

DEED OF LEASE

LOT NO. “ ” CENTRAL SPRINGS PHASE 2

This Deed was prepared by me

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ATTORNEY AT LAW
51 EDWARD STREET
PORT-OF-SPAIN

THIS DEED OF LEASE is made the day of in the Year Of Our
Lord Two Thousand and Fourteen BETWEEN **TECH CONTRACT (TCT) LIMITED**
a Company duly incorporated under the Companies Act Chap. 81:01 of the Laws of
Trinidad and Tobago and having its registered office at I.D.C. Industrial Estate, 26-32
Sookhai Boulevard, Chaguanas 500444 in the Borough of Chaguanas in the Island of
Trinidad, in the Republic of Trinidad and Tobago, (hereinafter called “the Lessor”) of the

One Part and _____ of _____ in the Borough of _____ in the said Island of Trinidad, _____ (hereinafter called “the Lessee”) of the Other Part.

WHEREAS:-

A. In this Deed unless the context otherwise requires:-

- (i) “Developed Lands” means that portion of the Development known as “Central Springs **Phase 2**” developed or being developed in accordance with the General Development Plan marked “X” annexed to Deed dated the _____ day of _____ 2015 registered as No. DE _____
- (ii) “Development” means the development of the entire Estate ascribed hereunder by way of phases as a leasehold building scheme called “Central Springs” at Raphael Road, Freeport;
- (iii) “Estate” means ALL THAT parcel of land specifically described in the First Schedule hereto less any lands from time to time excluded therefrom together with any additional lands added thereto pursuant to the Lessor’s power to vary or modify same;
- (iv) “the Demised Premises” means the property hereby demised as described in the Second Schedule hereto;
- (v) “the Lessor” includes the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created;
- (vi) “the Lessee” includes the successors-in-title of the Lessee;
- (vii) “Management Company” means the private company in the name of CENTRAL SPRINGS MANAGEMENT COMPANY LIMITED” registered under the said Companies Act Ch. 81:01 having its registered office at I.D.C. Industrial Estate, 26-32 Sookhai Boulevard, Chaguanas 500444 aforesaid which shall assume the overall responsibilities for managing the Development inclusive of the Reserved Property described hereunder;
- (viii) “the Reserved Property” means all common areas forming part of the Estate not included in the present demise or in any other demise of the building lots forming part of the Estate and shall include all those the gardens, lawns, pleasure grounds, drive paths, visitors’ car parking areas, walkways, forecourts, security hut, disposal facilities, electrical kiosk, and any other areas not forming a portion of the said Lots as hereinafter described;

(ix) The Singular includes the plural and the masculine includes the feminine, and obligations of the Lessee if the Lessee shall consist of more than one individual or corporation shall be deemed to be joint and several obligations.

B. The Lessor is seised and possessed in fee simple of the Estate more particularly described in the First Schedule hereto by virtue of Deed dated the 9th day of July 2014 registered as No. DE201401819642D001 and the Lessor has laid out a portion thereof as a building estate with roads, drains, water and sewerage systems and open spaces (hereinafter referred to as “the Developed Lands”) and has caused a General Development Plan thereof to be prepared by Hirmanram Ramlogan Licensed Land Surveyor dated the _____ showing the Developed Lands divided into building lots and which said General Plan is marked “X” and annexed to Deed dated the day of _____ 2015 registered as No. DE _____ (hereinafter referred to as “the said General Plan”) subject to Deeds of Lease similar to this Deed already granted in respect of other lots of the Developed Lands and/or agreements for such Leases but otherwise free from encumbrances.

C. The Lessor has determined to dispose of such building lots (hereinafter referred to as “the said Lots”) as part of a leasehold building scheme in respect of the Developed Lands.

D. The Lessor has agreed with the Lessee to sell to the Lessee a leasehold interest in the Demised Premises and to grant to the Lessee a lease thereof **TOGETHER WITH** the benefit of such rights over the Reserved Property as are described in the Third Schedule hereto and on such terms and subject to such conditions as hereinafter appears for the term of ONE HUNDRED AND NINETY NINE (199) YEARS commencing on the day of _____ 2015 at the price or sum set out hereunder.

