUB-LESSEE by giving 15 days notice in writing to make payment with interest as above and to rectify the breach defaults or laches on the part of the TRANSFEREE/SUB-LESSEE and perform and observe the TRANSFEREE/SUB-LESSEE's part of the Agreement and in the event of the TRANSFEREE/SUB-LESSEE failing to make payment and/or comply with such requisitions within the period granted then in such an event, the TRANSFEROR/SUB-LESSOR shall at its option be entitled :
 - i. Either to cancel this Agreement and within 90 days of such cancellation return the amounts previously paid by the TRANSFEREE/SUB-LESSEE under this Agreement after deduction of the amount not exceeding 20% of the same as liquidated damages and costs whereupon the TRANSFEREE/SUB-LESSEE shall lose all his/her/its/their rights in the said Showroom/Shop Room/Office Space and also in this Agreement AND the TRANSFEROR/SUB-LESSOR shall be entitled to re-allot the said Showroom/Shop Room/Office Space at its sole and absolute discretion to any other person or persons without any reference to the TRANSFEREE/SUB-LESSEE and the TRANSFEREE/SUB-LESSEE agrees and covenants not to raise any objection thereto or alternatively.
 - ii. Condone such delay is the sole discretion of the TRANSFEROR/SUB-LESSOR if the TRANSFEREE/SUB-LESSEE tenders (before the cancellation aforesaid) in cash or by Banker's cheques or pay orders the amount in arrears alongwith interest as aforesaid compounded at monthly and calculated @ 18% per annum as liquidated damages for the failure, defaults lapses and breaches of the TRANSFEREE/SUB-LESSEE and rectifies the laches, defaults, failures and breach required to be rectified.
- viii. Subject to the TRANSFEREE/SUB-LESSEE making payments within the period mentioned hereunder and the TRANSFEREE/SUB-LESSEE carrying out its part of the agreement the TRANSFEROR/SUB-LESSOR will construct and complete the construction of the said unit and make habitable the said unit in the manner mentioned and specified in FOURTH SCHEDULE



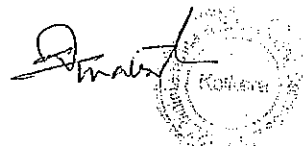
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hereunder written and shall complete and/or install the common portions of the said building, within 10 months from the date of signing of this present. Failing which TRANSFEROR/SUB-LESSOR is liable to pay interest @18% per annum to the TRANSFEREE/SUB-LESSEE on the amount already receipt from TRANSFEREE/SUB-LESSEE and till such time TRANSFEROR/SUB-LESSOR hand over possession of the SAID UNIT to the TRANSFEREE/SUB-LESSEE. The said unit and the properties appurtenant thereto to the extent as existing on the date hereof, if the same has been constructed before the date of these presents shall be deemed to have been constructed by the TRANSFEROR/SUB-LESSOR for and on behalf and on account of the TRANSFEREE/SUB-LESSEE.

- ix. The TRANSFEREE/SUB-LESSEE shall not to do or cause to be done anything whereby the construction and/or erection of the said buildings or any part thereof is in any way hindered or impended with and if due to any neglect or default on the part of the TRANSFEREE/SUB-LESSEE, the TRANSFEROR/SUB-LESSOR is obstructed or hindered or restrained from doing and/or carrying the construction of the said unit and/or the said building or the buildings in the SAID PROPERTY then in that event without prejudice to all other rights which the TRANSFEROR/SUB-LESSOR shall have against the TRANSFEREE/SUB-LESSEE the TRANSFEROR/SUB-LESSOR shall be entitled to liquidated damages being all the direct and indirect and consequential damages or loss which may be suffered or incurred by the TRANSFEROR/SUB-LESSOR until such obstruction or hindrance or impediment is removed.
- x. The TRANSFEREE/SUB-LESSEE shall not cause any objection or obstruction in the construction and completion of construction of or in the Building nor shall claim any right whatsoever or howsoever the neighboring or adjacent units constructed portions.
- xi. After possession of the said unit is taken over or is deemed to have been taken over by the TRANSFEREE/SUB-LESSEE, the TRANSFEREE/SUB-LESSEE shall not be entitled to raise any dispute against or claim any amount from the TRANSFEROR/SUB-LESSOR on any account.

5. EXTRA AND DEPOSITS in addition to the amounts mentioned hereinabove, the TRANSFEREE/SUB-LESSEE shall pay to the TRANSFEROR/SUB-LESSOR:-

- a. Proportionate prices costs charges and expenses for electrical sub-station, high tension line, transformer wiring and cables and accessories used for their installation, electric meters, fire fighting equipment and other related equipment and accessories including for their acquiring installation and for the equipment and instruments all over new/additional instruments, facilities and conveniences for the unit holder that may be provided by the TRANSFEROR/SUB-LESSOR in the said complex.
- b. Proportionate amounts required to be paid to the WBSEDC Ltd., by way of security deposits and/or service charges and/or other extras and misc. expenses for obtaining temporary / else



while, and/or final electric connection and meters for the said Building and total amount as mentioned above for the said unit.

