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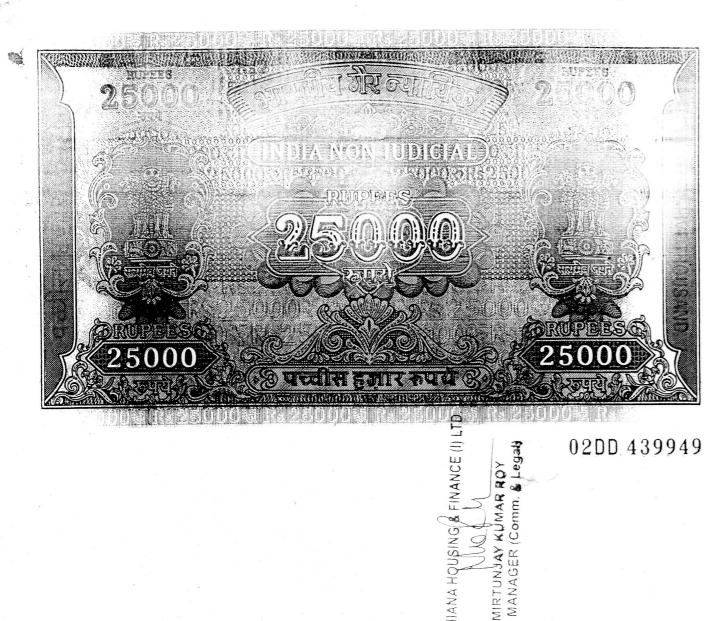
RUPPESSO 25000

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MIRTUNJAY WARROY SR. MANACER CITION & Legal)

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represented by its senior manager (commercial and legal) Mr. Mritunjay Kumar Roy Son of Shri Ram Balak Roy by faith Hindu, by Nationality Indian, by occupation service in M/s. Ashiana Housing and Finance (India) Limited, resident of 105, Pushpangali Complex Dimna Road, Mango Jamshedpur, Dist: East Singhbhum, hereinafter referred to as "A H F I L" (Which expression shall unless, excluded by or repugnant to the context, mean and include its successors, representatives and assigns) of the One Part;



1. Mr. Suresh Kumar Agarwal Son of Late Prabhu Dayal Agarwal 2. Mr. Saurav Agarwal Son of Shri Suresh Kumar Agarwal both by faith Hindu by occupation Business by Nationality Indian both resident of Duplex No: 5, Vijaya Heritage, Ulyan, Kadma, Jamshedpur Dist: East Singbhum, hereinafter called the "LESSEESS" (Which expression shall unless excluded by or repugnant to the context, mean and include its successors-in-office, executors, administrators, legal representatives, nominees and assigns) of the other Part;

AND



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Whereas

- A) Unless in these presents there is something in the subject or context, inconsistent the following expression shall have the meaning as follows::-
- i) "The Land" shall mean developed Plot No. 6, containing by measurement an area of 2 Acres more or less in Village Adityapur, Thana Seraikella, District: West Singhbhum (now Seraikella-Kharsawan), Jharkhand and more fully described in the schedule hereunder.



ii) "The Head Lease" shall mean the lease dated 2nd January, 1987 made between Adityapur Industrial Area Development Authority therein referred to as the Lessor of the One Part and A H F I L therein referred to as the Lessees of the Other Part and duly registered at the Office of Sub-Registrar, Seraikella, Jharkhand in Book NO. 11,volume no: 5, page 197 to229 and buy deed no 11 for the Year 1987, whereby and where under the said Lessor granted and demised unto AHFIL the said land for period of 99 Years commencing on the from 2nd January, 1987.



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FOR ASHIANA HOUSING & FINANCE (I) LTE

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SR. MANAGER (COMM. & LEGAL)

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- "Superior Landlord" Shall mean Adityapur Industrial Area Development Authority being the Lessor mentioned in the Head Lease.
- iv) "LEASE HOLD INTEREST "Shall mean the residue of the unexpired term of the leasehold interest of AHFIL in the land being subject matter of the Head Lease.
- v) "ASHIANA TRADE CENTRE" or "COMPLEX "Shall mean all the flats, offices, shops and parking spaces, etc. built in several residential and commercial building on the land.
- vi) "UNIT "Shall mean and Office space, more fully described in the Second Schedule hereunder.