E. It is the Lessor’s intention that all the said Lots will be leased with the benefit of such rights and subject to such exceptions and reservations as are herein set forth and that each Lessee of each of the said lots should covenant with the Lessor to observe and perform in relation to each of the said lots stipulations in similar terms to those set out in the Fifth Schedule herein and be entitled mutually to enforce the same against one another.

F. For the purposes of the said leasehold building scheme and as an essential part thereof the Lessor has formed a private limited liability company incorporated under the Companies Act Ch. 81:01 by the name of CENTRAL SPRINGS MANAGEMENT COMPANY LIMITED having its registered office at IDC Industrial Estate, 26-32 Sookhai Boulevard, Chaguanas 500444 in the Borough of Chaguanas in the Island of Trinidad, in the Republic of Trinidad and Tobago (hereinafter referred to as “the

Management Company”) with an authorized capital of an unlimited number of Ordinary Shares and one (1) redeemable preference share and has made it a condition of the respective agreements preparatory to this Lease and the Leases of each of the other said lots that each owner will also become a shareholder of one such share in the capital of the Management Company and the Lessor shall hold the one (1) redeemable preference share which shall be redeemed by the Management Company following the completion of the sale of the last lot and that on completion of the grant of all leases in terms similar to these presents in respect of all the said lots, the Lessor will forthwith convey to the Management Company the freehold reversion of the Developed Lands including the Reserved Property subject to all such leases and the Management Company will thereupon assume all the rights duties obligations and responsibilities of the Lessor hereunder or otherwise in relation to the Developed Lands including the Reserved Property or any part or parts thereof and the Lessee has accordingly subscribed for and has been allotted or has purchased one (1) ordinary share in the capital of the Management Company (hereinafter referred to as “the said Share”) bearing the same number as the number of the lot on the said General Plan.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of **TRINIDAD AND TOBAGO DOLLARS** (TT\$) now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants on the part of Lessee hereinafter reserved and contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL AND SINGULAR** the Demised Premises described in the Second Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Third Schedule hereto **EXCEPTING AND RESERVING** unto the Lessor and its successors-in-title the Reserved Property **TO HOLD** the same unto the Lessee for the term of One Hundred and Ninety-Nine (199) years) commencing on the day of 2015 yielding and paying therefore during the said term the yearly rent of One Hundred Dollars (\$100.00) in advance on the first day of January in each year without deduction or set-off, the first of such payments being a proportionate payment to be made on the execution hereof **and also paying by way of further or additional rent the monthly management fee** referred to in clause 3 (i) of the Fifth Schedule hereto without deduction or set-off **SUBJECT TO** the rights easements and quasi-easements set out in the Fourth Schedule hereto which so far as not already affecting the Lessor’s estate in the Demised Premises are hereby excepted and reserved from this demise and **SUBJECT ALSO TO** the covenants conditions and stipulations on the part of the Lessee hereinafter contained.

2. The Lessee for herself, her executors administrators and permitted assigns and to the intent that the obligations may continue throughout the term hereby created hereby

covenants with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Fifth Schedule hereto.

3. The Lessor to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Lessee that the Lessor will observe and perform the obligations on the part of the Lessor set out in the Sixth Schedule hereto.

4. **PROVIDED ALWAYS** and it is hereby expressly agreed as follows:-

(1) If the rent hereby reserved or any part of such rent shall be in arrears and unpaid for twenty-one (21) days next after the day of payment on which the same ought to be paid as aforesaid (whether lawfully or formally demanded or not) or if there shall be any breach or non-observance of any of the Lessee's covenants or obligations or of the conditions hereinbefore contained then and in such case it shall be lawful for the Lessor or any person authorized by it in that behalf at any time to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained.