- c. Proportionate charges of the betterment fee, development charges and fees and other levies taxes, duties and statutory liabilities that may at any time hereinafter be charged or imposed or levied on the said building and/or all the Buildings in the complex and/or the premises.
 - d. In case if TRANSFEROR/SUB-LESSOR pay to any statutory body works contract Tax (VAT) on the value mentioned in the THIRD SCHEDULE here under written and on any of the extra items of installations, in such event the TRANSFEREE/SUB-LESSEE shall reimburse such amount to the TRANSFEROR/SUB-LESSOR on demand and the TRANSFEREE/SUB-LESSEE agrees not to raise or cause any objection in respect thereof and to accept the same.
 - e. All stamp duty, Registration charges and miscellaneous expenses for this agreement and all documents to be executed in pursuance of this agreement including the sub lease deed of undivided share in Land of the SAID PROPERTY, as attributable to the said unit. Any Government Fees payable for getting permission for sub lease. It is agreed that the lawyers fees for this agreement for the preparation and registration of Deed of sub lease and other connected charges and expenses of the said documents will be payable and borne by the TRANSFEREE/SUB-LESSEE.
6. POSSESSION: Upon making the said Unit habitable, the TRANSFEROR/SUB-LESSOR shall give a notice thereof to the TRANSFEREE/SUB-LESSEE who shall within 15 days of its service take possession of the said unit after fulfilling all the terms, conditions, covenants and obligations hereunder. The TRANSFEREE/SUB-LESSEE fails to take possession within the period specified in such notice, then it will be deemed to have taken possession from the last date of the said period of 15 days of service of the said notice, is herein called ("the date of possession"). It will not be necessary for the TRANSFEROR/SUB-LESSOR to complete the common parts and the common portions before giving the said notice but the TRANSFEROR/SUB-LESSOR shall be liable to complete the common parts shall be completed in due course. The said Unit shall be deemed to be completed when it is in a habitable condition and free ingress and egress to and water drainage, sewerage and electricity (temporary or permanent) connection are provided in the said Unit.
- i. Upon delivery of possession of the said Unit, the TRANSFEREE/SUB-LESSEE shall be entitled to use possess and enjoy the said Unit but subject to other provisions hereof and the TRANSFEREE/SUB-LESSEE shall not have any other right or interest in the Building or any other part thereof save as strictly required for ingress and egress and passage for utilities necessary for the use and enjoyment of the said Unit.
 - ii. The TRANSFEREE/SUB-LESSEE shall not be entitled to deal with or let out or encumber or transfer or alienate the said Unit or any part thereof or the rights of the TRANSFEREE/SUB-LESSEE hereunder as long as the TRANSFEREE/SUB-LESSEE is in default in observance



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and performance of the terms, conditions and his/her/its/their covenants and obligations hereunder and without first making payment of the entire of all balance amounts payable hereunder to the TRANSFEROR/SUB-LESSOR and obtaining prior consent in writing of the TRANSFEROR/SUB-LESSOR and/upon paying Rs.50,000/= (Rupees Fifty Thousand) only to the TRANSFEROR/SUB-LESSOR as fees/charges for according the consent and accepting the nominee/transferee in place of the said TRANSFEREE/SUB-LESSEE. In the case of every further transfer or encumbrance transfer alienation before the execution and registration of Sub-Lease a similar fee shall be payable to the TRANSFEROR/SUB-LESSOR. All such every further transfer etc., prior to execution and registration of Sub-Lease shall be also, subject to prior consent of the TRANSFEROR/SUB-LESSOR and also subject to prepayment of the amounts payable to the TRANSFEROR/SUB-LESSOR including the said fee. The said TRANSFEROR/SUB-LESSOR will, in any event be entitled to refuse such consent without disclosing any reasons thereafter. It is clarified that upon fulfillment of the terms of this Agreement Sub-Lease is entitled to transfer its right, title, interest in respect of the said Unit subject to proper permission from The Government of West Bengal.

- iii. The TRANSFEREE/SUB-LESSEE shall be entitled to have the Deed of sub lease in favour of the TRANSFEREE/SUB-LESSEE or his/her/ its/ their nominee or nominees provided that in case the TRANSFEREE/SUB-LESSEE shall require the Deed of sub lease to be executed in favour of the nominee/s then the TRANSFEREE/SUB-LESSEE shall be bound to pay to the TRANSFEROR/SUB-LESSOR a fee equal to Rs.50,000/= and in each case of further nomination if made before the Deed of sub lease is executed then similar fee shall become payable in case of such nominations and the TRANSFEREE/SUB-LESSEE and the intervening nominations shall be subject to pre-approval by the TRANSFEROR/SUB-LESSOR who will be entitled to refuse such approval without disclosing reasons therefor.
- iv. Within 15 days of being required by the TRANSFEROR/SUB-LESSOR to do so, the TRANSFEREE/SUB-LESSEE shall without raising any objection accept, execute, complete and/or deliver to the TRANSFEROR/SUB-LESSOR such documents statements affidavits and authorities as be deemed advisable by DEBABRATA BANERJEE, Advocate, Calcutta, to be executed in pursuance hereof. All costs and expenses for stamps and registration and fees of the advocate shall be pre deposited by the TRANSFEREE/SUB-LESSEE with the said Advocate.
- v. The form, contents, covenants, exceptions, reservations and restrictions of and in the documents to be drawn and/or finalised and approved by DEBABRATA BANERJEE, Advocate, Calcutta, and the TRANSFEREE/SUB-LESSEE will not raise any objection thereto but the TRANSFEREE/SUB-LESSEE shall have the liberty to seek reasonable clarification from them.

7. UTILITIES

- i. The TRANSFEREE/SUB-LESSEE shall be liable to pay for all water, gas, electricity and any other supplied to the said Showroom/Shoproom/Office Room and/or proportionately for the



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Premises and in the event of such water gas electricity and other services not being supplied and metered separately to pay to the TRANSFEROR/SUB-LESSOR on demand a proportionate part of the costs therefor such costs to be calculated by the TRANSFEROR/SUB-LESSOR and notified to the TRANSFEREE/SUB-LESSEE in writing and such notification shall be conclusive as to the amount of the said costs. The TRANSFEREE/SUB-LESSEE shall also reimburse to the TRANSFEROR/SUB-LESSOR on demand for all taxes or impositions levied or imposed from time to time on the services supplied to the said showroom/Shop room and/or Premises (or if not levied or imposed separately in respect of the premises then a proportionate amount of such taxes or imposition) and any increase thereon, the documentary evidence will be provided for the increase amount.

- ii. TELEPHONE AND OTHER APPLIANCES: All telephone water gas and/or electricity facilities and meters or sub meters installed for the use of the premises shall be installed at the TRANSFEREE/SUB-LESSEE's cost and the TRANSFEREE/SUB-LESSEE shall be liable to pay for all turning on fees and all charges therefore.