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"SUB LEASE AGREEMENT "shall mean the Agreement dated vii) 19.8.1992 made between A H F I L of the One Part and The Lessees

No.1. Mr. Suresh Kumar Agarwal and No. 2. Mr. Saurav Agarwal of

the Other Part, in connection with the obtaining Sub-lease of Office

Premises No. 230, having an area 2902sq.ft. Described in the second

schedule herein under;

"LESSEESSS OF THE OTHER UNITS "shall be Sub-Lessees of the viii) Other Flats, Offices, Shops, Parking Spaces, etc. in the Ashiana Trade Centre, and/or Complex.



SE. MANAGER (Comm. & Legal)

ix) "COMMON PARTS" shall mean and include loppies Staircase,

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- "COMMON PARTS" shall mean and include lobbies Staircase,
 Stair-ways, Passages-way, Sub-Stations, pump room, Machine Room,
 Generator room, Office roof, one-taker's room and such other
 facilities, as may be specified by the AHFIL in writing to that effect.
- x) "COMMON PURPOSES "shall mean and include the purpose of maintaining the said Complex and in particular the common parts and meeting of the common expenses and matters relating to mutual rights, and obligations of all the Lessees and common use and enjoyment thereof.



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xi) "COMMON EXPENSES" shall mean and include the expenses incurred or to be incurred in connection with the common purposes (brief details whereof are mentioned in the THIRD SCHEDULE

incurred or to be incurred in connection with the common purposes (brief details whereof are mentioned in the THIRD SCHEDULE hereunder written) and the proportionate share of the Lessees shall be determined AHFIL and/or the Holding Organisation of its absolute discretion taking into account the built up area of the said unit and the total saleable built up area in the residential portion of the Complex.

xii) "UNDIVIDED SHARE "shall mean undivided share of interest in that portion of the land which covers the plinth of the Building on which the Unit is situated and 5(Five) feet land adjacent in the plinth on all sides in the same proportion which the area of the said Unit held by the Lessees bears to the total area of all Units in the said Building.

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- "PROPORTIONATE SHARE "shall mean the ratio which the built up xiii) area of the Unit bears to the total saleable built up area of the residential portion of the Complex.
- "HOLDING ORGANISATION "shall mean and include the Coxiv) operative Society, Association or Limited Company that may be formed or nominated by AHFIL for maintenance of common purposes and for common services.
- The Superior Landlord in consideration of payment of the premium B) mentioned in the Head Lease and the rent thereby contained granted and demised by way of Lease free from all encumbrances, liens, charges, claims and demands whatsoever unto and in favour of AHFIL the land for a period of 99 Years commencing from 2nd day of January, 1987 with Provision s.



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- C) AHFIL before execution of the Head Lease was granted and obtained possession of the land from the superior Landlord and got the Building and development plans approved and sanctioned under BRUL Act. At its own cost and expenses developed the said land and built and erected a Building Complex on the said land Known as "ASHIANA TRADE CENTRE".
- D) The LESSEESS booked the unit and for the purpose entered into the sub-lease Agreement with the AHFIL.
- E) AHFIL completed the construction of the Unit in accordance with the terms conditions, stipulations and all the agreed specifications, contained in the Sub-Lease Agreement and has provided the amenities and facilities contained in the Sub-Lease Agreement.
- F) THE LESSEES has inspected the said Unit and has satisfied himself about the completion, specifications amenities, facilities etc. and has taken the possession of the said UNIT.
- G) THE LESSEES has taken inspection of the Head Lease, Building Plans and other documents and has otherwise satisfied himself about the right, title and interest of the AHFIL over the said land and is also aware of the facts that the AHFIL is required to execute and/or execute Sub-Lease Deed in favour of the "LESSEESS OF THE OTHER UNITS".
- H) THE LESSEES has approached the AHFIL to execute the Sub-Lease Deed in favour of the Lessees and the AHFIL has agreed to execute the same.



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NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follow: -

In pursuance of the Sub-Lease Agreements dated 11.12.2006, and in consideration of a sum of Rs. 27,98,900/- (Rupees Twenty Seven Lakh Ninety Eight Thousand Nine Hundred Only) only paid by the Lessees to AHFIL by way of premium and (the receipt whereof AHFIL doth hereby admit and acknowledge) AHFIL do hereby grant, demise and Sub-Lease unto and in favour of the LESSEES ALL THAT undivided share or interest in the land mentioned in the First Schedule hereunder TO HOLD the said undivided share or interest and the rights and properties hereby granted and demised together with the said Unit as also the common parts in common with the Lessees of other Units during the Leasehold interest of AHFIL in the said land subject to the terms, conditions, powers and liabilities, hereinafter contained.