(2) Any demand for payment or any other notice whatsoever required to be made or given to the Lessee shall be well and sufficiently made or given if delivered personally to the Lessee or to any person acting as his agent in respect of the Demised Premises (or being a Company to any Director or President thereof) or if left addressed to the Lessee at or on the Demised Premises or at the Lessee's last known place of abode or being a Company at the place of business or registered office in Trinidad and Tobago. A notice sent by post shall be deemed to be given in the case of local post three (3) days after the date of posting and in the case of overseas post ten (10) days after the date of posting and if given by fax or telecopier on the date of dispatch thereof (with a confirmed response) or if given by delivery on the date of such delivery.

(3) That the Lessee paying the said rent hereby reserved and performing and observing the covenants on the part of the Lessee to be observed and performed hereinbefore shall during the said term quietly and peaceably hold and enjoy the Demised Premises without any unlawful interruption or disturbance by the Lessor or any person or persons deriving through of under or in trust for the Lessor.

(4) The Lessor hereby reserves the right to modify or vary the General Plan including to decrease the area of the building lots and to modify vary waive or release any restrictions or stipulations relating to adjoining or neighbouring

lands whether imposed or entered into before or at the same time as or after the date hereof and whether they are the same restrictions and stipulations in the Fifth Schedule hereof or not and notwithstanding that such adjoining or neighbouring lands form part of the Development including any restrictions and stipulations which may become binding on the Lessor by virtue of this Lease. The right to modify or vary or waive or to release hereby reserved shall be exercisable by the Lessor and its successors in title owner or owners for the time being of the Development.

- (5) The Lessor reserves to itself and those deriving title under it the right to sell lease or otherwise deal with any lots unsold at the present sale either subject to or free from all or any of the stipulations provisions obligations or restrictions imposed thereon by the particulars or these conditions and also as to any lot sold at this sale, the right to release waive or modify either wholly or in part all or any of such stipulations provisions obligations or restrictions. The exercise of the said right in relation to any lot or lots shall not release the Lessee of any other lot from any of the stipulations provisions obligations or restrictions affecting or imposed upon such other lot nor give to any such Lessee any right of action against the Lessor or any other person.

IN WITNESS WHEREOF the Common Seal of **TECH CONTRACT (TCT) LIMITED** was hereunto affixed the day of 2015 and the Lessee has hereunto set her hand the day of 2015.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL AND SINGULAR that certain piece or parcel of land situate at Raphael Road, Freeport in the Ward of Montserrat in the Island of Trinidad originally containing **TWENTY-FOUR POINT THREE ONE SIX TWO HECTARES (24.3162 Ha)** from previous survey and found to contain **TWENTY-FOUR POINT ONE FIVE EIGHT FIVE HECTARES (24.1585 Ha)** on resurvey (and which said piece or parcel of land comprises the four contiguous parcels of land described in the First Schedule to Deed registered as No. DE201401819642D001 and shown delineated and coloured pink on the Plan marked “Y” annexed to Deed registered as No. DE201401819642D001) and which said piece or parcel of land is shown delineated and coloured pink on the Plan marked “X” annexed to Deed registered as No. DE201401819642D001 and bounded: on the **North** partly by Raphael Road 6.04m. wide, partly by State Lands, partly by lands now or formerly of Ishmael Mohammed and partly by a Reserve 4.00 m wide along the banks of the existing Carapichaima River;

lawfully used and enjoyed to pass and repass over and along the private roads or streets of the Lessor and shown coloured “Brown” on the said General Plan for the purpose of going from the Demised Premises through the Development and to the public roads and vice versa.