8. PERMISSIONS

- i. TRANSFEREE/SUB-LESSEE shall apply for and to pay all charges for and connected with license required for operating the said Showroom/Shop room.
- ii. TRANSFEREE/SUB-LESSEE shall apply for and to pay all charges for and connected with permission if any required from Government of West Bengal for operating the said Showroom/Shop room.
- iii. TRANSFEROR/SUB-LESSOR and TRANSFEREE/SUB-LESSEE shall jointly apply to the Concerned Authority The Government of West Bengal for permission to Sub-Lease the said Unit.
- iv. It is clearly understood by and between the Parties herein that Government of West Bengal has permitted to transfer original Lessee's Leasehold right on the Industrial/Commercial Plots or Industrial/ Commercial Plots with Industrial/Commercial Units to other upon payment of certain premium to Government of West Bengal, in terms of Notification No.1721 UD and 1722 UD both dated 6th May, 2005 of the Urban Development Department Government of West Bengal. But if any case Sub-Lease has to vacate the said Unit for non availability of the aforesaid permission then in that case Sub-Lessor will refund the total amount taken by them But all payments will be made only before receiving the possession from the Sub-Lessee. Sub-Lessor shall not to pay any interest at the same time Sub-Lease shall not pay during the period of occupancy at mentioned hereinabove.

9. ADDITIONS AND/OR ALTERATIONS



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The TRANSFEREE/SUB-LESSEE shall not make or permit to be made any alterations and/or additions to the said Showroom/Shoproom/Office Room which will cause damage to the Property. The TRANSFEREE/SUB-LESSEE shall not affix or install any further or additional electrical points in or about the said Showroom/Shoproom/Office Room and/or premises without the prior approval of the Architects in writing PROVIDED FURTHER that all such work shall be carried out by a licensed electrical contractor to be employed and paid for by the TRANSFEREE/SUB-LESSEE who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the TRANSFEREE/SUB-LESSEE shall be required to submit proper electrical plans to the TRANSFEROR/SUB-LESSOR and/or secure permissions from the authorities concerned. TRANSFEREE/SUB-LESSEE shall put Sign board of adequate size with the consultation and approval of the Architect.

10. ARCHITECT AND ENGINEERS

The TRANSFEREE/SUB-LESSEE shall be liable to pay any architect, engineer or other consultant employed by the TRANSFEROR/SUB-LESSOR at the request of TRANSFEREE/SUB-LESSEE for the purpose of considering and approving any plan specification and/or materials and all works carried out by the TRANSFEREE/SUB-LESSEE the cost charges and expenses incurred in connection therewith shall be paid borne and discharged by the TRANSFEREE/SUB-LESSEE.

11. USE OF PREMISES

- i. Subject to the TRANSFEREE/SUB-LESSEE obtaining at its own expense all necessary licenses, permit and/or approvals from the relevant authorities for the purposes of its business, the TRANSFEROR/SUB-LESSOR shall permit the TRANSFEREE/SUB-LESSEE use of the said Showroom/Shop Room/Office Room for the purpose of repairing, selling and/or displaying and/or vending of its products from the said Showroom/Shop Room.
- ii. The TRANSFEREE/SUB-LESSEE shall not do or permit to be done anything upon the said Showroom/Shop Room/Office Room and/or premises which may become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to or give cause for reasonable complaint from the TRANSFEROR/SUB-LESSOR or its other occupiers and/or occupiers of neighboring premises.
- iii. The TRANSFEREE/SUB-LESSEE shall not use the Premises and/or Showroom/Shop Room/Office Room for storage of any dangerous, noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose and shall not store or permitted to be stored any arms, ammunition or unlawful goods, gunpowder, salt-petre, kerosene, chemicals or any explosive, combustible or hazardous substance or material and shall keep the said Showroom/Shop Room/Office Room securely fastened and locked at all times when they remain unattended and shall not allow any person or persons to sleep on the premises and/or the unit nor keep any animals or reptiles on the premises and/or the unit.



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- iv. The TRANSFEREE/SUB-LESSEE shall not affix erect attach paint or exhibit or permit or suffer so to be upon any part of the exterior of the said Showroom/Shop Room/Office Room and/or Premises any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as have been previous approved in writing by the Architect nor shall erect or install on the windows of the said Showroom/Shop-room and/or premises any glass panel, any sign device furnishing ornament or object which is visible from outside which in the opinion of the Architect is incongruous or unsightly or may detract from the general appearance of the premises.
- v. The TRANSFEREE/SUB-LESSEE shall not block up or darken or obstruct or obscure any of the windows or lights belonging to the said Premises and/or to any part of the Building and shall not cover or obstruct any ventilating shafts or inlets or outlets and shall keep the said Showroom/Shop Room/Office Room well and sufficiently lighted through the hours of business.
- vi. The TRANSFEREE/SUB-LESSEE shall be required to maintain the interior of the Showroom/Shop-room to the standard normally expected of a Shopping Mall cum Entertainment Center and shall ensure that proper and adequate fire extinguishers and/or fire fighting or protecting equipment is installed in the said Showroom/Shop-room and shall strictly adhere to and promptly comply with any security or fire safety regulations which may be prescribed from time to time by the competent authorities.
- vii. The TRANSFEREE/SUB-LESSEE shall not place or leave outside the Showroom/Shop Room/Office Room and/or the Premises packages boxes or crates or any description or parcel of goods or articles or any containers of any description and to carry out all unpacking of goods within the premises.
- viii. The TRANSFEREE/SUB-LESSEE shall not place or take into the lifts or on to the escalations without prior approval of the TRANSFEROR/SUB-LESSOR any baggage, furniture, heavy articles or other goods.
- ix. NOTIFICATION OF DAMAGE: The TRANSFEREE/SUB-LESSEE shall forthwith notify the TRANSFEROR/SUB-LESSOR of any damage defect or malfunction which may occur in or to any part of the Showroom/Shop Room/Office Room and/or the Premises, water pipes, gas pipes, electrical wiring, air conditioning duct or any other fittings and fixtures therein.

