

AGREEMENT FOR AMENITIES

THIS AGREEMENT FOR AMENITIES is made and entered into at Bhuj, Gujarat, this _____ day of May, Two thousand and eight [.05.2008]

BETWEEN

_____, a company incorporated and registered under the Companies Act, 1956, and having its registered office at : _____, through its Authorized Signatory _____, (hereinafter referred to as "**the Party of the First Part**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean include its heirs, administrators, executors, successors in interest and assigns) of the First Part;

AND

_____, a company incorporated and registered under the Companies Act, 1956, and having its registered office at : _____, through its Authorized Signatory _____, (hereinafter referred to as "**the Party of the Second Part**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiaries, sister or group companies, associates, affiliates, representatives, successors and assigns) of the **Second Part**.

Wherever the Party of the First Part are a female, body corporate or are more than one person, the expressions 'he', 'him', 'his', 'himself' 'their' and 'its' in this Agreement shall be deemed to be modified and read suitably.

Both the Party of the First Part and the Party of the Second Part are hereafter collectively referred to as the 'Parties'.

WHEREAS :

- A. The Party of the First Part has represented to the Party of the Second Part that the Party of the First Part is the absolute owner and in possession of a **Commercial Premises being Office No. _____, on _____ floor, in admeasuring about _____ square feet**

(Super Built Up Area), in the building known as “_____”,
situated _____ **at** _____ :

_____,
Ahmedabad, constructed on Final Plot No. ____ of T.P.Scheme
No.____ situated at Moje _____ Taluka City Ahmedabad, in the
Registration Sub district Ahmedabad and District of Ahmedabad-4
(Paldi), more fully described in the **SCHEDULE 1** herein below and
hereinafter referred to as the “**said premises**”.

- A. The Party of the First Part is absolutely seized and possessed of
and is otherwise well and sufficiently entitled to the said demised
premises, as owner thereof.
- B. Vide a Deed of Lease, dated _____, (hereinafter referred
to as “**the said Lease Deed**”) executed, between the Party of the
First Part of the One Part and the Party of the Second Part on the
Other Part, the Party of the First Part has permitted the Party of the
Second Part, to use and occupy the said premises on Lease basis
for the period of Lease, and upon the terms and conditions
mentioned therein.
- C. In order to enjoy and fully utilize the said premises, the Party of the
Second Part have requested the Party of the First Part to provide to
the Party of the Second Part, several Amenities, Services and
Facilities and the Party of the First Part has agreed to provide the
same on mutually agreed terms, conditions and on consideration,
as are hereinafter appearing :

**NOW IT IS AGREED BY AND BETWEEN PARTIES HERETO AS
FOLLOWS:**

1. The Party of the First Part agrees to provide to the Party of the
Second Part within the said premises the following Amenities, Services
and Facilities:

- (i)
- (ii)
- (iii)
- (iv)

(v)

(vi)

2. The Party of the Second Part shall use the interior of the said premises and the fixtures and fittings therein with due care and caution as a person of prudence and shall keep and maintain the same in clean and good order and condition. The Party of the Second Part shall not damage the same and upon termination of the Lease in terms of the said Lease Deed, shall leave the same on as is where is basis, but in good order and condition (reasonable wear and tear and loss or damage by fire, flood, accident, violence of any army, mob, riots, civil commotion, irresistible force or Act of God excepted).

3. This Agreement shall be co-existent and co-terminus with the said Lease Deed, and this Agreement shall be irrevocable till the said Lease Deed is valid and subsisting and/or till the Party of the Second Part vacates and hands over possession of the said premises to the Party of the First Part, as the case may be.

4. The Party of the Second Part shall be liable to pay to the Party of the First Part per month the compensation / service charges for the user of the said Amenities as under -

Period		Months	Escalation		Service Charges Per month (Rs.)
From	To		%	Rs.	
___.__.2008	___.__.2010		---	---	.00
___.__.2011	___.__.2013	36	15	.00	.00
___.__.2014	___.__.2016	36	15	.00	.00

- for the services provided herein and such compensation shall be paid during the period of the Lease on or before the 10th day of succeeding month. Provided however, the above compensation shall be paid subject to deduction of tax at source under provisions of the Income Tax Act, 1961 and other statutory deductions, if any. The first of such

payment shall be made on the said Lease being effective in terms of the said Lease Deed.

5. Service tax on the above monthly compensation / service charges as stated in Clause 4 above, will be additionally borne by the Party of the Second Part.

6. If there is any increase in Service Tax or any other new taxes are levied in respect of services being rendered on the compensation payable hereunder, then the same shall be always borne by the Party of the Second Part in addition to the monthly compensation payable hereunder. However, if at any time, government or any other competent authority shall remove or withdraw the said Service Tax or any other such Tax, then the Party of the Second Part shall be entitled to not pay / discontinue paying the same to the Party of the First Part.

7. The compensation for the above shall be paid by the Party of the Second Part to the Party of the First Part simultaneously with the monthly Lease rent payable under the said Lease Deed. If any service is not required by the Party of the Second Part, the Party of the Second Part shall not be entitled to reduce or stop payment of the service charges payable hereunder.

8. It is hereby agreed that even if the Party of the Second Part does not avail of all or any of the aforesaid amenities for any reason whatsoever, the Party of the Second Part shall still be liable to pay the same monthly compensation to the Party of the First Part as payable under Clause 4 above without any deduction there-from, save and except the agreed deductions as mentioned in the said Clause 4.

9. It is expressly agreed by and between the Parties hereto that other terms and conditions as provided in the said Lease Deed of even date executed by the parties shall be deemed to be part of this Agreement and the Party of the First Part and the Party of the Second Part undertake to abide by the same.

10. The stamp duty and registration charges if any, payable on these presents shall be borne and paid by the parties equally. Each party shall bear and pay their respective Advocates charges.

11. All notices or intimation in respect hereof shall be in writing and in English language. Any notice to be served by either of the parties hereto, upon the other, shall be deemed to have been sufficiently served if delivered by hand or addressed by Registered Post A. D. at the addresses given herein above and such service shall be deemed to have been effected – in case of delivery by hand on the date on which it is delivered and in case of delivery by Registered Post A. D. on the expiry of 4th day of such posting. The parties shall immediately inform the other about the change in the address, if any.

12. This Agreement shall be subject to the jurisdiction of the Courts at Ahmedabad.

SCHEDULE 1
DETAILS OF PREMISES

ALL THAT **Commercial Premises** being **Office No. ____**, on **____ floor**, in **admeasuring about _____ square feet (Super Built Up Area)**, in the building known as “_____”, situated at :
_____, **Ahmedabad**,
constructed on Final Plot No. ____ of T.P.Scheme No.____ situated at Moje _____ Taluka City Ahmedabad, in the Registration Sub district Ahmedabad and District of Ahmedabad-4 (Paldi).

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first written above.

SIGNED AND DELIVERED by the within)
named **Party of the First Part**)
)

in the presence of.....)
)

SIGNED AND DELIVERED by the within)
named **Party of the Second Part**,)
)

in the presence of)
)