2. Full Right and Liberty for the Lessee and all persons authorized by him (in common with all persons entitled to the like right) to use the open space forming part of the Reserved Property as shown on the said General Plan subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe.
3. All rights of way, drainage or watercourses and other rights in the nature of easements now or usually enjoyed by or in respect of the Demised Premises over through or from all or any other portions of the Development.
4. The right in common with the Lessor for the Lessee and his successors-in-title to use all drains, sewers, pipes, conduits, water courses, wires, cables and other services laid or passing through or under the other lands of the Lessor forming part of the Development.
5. The benefit of any covenants entered into by the Lessee of other lots forming part of the Development so far as such covenants are intended to benefit the Demised Premises or the Lessee or so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. All rights liberties privileges and advantages now enjoyed or intended to be enjoyed (whether as easements, quasi-easements or otherwise) by any other part of the Development or neighboring property of the Lessor over the Demised Premises.
2. Such rights of access to and entry upon the Demised Premises by the Lessor and the owners of the other lots forming part of the Development as are necessary for the proper performance of their obligations hereunder or under covenants relating to the other lots and similar to those herein contained.
3. The burden of any covenants entered into by the Lessor with the owners of the other lots so far as such covenants are intended to bind the Demised Premises or the Lessees.

THE FIFTH SCHEDULE ABOVE REFERRED TO

- (1) The Lessee shall pay the said yearly rent hereinbefore reserved at the times and in the manner at and in which the same is hereinbefore reserved and made payable without any deduction or set-off.
- (2) The Lessee shall pay all rates, taxes, charges, duties, burdens, assessments, outgoing and impositions whatsoever whether legislative municipal local or otherwise which now or shall at any time hereinafter during the term of these presents be charged rated assessed or imposed upon or in respect of the Demised Premises or any part thereof or on the Lessor or Lessee respectively in respect thereof.
- (3) (i) The Lessee shall pay to the Lessor or its agent without deduction or set-off during the said term on account of his liability under sub-clause 3 (iv) hereof the monthly management fee being a proportionate part of the Lessor's expenses as defined in sub-clause 3 (vi) hereof to be computed in the manner described in sub-clause 3 (vii) hereof to commence on the first day of the succeeding month from the execution of these presents and any alteration of the said fee shall be notified in writing by the Lessor to the Lessee within thirty (30) days of said alteration. In the event that the Lessee becomes delinquent in the payment of the rent hereby reserved or any part thereof (whether formally demanded or not), the Lessor shall be at liberty to impose any or all of the following penalties:-
 - (a) Apply a monthly late payment charge for delinquent accounts not paid by the 10th day of the month.
 - (b) Apply interest charges against the delinquent fee at the rate of 18% per annum.
 - (c) Forfeit these presents and re-enter the Demised Premises and where the Lessor effects re-entry under this sub-clause the Lessee shall voluntarily and peaceably yield up the Demised Premises and the Term shall absolutely determine but without prejudice to the respective rights and remedies of the Lessor and the Lessee which may then have accrued in respect of any antecedent breach (including the breach in respect of which re-entry is made) of the covenants and conditions contained in this Lease.

(ii) The Lessee shall not impugn or seek to set aside or render void any contract made between the Lessor and the Management Company or any transaction arising out of any such contract on the grounds that the Directors of the Management Company or some of them were nominees or appointees of the Lessor or that the Board of Directors of the Management Company did not constitute an independent body at any material time or otherwise and that he will not vote in favour of any resolution for any such purpose and (all other Lessees of other Lots being parties to a similar obligation) that they will indemnify the Lessor against any resolution action or proceedings by the Management Company thus impugning or seeking to set aside or render void any such contract or transaction.

(iii) The Lessee shall not, at any time while the Lessor remains entitled under the By-Laws of the Management Company to appoint the Directors thereof, alter or attempt to alter or join in or vote for any alteration or attempted alteration of the said By-Laws without the concurrence of the Lessor. This clause shall continue in full force and effect notwithstanding the completion of all other matters arising under this Lease.

(iv) The Lessee shall keep the Lessor indemnified from and against the proportionate amount, as determined under sub-clause 3 (vii) hereof, of all costs charges and expenses incurred by the Lessor in carrying out its obligations under the Sixth Schedule hereto

(v) If the proportionate amount in any year exceeds the monthly management fees paid for that year, the excess shall be due by the Lessee to the Lessor on demand and if the proportionate amount for any year is less than the monthly management fees paid for that year, the overpayment shall be credited to the Lessee against the next payment or payments of the monthly management fee.