12. CLEANLINESS AND HYGIENE :

- i. The TRANSFEREE/SUB-LESSEE shall keep the said Showroom/Shop Room/Office Room and/or Premises and/or every part thereof clean and hygienic and tidy and at a standard acceptable to the TRANSFEROR/SUB-LESSOR and to keep all pipes, drains, basins, sinks and water closets clean and unblocked. Any Cleaners employed by the TRANSFEREE/SUB-LESSEE for the purpose hereof shall be at the sole expense and responsibility of the TRANSFEREE/SUB-LESSEE.



Signature

- ii. To collect and/or remove all rubbish whatsoever and to dispose them off in approved refuse bins and/or containers in the said premises which the TRANSFEROR/SUB-LESSOR may from time to time direct.
- iii. The TRANSFEREE/SUB-LESSEE shall not throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind or any article or thing through or over windows or in any corridor or common part of the said premises except in the proper bins receptacles or containers only.

12. BUSINESS HOURS ARTICLE

Unless otherwise stipulated by the TRANSFEROR/SUB-LESSOR the Premises shall remain open for business on all days from 9 a.m. till 9 p.m. subject however to governmental rules and regulations.

13. INSURANCE

- i. The TRANSFEREE/SUB-LESSEE shall not permit or suffered to be done anything whereby the policy or policies of insurance on the building or the premises and/or the Showroom/Shop Room/Office Room against loss damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased to make good all damages suffered by the TRANSFEROR/SUB-LESSOR and to repay to the TRANSFEROR/SUB-LESSOR on demand all sums paid by way of increased premiums and all other expenses relating to renewal of such policies rendered necessary or by a breach or non-observance of this covenant without prejudice to any other right of the TRANSFEROR/SUB-LESSOR.
- ii. The TRANSFEREE/SUB-LESSEE shall insure and keep insured all equipment and other property against damage by fire and other such risks as the TRANSFEROR/SUB-LESSOR deems necessary and shall forward a copy of the policy to the TRANSFEROR/SUB-LESSOR upon request.

14. SERVICES

TRANSFEROR/SUB-LESSOR will form one Private Limited Company/Ltd Company/ Partnership Firm/Body of Individuals to provide maintenance and services in the Entertainment Center herein after called and referred as the "SERVICE COMPANY".

In consideration of the payment to be made by the TRANSFEREE/SUB-LESSEE the Service Company shall provide the following services:

a. INSURANCE

- i. To keep the property insured against loss or damage by fire storm tempest and flood and the bursting or overflowing of water pipes and apparatus and such other risks (if any) as the



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Service Company shall think fit in an insurance company selected by the Service Company in the full reinstatement value. In the foregoing, full reinstatement value, shall mean such sum as the Service Company reasonably considers from time to time taking such advice as may be proper to constitute the full reinstatement value making reasonable assumptions as to the time taken for reinstatement and the inflation of reinstatement costs it being expressly agreed that so far the said Shoproom/Show Room/Office Space is concerned the TRANSFEREE/SUB-LESSEE will take out an insurance policy entirely on its own account.

- ii. To use all insurance money received to make good the damage or destruction for which the money has been received and if reinstatement is impossible the Service Company shall hold the proportion of the insurance money applicable to the TRANSFEREE/SUB-LESSEE interest in trust for the time being.
 - iii. To insure against third party risks in such sums as the Service Company shall reasonably consider adequate.
- b. REPAIR To keep the following in repair :
- i. The roof of the property and the stack gutters and rainwater pipes and the drains and soak ways serving such rainwater pipes.
 - ii. The foundations of the property and all the external walls of the property (except boundary walls) and all load bearing walls therein (except interior faces of such external walls of load bearing walls where such interfere faces from part of a shop/unit).
 - iii. The services used in common.
 - iv. The entrance lobby and hall.
 - v. The entrance ways, boundary walls, gates and fences thereof and the parking spaces.
 - vi. The staircases.
- c. ELECTRICAL
- i. Service Company shall maintain electricity supply through the electric sub-station and keep in working order and condition the lighting in the hall stairs and landings and all other parts and portions properly lighted and also. maintain operate and run the said D.G. Sets and pay :
 - ii. All Costs charges and expenses which may be necessary and/or require to be made and/or provided for the purpose of replacement and/or repairs and/or overhauling and/or operation of the said electric sub-station and the said D.G. Sets shall be paid by the Service Company.



Signature

- iii. Payment of electricity bills payable for the electricity consumed for the purpose of lighting the halls, stairs, common areas including basement, pathways, driveways will be paid by the Service Company.

d. AIRCONDITIONING

Service Company shall maintain operate and run the said Air conditioning plant and pay:

- i. All costs charges and expenses which may be necessary and/or required to be made and/or to be provided for the purpose of replacement and/or repairs and/or overhauling and/or running the said Air conditioning plant.
- ii. Payment of the Electricity bills payable for the electricity consumed for the purpose of running and operating the said Air conditioning plant.
- iii. Payment of salaries, wages including all statutory benefits to the workmen engaged for running and operating the said air conditioning plant.

e. LIFT:

Service Company shall maintain, operate and run the said lifts and pay:

- i. All costs charges and expenses which may be necessary and/or required to be made and/or provided for the purpose of replacement and/or repairs and/or overhauling and/or running the said lifts/escalators.
- ii. Payment of electricity bills payable for the electricity consumed for the purpose of running and operating the said lifts and escalators.
- iii. Payment of salaries and wages including all statutory benefits to the workmen engaged for running and operating the said lifts and escalators.

- f. SECURITY to engage competent security agency for providing security services to the Building Complex.

- g. CAR PARKING: The service Company reserves the right to introduce "Pay and Park" System in future for better management of the parking facilities.

h. VALET SERVICE:

The service Company will engage Valets to provide valet service for the comfort and ease of the visitors and customers visiting the Entertainment Center.