THE LESSEES DOTH HEREBY COVENANTS WITH AHFIL AS FOLLOWS

- A) TO pay from time to time proportionate share of the common expenses including the ground rent, payable to the Superior Landlord and to observe and perform all other terms and conditions contained in the Sub-Lease Agreement excepting those which have already been observed and performed.
- B) To pay both owners and occupiers share of all Government Municipal Rates, Taxes and all other outgoings and impositions of whatsoever nature levied or which may be levied or imposed in future on the said Unit and also for the undivided share in the land and the common parts





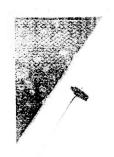
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- C) Until such time the said Unit and other Units are separated and mutated by the Municipal Authorities/ Notified Area Committee such Govt. Municipal Rates and Taxes and other impositions shall be paid to AHFIL and upon formation of the Holding Organisation to such Holding Organisation and the Lessees further agrees to pay and contribute proportionate share of such rates, taxes and other impositions.
- D) To pay interest at the rate of 18% per annum on all amounts becoming due and payable by the said Lessees to AHFIL hereunder for the period of the said Lessees delays and/or default in payment thereof
- E) Not to do any things whereby the said Head Lease by anywist prejudicially affected or become liable to be attached and to observe and perform the covenants and conditions thereof in so far as the same relate to the Lessees.
- F) In connection with the use and enjoyment of the said Unit and the undivided share in the said land and the common parts comprised in the Complex.
- i) Not to throw any rubbish or store any article or consumable goods in the common parts save to such extent at such place or places, if any as may be specified or permitted.
- ii) Not to carry any obnoxious injurious, noisy offensive, illegal of immoral activity in the said Unit.
- Not to cause any nuisance or annoyance to the Co-Lessees/ Co-occupants of other portions of the Complex.
- iv) To use or allow the use of the said Unit for commercial purposes ANE NOT to use or permit the same to be used for any boarding and





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- v) Not to decorate or paint on the common parts of the complex in any manner save in accordance with the general scheme thereof as may be permitted in writing by AHFIL or the holding Organisation.
- vi) Not to do anything whereby the Lessees of the Owner Units are obstructed in or prevented from enjoying quietly and exclusively of their respective Units and the common parts jointly.
- vii) Save as has been expressly granted not to claim any right in any part of the complex or the said Land except as may be necessary for maintenance ingress and egress of men and facilities fittings of utilized, pipes cables and lines of the said Unit.
- viii) Not to display or affix any new sign or signboard of the any oute walls of the Complex or the Units or in common parts save to the extent and at place as may be specified from time to time.
- Not to claim any partition or sub-division of the land of the common parts and not to partition the Unit by metes and bounds excepting with the permission in writing of AHFIL.
- Not to claim any right over the roof/terrace and over and in respect content common and open spaces which have not been transferred common demised to the Lessees except the right to use the same in common with the Lessees of the Other Units.
- xi) Not to erect any building or structures on the common parts.
- G) To keep the said Unit in a good state of repairs conditions and to carr out necessary repairs or replacements as and when required.



- H) To permit AHFIL / HOLDING Organisation and its surveyors or agents with or without workmen at all reasonable time and upon 48 hour's previous Notice in writing to the Lessees to enter upon the said Unit and every part thereof to view the State and conditions thereof and of all defects decays and want of repairs there found and to give notice to the Lessees to repair the same.
- I) Within 15 days after every such notice as aforesaid to repair and make good all such defects decay and want to repairs on the said Unit at the cost of the Lessees.
- The Lessees shall have the liberty to mortgage assign or transfer, by any other mode, grant, Sub-Lease of whole or any part or the said Unit together with the undivided share of interest in the land comprised in the said Complex. PROVIDED HOWEVER AND ALSO SUBJECT to such transferee or Sub-Lessees performing and observing and/or agreeing to perform and observe all the terms, conditions and covenants herein contained and on the part of the Lessees to be observed and performed including those mentioned in the Head Lease and Sub-Lease Agreement.
- K) To allow the Lessees of other Units the right to easements and/or quasi-easements.
- L) To observe and perform the regulations framed as to the manner or use of the said unit and/or common facilities as may be framed or made applicable from time to time for the use of the said Unit by AHFIL and upon formation of the Holding organisation and such rules and regulations for the use of the said Unit and common facilities as and when framed or altered or amended shall form part of this Indenture.