(vi) In this clause "the Lessor's expenses" means the costs of the Lessor to carry out the Lessor's obligations set out in the Sixth Schedule hereto including any necessary administrative expenses of the Lessor and in and about the upkeep and maintenance and proper and convenient management of the Development including a park sewerage treatment plant and an electronic security gate within the Development and the provision of common garbage disposal facilities such expenses to include any interest paid on any money borrowed by the Lessor to defray expenses incurred by the Lessor in fulfillment of and compliance with its covenants herein contained notwithstanding the absence of any specific covenants by

the Lessor to incur the same; and any legal or other costs bona fide incurred by the Lessor in taking or defending proceedings (including any arbitration) arising out of any sub-lease of any part of the Development or any claim by or against any sub-lessee or tenant thereof or by any third party against the Lessor as occupier of any part of the Development and including any reasonable expenses for the improvement of the Development.

- (vii) The monthly management fee shall be determined by dividing the Lessor's expenses by the number of lots in the Development from time to time.
- (4) i) The Lessee shall erect on the Demised Premises a building on or before five (5) years from the date of execution of this Lease by the Lessee.
- ii) The Lessee shall not erect any new building or structure on the Demised Premises unless the prior approval of the relevant authorities is obtained and/or unless the same are in accordance with the relevant planning and building regulations.
- iii) The Lessee shall not erect on the Demised Premises any building other than one dwelling house of not more than two levels and not more than 8.75 metres in height from the ground level to the topmost part of the building together with necessary boundary walls or fences, garages and usual outbuildings for use in connection therewith.
- (5) No building, structure, fence or wall shall be erected, placed or altered on the Demised Premises until construction plans and specifications showing the nature, kind, shape, height, materials, location of structure on the said lot, and costs of the same shall have been submitted to and approved in writing by the Lessor at the expense of the Lessee.
- (6) The Lessee shall execute any works which may be executed on the Demised Premises in compliance in all respects with any statute applicable thereto and with the By-Laws and regulations of any Local Authority functioning within the area of the Demised Premises.
- (7) The Lessee shall not keep any vehicle on the Development or any part thereof, which is deemed to be a nuisance to the Lessor. The Lessee shall not conduct business transactions involving any type of repairs or restoration of any motor vehicle, boat, or other vehicle upon the Development.

- (8) Parking upon the Development shall be restricted to impervious areas of the Development. No parking shall be allowed on pervious areas without the prior written consent of the Lessor.
- (9) (i) The Lessee shall not erect any fence or wall upon the Demised Premises or any part thereof between the front elevation of the Demised Premises structure and the road reserve adjacent to and/or abutting the front elevation of the said structure.
- (ii) Erection of any fence or wall upon the Demised Premises shall be restricted to the side and back boundaries and shall be in line with the front elevation of the Demised Premises structure to enclose the back of the property.
- (iii) No boundary fence shall be constructed of chain link fencing unless the same is kept reasonably concealed by a hedge planted immediately adjacent thereto.
- (iv) It being the intent of the Lessor that the Lessee shall maintain the Demised Premises in an attractive manner giving a pleasing appearance to the entire Development.
- (10) The Lessee shall not erect or display any outdoor clotheslines and conduct outdoor clothes drying activities, unless they are located or conducted entirely within or behind a landscaped screen (or otherwise protected enclosure approved by the Lessor) so that they are completely concealed from the view of the streets or adjacent lots.
- (11) The Lessee shall not use any message or buildings comprised in the Demised Premises or any part thereof for any other purpose than that of a single private dwelling house and not do or suffer to be done on the Demised Premises or any part thereof or in or upon any building erected thereon anything which shall be deemed by the Lessor a nuisance to the Lessor or its assigns or the persons for the time being owning or occupying any of the lands adjacent to or in the neighborhood of the Demised Premises.
- (12) No boarding, placard, poster or signpost shall at any time be erected or be placed or suffered to be upon any part of the Demised Premises for the purpose of exhibiting any advertisements or notices or any purpose whatsoever other than such as relate to the selling or letting of the Demised Premises.
- (13) The Lessee shall not mix concrete or deposit any building material or other material on any road in or adjacent to the Development and the Lessee at his own expense shall make good to the satisfaction of the Lessor all damage