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i. FIRE PROTECTION

It shall be the obligation of the Service Company to maintain and upkeep the fire protection equipment and facilities in working order.

j. HOUSEKEEPING, GARDENING AND LANDSCAPING

i. The Service Company shall engage proper agencies for cleaning, sweeping washing and the common areas lobbies, staircases and landing.

ii. The Service Company shall have the obligation to arrange to :

- a) Remove all rubbish, garbage etc from common areas.
- b) Provide proper lighting in the common areas, corridors, pathways, basement, driveways and maintain, repair, replace defective bulbs, lights, wires, cables etc.
- c) Maintenance gardening and landscaping.

k. PLUMBING AND SANITARY

The service company shall maintain the plumbing, sanitation, sewerage system in the building complex.

l. DECORATION

- i) To paint the parts of the exterior of the property (including the exterior stonework and other parts and portions) when as and Service Company deem fit.
- ii) Providing and where necessary replacing such floor covering as the Service Company may decide to provide for:
 - a) The entrance, lobby and hall of the property.
 - b) The staircases and landing of the property.
 - a) Any improvement that can reasonably be considered to benefit the property as a whole.
- iv) Reasonably incurring expenses in any proceedings or contemplated proceedings Or disputes relating to the Building Complex and/or Entertainment Center.
- v) Reasonably incurring other expenses (including without affecting the generality) the professional and other fees for advice or otherwise and interest on money borrowed by the Service Company to pay and expenses payable in or about the maintenance and proper and convenient administration, management and running of the property in considering or fulfilling the Service Company's obligation or discretionary power.



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- vi) Maintaining and repairing or contributing to the maintenance and repair of the various parts and portions of the property and all other accesses walls services or other things used in common by the shop owners and/or occupiers.

iii. MANPOWER to comply with the requirements the Service Company shall be

- a) Employing Managing Agents for the Property
- b) Employing competent persons or firms and qualified accountants for the purpose of accounting.

n. PAYMENT

- i) In consideration of the services to be provided by the Service Company to the TRANSFEREE/SUB-LESSEE herein it has been agreed by and between the parties hereto that:

- a) The TRANSFEREE/SUB-LESSEE shall liable to pay actual basis per month towards the proportionate share of the service charges.
- b) In addition to the above the TRANSFEREE/SUB-LESSEE shall be liable to make payment of an amount equivalent to fifteen percent of the amount so billed by the Service Company at actual as and by way of Management fees.
- c) The said service charges will be paid on or before the 10th day of each and every month for which the same shall become due and payable without any abatement and/or deduction whatsoever or howsoever.

In on event the TRANSFEREE/SUB-LESSEE shall be entitled to withhold payment of the said service charges on account of any deficiency in service or on any account whatsoever or howsoever.

- d) In the event of any default on the part of the TRANSFEREE/SUB-LESSEE in making timely payment of the said service charges then and in the event the TRANSFEREE/SUB-LESSEE shall be liable and agrees to pay interest on the amounts remaining in arrears at the rate of 18% per annum and this will be in addition to any other right which the Service Company may have against the TRANSFEREE/SUB-LESSEE as hereinafter provided.

o. ACCOUNTS

- i) The Service Company shall maintain a separate account in respect of the maintenance charges and the books of accounts and the other documents shall be kept at the registered office of the Service Company.



Signature

- ii) The accounts so prepared by the Service Company and certified by the Auditors if the Service Company shall be final conclusive and binding and in no event the TRANSFEREE/SUB-LESSEE shall be entitled to challenge or dispute the same in any manner whatsoever or howsoever unless there is a manifest error.
- iii) In addition to the above the TRANSFEREE/SUB-LESSEE shall not be entitled to claim for any losses and/or damages from the Service Company on account of any deficiency in service or on any other account whatsoever or howsoever.

p. DEPOSITS – SINKING FUND

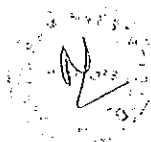
- 1) In addition to the payment of the said service charges the TRANSFEREE/SUB-LESSEE shall be liable and agrees to make payment of @ Rs.50/= per Sq. ft of super built up area as interest free non- refundable deposit to the Service Company.
- 2) In no event the TRANSFEREE/SUB-LESSEE shall be entitled to call upon the Service Company for refund of the amounts paid as and by way of Non-Refundable Deposits and the said deposit amounts shall be held by the Service Company until such time the TRANSFEREE/SUB-LESSEE shall continue to hold possess and enjoy the said Showroom/Shop Room/Office Room area and the TRANSFEREE/SUB-LESSEE has further agreed not to withhold any of the amounts agreed to be paid nor seek any adjustment of the amounts remaining in arrears against the said Deposit Amounts.

q. RESTRICTION AND USER

- i) For the purpose of beneficial use and enjoyment of the said Entertainment Center and also the various shop rooms and/or showroom forming part of the Entertainment Center the Service Company shall formulate certain restrictions and/or user regarding the various shop room, showrooms/office room and the TRANSFEREE/SUB-LESSEE hereby agrees and commits itself to adhere to the said restrictions and/or user of the said Showroom/Shop Room/Office Room and has further agreed not to do any act deed or thing which may violate and/or be in contravention of the said restrictions.
- ii) The Service Company shall be entitled to and the TRANSFEREE/SUB-LESSEE hereby consents to change such rules and regulations and/or restrictions from time to time as may be necessary and/or required.

r. DEFAULT

- i) It shall be the obligation of the TRANSFEREE/SUB-LESSEE to regularly and punctually make payment of the said service charges and in the event of any default on the part of the TRANSFEREE/SUB-LESSEE in making timely payments in terms of this agreement then in addition to the interest agreed to be paid by the TRANSFEREE/SUB-LESSEE to the Service



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Company in terms of this Agreement and if such default shall continue for a period of three months then and in that event the Service Company shall be entitled to and the TRANSFEREE/SUB-LESSEE hereby consents.