- M) If at any time hereafter the Owner's and/or occupier's share of Municipal Rates, Taxes including the Water Tax in respect of the said UNIT be separately assessed by the Municipal Authorities the Lessees shall pay and discharge its share of liability for owner's and/or occupier's share of such rates and taxes as the case may be and pay to AHFIL / HOLDING organisation the proportionate share of such Municipal Rates taxes in respect of the common parts of the said complex PROVIDED HOWEVER until such time the separately assessment is being made the liability of the Lessees to pay such rates, taxes and outgoings shall be determined on the let able or at the rate at which the same has been let out by the Lessees to its tenants whichever is higher.
- N) To pay to the AHFIL / HOLDING organisation proportionate share of all costs and expenses for all periodical repairs (inside and outside of the Complex excepting the inside of the said Unit for which the Lessees shall be responsible) additions, alterations, treatment, polishing, paints, and replacement of the said common compound pathways entrances common landings corridors, staircase (as may be incurred or to be incurred by A HFIL / Holding Organisation from time to time.
- O) Not to demolish or cause to be demolished any main structures of partition walls in the said Unit or any part or portion thereof, or at any time to make or cause to be made any new constructions of whatsoeve nature or kind in the said Unit or any part thereof, not to make any additions or alterations to the said Unit or charge Colour scheme of front elevations in the said Unit or change Colour scheme or from

from AHFIL / Holding Organisation (such consent shall not however be unreasonably with held) PROVIDE THAT nothing herein contained shall preclude or prevent the Lessees from putting up any new erections by wooden partition walls, rods grills or otherwise and/or fixtures and fittings, including air conditions and/or renovation and/or redecoration of the interior of the said Unit or any portion thereof.

- 3. THE LESSOR (AHFIL) doth hereby covenant with the Lessees as follows::
- a) The Lessees paying the rent and other amounts hereby made payable and observing and performing the covenants, terms and conditions herein contained and on the part of the Lessees to be paid observed fulfilled and performed the Lessees shall peaceably and quietly hold and enjoy the said Unit and the undivided share without any interruption from or by AHFIL or any person claiming through or, under AHFIL.
- AHFIL shall duly and promptly observe the covenants under the Head Lease and pay the rent and other amounts becoming due and payable there under and shall not do any act or thing whereby the Head lease may in any manner be endangered or cancelled or be terminated at any time before the expiry of the terms reserved by the Head Lease and the renewal thereof, if any.
- c) AHFIL shall maintain water supply, electricity lights and common services and provided repairs and maintenance of sanitary and Plumbing fittings wirings, switch boards, power points other than those within the Unit, maintenance and repairs of pump Generator and





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of other Units regularly and punctually making payment of the proportionate share of the maintenance and other service charges as hereinabove provided.

- d) AHFIL shall recognize the transferees/Assigns or sub-Lessees of the Lessees and will provide them the same facilities and provisions as are agreed to be provided to the Lessees under this Sub-Lease.
- 4) PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS::-
- a) That a matter of necessity the Lessees shall and will own and enjoy the said Unit including the undivided share of land hereby demised in common and consist ants with the rights and interest of Lessees of the Other units and all other persons lawfully entitled thereto and use all sewers, drains and water sources etc. now in or upon or hereafter to be erected and installed on the said residential portions of the said land or any part thereof in common with the said persons and permit freely to run and pass water sewers, drains and other services lines through and else the same or any of them, and share with the aforesaid persons the cost of repairing and maintaining all such powers drains, water sources and service lines in the complex and use the same as aforesaid and in accordance with the rules and regulations bye-laws and terms of the holding organisation and the said undivided share or interest shall always remain impartiable.
- b) That the Lessees shall become and remain a member of the Holding Organisation to be formed and consisting of the other owners and Lessees of other Units for the purpose of attending to safeguarding and





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washing or Colour washing of the said unit and other common facilities and amenities to the Lessees of other Units in the complex.