which shall be caused to the Lessor's private roads forming part of the Development as a result of the use by the Lessee his servants or agents of bulldozers or heavy vehicles or as a result of the digging of the surface thereof for the connection of water or sewer lines or as a result of the deposit of building materials thereon.

- (14) The Lessee shall not erect any pole or wire or cable other than for electricity, telephone supply, cable television and television antennae on the Demised Premises.
- (15) The Lessee shall not sell or dispose of any earth, clay, gravel or sand from the Demised Premises or permit any of the same to be removed except so far as shall be necessary for the execution of any works which may be carried out by the Lessee provided nevertheless that the Lessee may use for the purpose of any works which may be carried out by him any of the aforementioned substances which may be excavated in the proper execution of the said works.
- (16) The Lessee shall not cause or permit to come from his residence any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted on the Demised Premises.
- (17) No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Demised Premises except in closed containers, dumpsters or any other sanitary garbage collection facility and properly sized, closed plastic bags for curb side pick-up are required and all garbage shall be deposited with care for collection by the relevant authority. All containers, dumpsters and garbage facilities shall be kept in a clean and sanitary condition, no offensive odors shall be permitted and no refuse shall be allowed to accumulate so long as to be detrimental to the Demised Premises or Development.
- (18) The Lessee shall provide for himself a tank for water storage of not less than six hundred gallons.
- (19) The disposal of sewage and sullage water shall be done to the satisfaction of the Water and Sewage Authority.
- (20) The Lessee shall not assign underlet or part with the possession of any part of the Demised Premises without the prior consent in writing of the Lessor such consent however not to be unreasonably withheld in the case of a respectable and responsible person company or corporation and be at the cost of the Lessee.

- (21) The Lessee shall not keep common household pets for the purpose of breeding or for any commercial purpose. No other animals, livestock or poultry or any kind shall be kept, raised or bred upon any portion of the Demised Premises. All household pets must be confined to the Lessee's lot or must be on a leash when not confined to the Lessee's lot.
- (22) The Lessee shall permit the Lessor and its agents at all reasonable times to enter upon the Demised Premises to view the state and condition thereof and of the dwelling house erected thereon.
- (23) (a) The Lessee shall upon any transaction to which the Lessee is a party or over which the Lessee is a party or over which the Lessee has any control involving a change in the ownership of the Demised Premises ensure that the person becoming or contracting to become as a result of such transaction or disposition the owner of the Demised Premises becomes also a member of CENTRAL SPRINGS MANAGEMENT COMPANY LIMITED and enters into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee herein contained and in particular in this Clause.
- (b) The Lessee shall upon any devolution or transmission of the ownership of the Demised Premises to which the Lessee is not a party and over which the Lessee has no control use the Lessee's best endeavors to ensure that the person becoming the owner of the Demised Premises as a result of such devolution or transmission becomes also a member of CENTRAL SPRINGS MANAGEMENT COMPANY LIMITED and enters into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee herein contained and in particular in this Clause.
- (24) The Lessee shall within twenty one (21) days of the date of every assignment or underlease or parting with possession of the Demised Premises or any grant of probate or administration, assent, transfer, mortgage charge discharge, order of the court or other event or document relating to the Lessee's interest in the Demised Premises give notice in writing thereof to the Lessor.
- (25) The Lessee shall comply with and observe any reasonable rules and regulations which the Lessor and the Management Company may consistently make to govern the use of the Reserved Property.
- (26) The Lessee acknowledges that considerable work remains to be done to complete the Development including the Reserved Property which may cause discomfort and inconvenience to occupiers of the Development or any part or

parts thereof and the Lessee hereby agrees that neither the Lessee nor his personal representatives, successors in title nor assigns nor any of them will at any time hereafter bring or take any action or proceeding or make any claim whatsoever against the Lessor, its servants or agents, tenants, licensees or associates on account or by reason or in respect of :