- ii) To discontinue the supply of electricity.
- iii) To discontinue the Air-Conditioning facilities to the said Showroom/Shop Room/Office Room.
- iv) To discontinue any or all of the Services being provided to the said Shoproom/Show Room/Office Room and the said service shall not be restored the TRANSFEREE/SUB-LESSEE shall not be entitled to claim restoration till such time the TRANSFEREE/SUB-LESSEE has made payment of all the amounts remaining in arrears together with interest accrued and the thereon at the rates of 18% per annum.

s. GENERAL

- i) The service Company shall be entitled to transfer and/or assign the benefits of this Agreement in part or wholly to any other service Company and upon receipt of such notice in writing the TRANSFEREE/SUB-LESSEE shall be liable and agrees to make payment of the service charges to such Transferee and/or Assignee as the case may be.

15. INDEMNITY TO TRANSFEROR/SUB-LESSOR

- i. Notwithstanding anything herein contained, the TRANSFEROR/SUB-LESSOR shall not in any way be liable or responsible to the TRANSFEREE/SUB-LESSEE or its agents who may be permitted to enter or use the said Showroom/Shop Room/Office Room or any part thereof for accidents, fire, happenings or injuries sustained whether resulting in death or not for loss or of damage to property goods or chattels in the leased premises Office Room or any part thereof and the TRANSFEREE/SUB-LESSEE shall keep the TRANSFEROR/SUB-LESSOR fully indemnified against the same.
- ii. Notwithstanding anything herein contained the TRANSFEROR/SUB-LESSOR shall not be liable to the TRANSFEREE/SUB-LESSEE nor shall the TRANSFEREE/SUB-LESSEE have any claim against the TRANSFEROR/SUB-LESSOR in respect of
 - a) Any interruption or cessation in the TRANSFEREE/SUB-LESSEE's enjoyment of the said showroom/Shop Room/Office Room of in any of the services mentioned hereinabove.
 - b) Any upgrading retrofitting, necessary repair or maintenance of the premises or any installations, systems or apparatus or
 - c) Any damage of destruction to the premises, unit, installation, system or apparatus or any part thereof



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- d) Any defect or breakdown or any installation, system or apparatus or any part thereof or
- e) Any strike by workmen or other labour disputes or riot or fire or a shortage of electricity, fuel, materials, water labour or inevitable accident or inclement conditions or Act or God or other causes beyond the control of the TRANSFEROR/SUB-LESSOR.
- f) Any act omission default misconduct or negligence of the TRANSFEROR/SUB-LESSOR or any porter, janitor, attendant or other agent or employee of the TRANSFEROR/SUB-LESSOR in or about the premises and purported performance of any duties herein.
- g) Any damage injury loss sustained by the TRANSFEREE/SUB-LESSEE from any leakage or overflow of the piping wiring or sprinkler system in the Building and/or any defect in the structure of the Building or any defective of for the failure in the supply of electricity or other utilities to the Building and/or Showroom/Shoproom.

16. RIGHT OF REFUSAL TO ENTRY INTO BUILDING AND RIGHT TO CHANGE LOCATION OF COMMON AREAS

- i. Notwithstanding anything herein contained, the TRANSFEROR/SUB-LESSOR shall have the right at all times to refuse access to the Building or otherwise control such access in respect of any person whose presence in the Building might in the judgment of the TRANSFEROR/SUB-LESSOR be prejudicial to the safety, character, reputation and interest of the Building and/or its occupiers.
- ii. The TRANSFEROR/SUB-LESSOR shall have the right at any time without the same constituting an actual or constructive eviction of the TRANSFEREE/SUB-LESSEE and without incurring any liability to the TRANSFEREE/SUB-LESSEE to change the arrangement, passage ways, doors, doorways, partitions, corridors, landings, staircases, lobbies, lifts, toilets, entrances to the Building or other public parts of the Building or any service installations or apparatus serving the Building and to change the name number of designation by which the Building is known.

17. WAIVER OF DEFAULT

- i. No condoning, excusing, overlooking, indulgence or forbearance by the TRANSFEROR/SUB-LESSOR or any breach of the TRANSFEREE/SUB-LESSEE's obligations herein shall operate as a waiver of the TRANSFEROR/SUB-LESSOR's right or in any way affect the TRANSFEROR/SUB-LESSOR's right hereunder in respect of any continuing or subsequent breach by the TRANSFEREE/SUB-LESSEE of its obligations herein and no waiver by the TRANSFEROR/SUB-LESSOR shall be inferred from or implied by anything done or omitted by the TRANSFEROR/SUB-LESSOR but such waiver shall be expressly stated to be so in writing and signed by the TRANSFEROR/SUB-LESSOR. Any consent given by the



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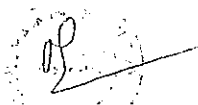
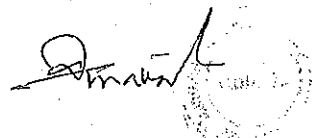
TRANSFEROR/SUB-LESSOR shall operate a consent only for the particular matter to which it relates and shall in no way operate as a waiver or release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the TRANSFEROR/SUB-LESSOR in future unless expressly so extended.

- ii. In giving its consent of any matters hereunder wherein the consent of the TRANSFEROR/SUB-LESSOR is required, the TRANSFEROR/SUB-LESSOR shall be at liberty to impose such conditions as it deems fit.

18. SERVICE OF NOTICE : Any notice document or writing required to be served delivered or given hereunder shall be deemed to be sufficiently served on the TRANSFEREE/SUB-LESSEE if posted upon some conspicuous part of the premises or if left addressed to the TRANSFEREE/SUB-LESSEE on the premises or is forwarded to the TRANSFEREE/SUB-LESSEE by registered post to the TRANSFEREE/ SUB-LEASEE's address herein or to its last known address and any notice document or writing shall be deemed to have been sufficiently served by the TRANSFEREE/SUB-LESSEE if delivered by registered post to the TRANSFEROR/SUB-LESSOR's address herein mentioned. All notices sent by registered post shall be deemed to be given at the time when it due course of post they could be delivered at the address to which they are sent.