- c) That the plan or elevation of the Unit shall not be altered or permitted or suffered to be altered nor shall any other buildings or erections be erected on the said land without the consent in writing of the AHFIL.
- d) That the Lessees and all persons claiming from him shall and will observe and perform the terms and conditions and bye-laws and the rules and regulations of the Holding Organization.
- e) In case the Lessees uses the said Unit for any purposes other than the permitted he render or fails to observe or perform any of the terms and conditions to be observed and performed by the Lessees under those presents and then in any of such event AHFIL/HOLDING organisation in addition to other rights it may otherwise have against the Lessees, shall have the right to directly realize and receive any rent or other amounts becoming payable to the Lessees by any person or tenant or Licensee in respect of the said Unit and also to disconnection or otherwise to stop the supply of the electricity, water and other facilities and/or amenities, provided in the complex or the Building until such time as the Lessees continue in default.
- f) In case of acquisition of the said land or the said building the compensation receivable by AHFIL and the Lessees shall be apportioned between AHFIL, the Lessees and the Lessees of the Other Units in accordance with the law and subject to what has been stated in the said Head Lease.
- g) In case of requisition of the said Unit the compensation receivable in respect thereof shall absolutely belong to the Lessees and AHFIL shall

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- h) It shall not be necessary for AHFIL to apply for and obtain renewal of the Head Lease upon expiry thereof in as such as upon such failure of AHFIL the Lessees and the Lessees of other Unit shall be entitled to become Lessees directly under Superior Landlord on such terms and conditions as may be agreed upon between the superior Landlord and the Lessees and Lessees of other Units.
- Any notice required to be served here under shall be deemed to have sufficiently served on the seventh day of the date on which the same is delivered to the postal authorities for transmission under Registered Post with Acknowledgement due.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO

All that Piece and Parcel of land measuring Approximately 2.00 (Two) Acres, situated at Village Dindli, and Adityapur, Thana Seraikella, District: Seraikella-Kharsawan, bearing Plot Nos, Khata Nos, Thana Nos, Village as follows:: -

Plot No.	Khata No.	Thana No.	Village.
123 (P)	48	129	Adityapur
126 (P)	48	129	-do-
128 (P)	48	129	-do-
129 (P)	48	129	-do-
130 (P)	14	129	-do-

Within the limit of Adityapur Industrial Area Development Authority and within the jurisdiction of Sub-Registrar, Seraikella and bounded as follows:

North: Nishant Vihar;

South : Main Kandra Road;





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THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO

All that Office bearing Nos: 230, having total super built up area 2902 sq.ft. (269.605 sq. Meters), on the Second floor of the Building known as Ashiana Trade Centre, situated at Village Dindli, within the Limits of Adityapur Industrial Area Development Authority, Dist. West Singhbhum now Seraikella-Kharsawan, within the State of Jharkhand.

Bounded as follows:-

BOUNDARY OF OFFICE NO: 230:

North :: Corridor

South :: Office no 230A

East :: Void

West :: Void

TOGETHER WITH Proportionate undivided share or share in that portion of the land which covers the plinth of the building and 5 feet and adjacent to the Plinth on all Sides in the same proportion which the aforesaid built up area bears to the built up area of the Unit in the said building.

THE THIRD SCHEDULE HEREIN ABOVE REEERRED TO:

- a) The expenses of maintaining, repairing decorating etc. of the main structures and in particular the road gutters, drains, water pipes, electric wires in under or upon the Building and enjoyed or used by the Lessees in common with the Lessees of the other Units and the main entrance, passages, landings and stair case of the building and the boundary walls of the Complex etc.
- b) The cost of cleaning and lighting the passage landings, staircase and other part of the building and complex as to be enjoyed or used by the





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- c) The cost of the salaries of clerk, bills, collectors, chowkidars, sweepers etc.
- d) The cost of decorating the exterior or the building.
- e) The cost of the working and maintenance of water pumps and other light and service charges.
- f) Municipal and other taxes.
- g) Ground rent including all other charges mentioned above.
- h) Insurance of the Building.
- Cost of water meter or electric meters and/or any deposit for water or electricity.
- Deposit of ground rent payable to the superior Landlord under the Head Lease.
- k) Such other expense as are necessary or incidental for the maintenance and up-keep of the Building.
- 1) All other deposits, expenses payable under any of the Clause of the Sub-Lease.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.



SIGNED AND DELIVERED BY AHFIL AT

SERAIKELLA in the presence of Witnesses: -

1) VS. Jent 22/5/02

2) JANION (50), 3/ME

SIGNED AND DELIVERED BY THE LESSEESS AT

SERAIKELLA in the presence of:

1) NS-gent

5) 34 en 1 Pet 120. 24 this

Drafted, read over and explained the content of this Deed of Lease to the Executant's who found and admitted the same to be true and correct.

Typed by::

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Sumb usen Amil

Astronomy D. Admi

Souror Ayonwal

Original and duplicate are same and exact copy of each other and this deed has 4200 words.

Certified that the Lessor and Lessees both have put their signatures

and L.T.I. in my presence.