- i) noise dust or other nuisances arising out of such development other than actual physical damage to the Demised Premises whether caused by negligence or not; and further agrees to indemnify and keep indemnified the Lessor and its servants and agents, tenants licensees and associates in respect of any claims actions or proceedings brought against any of them by any occupier of the Demised Premises in respect of noise dust or other nuisances arising out of such development other than actual physical damage to the Demised Premises whether caused by negligence or not;
 - ii) the Reserved Property or any part thereof and further agrees to indemnify and keep indemnified the Lessor and its servants and agents, tenants licensees and associates in respect of any claims actions or proceedings brought against any of them by any occupier of the Demised Premises in respect of the Reserved Property or any part thereof.
- (27) At the expiration or sooner determination of the said Term to peaceably surrender up to the Lessor the Demised Premises together with all additions and improvements made thereto during the term including all fixtures and fittings of every kind in or upon the Demised Premises affixed or fastened thereto during the term.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1. The Lessor shall pay all existing and future rates taxes assessments and outgoings now or hereinafter imposed on or payable in respect of the Reserved Property.
2. The Lessor shall keep the Reserved Property and all facilities fixtures and fittings therein and additions thereto in a good and tenable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts PROVIDED that nothing herein contained shall prejudice the Lessor's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered

by or caused to the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person.

3. The Lessor shall before carrying out any repairs or works for which it is responsible on or to the Reserved Property for the carrying out of which it requires access to the Demised Premises give reasonable notice (and except in cases of extreme urgency at least forty-eight hours' notice) in writing to the Lessee. The Lessor shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to the Demised Premises but shall act carefully and reasonably doing as little damage as possible to the Demised Premises and making good all damage done.

4. The Lessor shall keep and maintain the Reserved Property and the park sewerage treatment plant and the electronic security gate within the Development and the wiring meters switches lights and other apparatus used for the purpose of lighting the Reserved Property, the park sewerage treatment plant and operating the electronic gate in good order and condition and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or as should be lighted and shall provide common garbage disposal facilities for the deposit of rubbish therein by the Lessee.

5. The Lessor shall in the year 2018 and thereafter once in every fourth year (or otherwise but not oftener as it may think fit) paint with two coats of good paint all the perimeter/ external walls and metal work enclosing the Development.

6. The Lessor shall keep proper books of accounts of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on the first day of December next and on the last day of December in every subsequent year during the continuance of this demise and at the termination of this demise of the amount of the said costs charges and expenses incurred since the commencement of this demise or the date of the last preceding account as the case may be.

7. The account taken in pursuance of the last preceding clause shall be prepared and audited by a competent chartered accountant who shall certify the total amount of the said costs, charges and expenses (including the audit fee for the said account) for the period to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant to Clause 3 (iv) of the Fifth Schedule hereto such proportionate amount to be computed in the manner described in clause 3 (vii) of the Fifth Schedule hereto and all parties shall be bound by such account and the amount so certified.

8. The Lessor shall within two months of the date to which the account provided for

in Clause 6 of this Schedule is taken serve on the Lessee a notice in writing stating the said total and proportionate amounts certified in accordance with the last preceding Clause.

The Common Seal of TECH CONTRACT
(TCT) LIMITED was hereto affixed by
REZA SARAFAT its Assistant Secretary
in the presence of ENISHA BABOOLAL
a Director by order and authority of the
Board of Directors and in conformity with
its By-Laws in the presence of:

SIGNED AND DELIVERED
by the within named
as and for her act and deed
in the presence of:

“B”
This is the Deed marked “B” referred to
in the annexed Affidavits of
sworn to this day of
Before me

Commissioner of Affidavits