19. RESOLUTION OF DISPUTES

- i. The parties hereto have agreed to amicably settle and/or resolve all disputes and differences arising out of these presents amongst themselves but in the event any dispute of whatsoever nature is incapable of being resolved amongst the parties hereto equably then and in the event the parties have agreed to refer all disputes and difference including the construction scope or effect of any of the terms and conditions herein contained and/or the determination of any right and/or liability and/or in any way touching or concerning these presents shall be resolved by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modification or enactment thereto for the time being in force. The arbitration shall be conducted by a panel of three arbitrators, one arbitrator to be appointed by each party and both the arbitrators shall mutually appoint the third arbitrator. The proceedings shall be in English and all orders/ awards passed in the proceedings by the arbitrator shall be binding on the Parties. The venue of the arbitration shall be at Kolkata.
- ii. The Arbitrators shall have summary powers.
- iii. The Arbitrators shall be entitled to lay down his own procedure.
- iv. The Arbitrators shall have power to give interim award and/or directions.

- v. It will not be obligatory on the part of the Arbitrator to follow the principles of the Indian Evidence Act or the procedures laid down under the Civil Procedure code unless enjoined on them by any statute of law for the time being in force.
- vi. The Arbitrators shall be entitled to give interim awards and directions which shall be binding on the parties.
- vii. It shall not be obligatory on the part of the Arbitrator to give a speaking or reasoned award.

20. JURISDICTION ARTICLE

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO : LAND

ALL THAT leasehold Land measuring more or less 19.6652 Cottahs be the Land a little more or less Plot No.3 to 4 & 48 to 49 in Block CK in Sector-II of the Northern Salt Lake City, extension Area in the District of 24-Parganas (N) Police Station Bidhannagar, extension Area in the District of 24-Parganas (N) Police Station Bidhannagar, butted and bounded by :

ON THE NORTH : Type VI Road
ON THE SOUTH : Type II Road
ON THE EAST : Plot No.CK-5 & 47
ON THE WEST : Plot No.CK-2 & 15

THE SECOND SCHEDULE ABOVE REFERRED TO : SAID UNIT

ALL THAT the Showroom / Shop Room / Office Room No 702 situated on the 7th Floor containing by admeasurement 5,100 Sq. ft. of super built up area (be the same a little more or less) in the building and forming part of the said Entertainment Center / LA VIDA MALL

THE THIRD SCHEDULE ABOVE REFERRED TO:

PAYMENT SCHEDULE

Date	Bank	Cheque No	Amount (Rupees)
21.04.2011	Union Bank of India	32015197	10,00,000/-
12.08.2011	Union Bank of India	32018953	2,69,22,500/-

Total 2,79,22,500/-



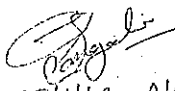
THE FOURTH SCHEDULE ABOVE REFERRED TO:

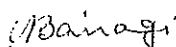
Specification:

- a. Flooring : Vitreous/Vitrified tiles
- b. Kitchen : Vitreous/Vitrified tiles
- c. Bathrooms : Vitreous/Vitrified tiles Flooring, upto 5ft. height Dado either with Spartec tiles or White Tiles. European Type Commode with Cistern. One Wash Basin.
- d. Hot & cold water connection in Bathroom.
- e. Doors : Iron Shutter (Glass Panel at the cost of the TRANSFEREE/SUB-LESSEE).
- f. Windows : Sliding Aluminum window with clear glass.
- g. All concealed wiring made of copper in conduit pipe.
- h. Power plugs and point and switches provided in all appropriate places.
- i. Walls & Ceilings : With plaster of paris finish.
- j. Ducting for Chimney to be provided at the cost of the TRANSFEREE/SUB-LESSEE. If the same Ducting for Chimney is to be used by others than the TRANSFEREE/SUB-LESSEE have to pay the proportionate cost for the such Ducting for Chimney..

IN WITNESS WHEREOF the Parties hereto have here unto set and subscribed their respective hands and seals the date month and year first above written.

SIGNED AND DELIVER by the
TRANSFEROR/SUB-LESSOR
above named in the presence of :

1. 
(SUREKHA NANGALIA)

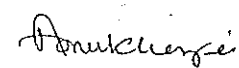
2. 
(BANAGI NANIGOPAL BAIRAGI)

For Parshuram Investment Ltd.

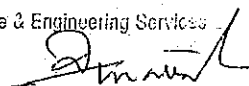

Director

SIGNED AND DELIVER by the
TRANSFEREE/SUB-LESSEE
Above named in the presence of:

1. 
(BISWANATH BASU)

2. 
(Ananth Bandhu Mukherjee)

22 Maintenance & Engineering Services


Authorised Signer

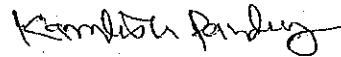
(DIPAK KUMAR CHATTOPADHYAY)

Date : 12.08.2011

Received with thanks from A 2 Z Maintenance and Engineering Services Ltd. The sum of Rupees Two Crore Sixty Nine Lakhs Twenty Two Thousand Five Hundred Only. Cheque No. 018953 of (Bank) Union Bank of India Salt Lake City, Kolkata 91.

Rs. 26922500/-

For PARSHURAM INVESTMENT LTD.



Authorised Signatory

For Parshuram Investment Ltd.

FORM 32

[Pursuant to sections 303(2), 264(2) or 266(1)(a) and 266(1)(b)(iii) of the Companies Act, 1956]

Particulars of appointment of Managing Director, directors, manager and secretary and the changes among them or consent of candidate to act as a Managing Director or director or manager or secretary of a company and/ or undertaking to take and pay for qualification shares

Form Language ☒ English ☐ हिन्दी

Note - All fields marked in *are to be mandatorily filled.

1. This form is for ☐ New company ☒ Existing company

2. (a) Form 1A reference number (Service request number (SRN) of Form 1A) or corporate identity number (CIN) of company

U67120WB1979PLC032054

(b) Global location number (GLN) of company

Pre-fill

3. (a) Name of the company

PARSHURAM INVESTMENT LTD

(b) Address of the registered office of the company

CK-3, SALT LAKE, SECTOR-II
KOLKATA
West Bengal
INDIA
700091

(c) e-mail ID of the company

vivek@naqngaliagroup.com

4. Number of Managing Director, director(s) for which the form is being filed

1

5. Details of the Managing Director, directors of the company

I Details of the Managing Director or director of the company

Director identification number (DIN)

00578052

Pre-fill

Name

VIVEK A NANGALIA

Father's name

RAMESH KUMAR NANGALIA

Present residential address

BE - 90, SALT LAKE CITY
SECTOR - I
KOLKATA
West Bengal
India 700064

Nationality

IN

Date of birth

06/06/1978

☒ Appointment ☐ Cessation ☐ Change in designation

Designation

Director

Date of appointment or change in designation

28/05/2011

Category

Promoter

(DD/MM/YYYY)

Whether chairman, executive director, non-executive director

☐ Chairman ☐ Executive director ☒ Non-executive director

DIN of the director to whom the appointee is alternate

Pre-fill

Name of the director to whom the appointee is alternate

Name of the company or institution whose nominee the appointee is

e-mail ID of director

bothrabna@yahoo.co.in

In case of cessation

Hereby confirmed that the above mentioned ☐ Director ☐ Managing Director is not associated with the company

with effect from

(DD/MM/YYYY) due to

For Parshuram Investment Ltd.



To,

12/08/2011

A2Z Maintenance & Engineering Services Limited

O-116, 1st Floor, Shopping Mall, Arjun Marg

DLF City; Phase- I;

Gurgaon-122002

Subject : Letter of Possession of the Office at La Vida Mall, Saltlake

Dear sir,

As we have an agreement on the Sub- leasing of office space , 5100 sqft super built up area, in 7 th floor, room no. 702 In the commercial complex ,La Vida Mall, Salt Lake for A2Z Maintenance & Engineering Services Limited .The commercial complex is ready to start fit out for your Interior work of the office .

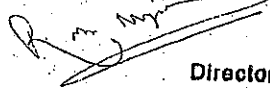
We appreciate your consideration for taking office space In our complex and you can have the possession of office In the premise effective from 12th August , 2011.

Thanking You,

Signed, Sealed & Delivered

By the Obligor

For Parshuram Investment Ltd.



Director

Indemnity Bond

BY THE PRESENT INDEMNITY BOND executed by us on this 12th day of August 2011.

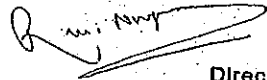
Parshuram Investment Limited, a Company incorporated under Companies Act, 1956 having its Registered office at CK 3, 4, 48 & 49, Sector II, Salt Lake, Kolkata 700 091 hereinafter called the Obligor (which expression shall mean and include its heirs, successors and legal representatives) in favour of A2Z Maintenance & Engineering Services Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at O-116, First Floor, Shopping Mall, Arjun Marg, DLF City, Phase-1, Gurgaon 122 002 hereinafter called the Oblige (which expression shall mean and include its heirs, successors and legal representatives).

All That Space Room No 702 situated on the 7th Floor Super Built Up Area admeasuring 5,100 Sq. ft. be the same a little more or less in La Vida Mall building hereinafter referred to as the "said space"

WHEREAS by an agreement dated 12th day of August 2011 made between the parties, the Obligor indemnifies the Oblige that the said space has not been mortgaged.

Signed, sealed and delivered
By the Obligor

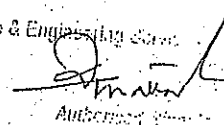
For Parshuram Investment Ltd.



Director

Signed, sealed and delivered
By the Oblige

A2Z Maintenance & Engineering Services



Authorized Signatory

Regd. No. of Company 21-402054

Nominal Capital Rs. 40 LAKHS

FORM NO. 32

THE COMPANIES ACT, 1956

Particulars of appointment of Directors and Manager and changes among them.

[Pursuant to section 303 (2)]

Name of the Company **PAUSHUNAM INVESTMENT LTD.**

Presented by **MAHA**

Note: — If Company has no particulars to be included in one or two of the heading 'A', 'B' and 'C' the parts containing those heading (in respect of which the Company has no particulars to be included) need be filled.

A. Appointment of and changes amongst Directors.

Name of person to whom notice is given	Full name	Former position	Present position	Residence address	Nationality	Date of appointment or change	Particulars of change
1	1	2	3	4	5	6	7
1. MAHAR KUMAR KAJARIA	Jugal Kishore Kajaria			114, Regent Park, Kolkata - 700 092	Indian	6.7.2005	Resigned
2. NIRMAL KUMAR TULSYAN	Late Babulal Tulsyan			286/1, B.B.D. Road, Hindimotor, Houghly	Indian	6.7.2005	Resigned
3. RAMESH KUMAR MANGALIA	Late B.K. Mangalia			249H, G.T. Road, Alibiah, Howrah	Indian	6.7.2005	Appointed as Additional Director.
4. VIVAK MANGALIA	Ramesh Kumar Mangalia			249H, G.T. Road, Alibiah, Howrah	Indian	6.7.2005	Appointed as Additional Director.
5. RAJESH KUMAR GOEL	Jagdish Prasad Goel			4, India Exchange Place, 2nd Floor, Kolkata	Indian	6.7.2005	Appointed as Additional Director.
6. RAJESH KUMAR GOEL	Jagdish Prasad Goel			4, India Exchange Place, 2nd Floor, Kolkata	Indian	6.7.2005	Appointed as Additional Director.

NOTES: 1) A note of changes should be made in column 6 e.g. by inserting against the name of you director etc. the work in place of and by indicating against the name of the former director the cause for the change e.g. by death resignation, retirement, rotation disqualification etc.

2) In case of Managing Director his designation should be stated with his name in Column (1).