

भारतीय नैर न्यायिक



अन्वितरञ्ज पश्चिम बंगाल WEST BENGAL

U 256153

ITC Copy

Supplementary Agreement for Infrastructure / Facilities

THIS AGREEMENT made and entered into at Kolkata this ... Day of December 2017.

BETWEEN

**Sohan Minerals & Mining Company Private Limited, [PAN AAKCS7195M]** a company incorporated under the Companies Act, 1956, having its registered office at Office No. 28/8, 3rd Floor, 8<sup>th</sup>, Ho Chi Minh Sarani, Harrington Mansion, Post Office Ho Chi Minh Sarani, Police Station Shakespeare Sarani, Kolkata-700071, being represented by its director/authorized signatory Mr Vishnu Sureka [PAN ALMPS8652B ] son of Mr Vishwa Nath Sureka residing at 6, Hastings Park Road,, Post Office: Alipore, Police Station - Alipore District:-South 24-Parganas, West Bengal, India, PIN - 700027 [hereinafter referred to as the "Lessor" (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 interest and permitted assigns)of the **FIRST PART**]



Sohan Minerals & Mining Company Pvt. Ltd.  
*[Signature]*  
Authorised Signatory

AND

**ANAROCK PROPERTY CONSULTANTS PRIVATE LIMITED [PAN AACCG16158P]** formerly known as Jones Lang LaSalle Residential Private Limited, a company constituted under the Companies Act, 1956, having its registered office 1002, 10th Floor, B Wing, One BKC, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai, State Maharashtra represented by through Abhijit Ghosh [PAN No.AMRPG0033E] Authorized Signatory son of Mr. Amar Nath Ghosh B-63/2 II ND Floor, Paryavaran, Complex, Saidulajab, Post Office: G, Police Station Karol Bagh, District:-Central, Delhi, India, PIN - 110030 duly authorized vide power of attorney/board resolution dated 29<sup>th</sup> May 2017, to enter into this lease agreement hereinafter referred to as the "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 interest and permitted assigns) of the **SECOND PART**].

The Lessor and Lessee shall hereinafter be referred to individually as a "Party", and collectively as, the "Parties".

**WHEREAS:**

**Ownership of Lessor:** The Lessor is the sole and absolute owner and in possession and is well and sufficiently entitled to all that Unit No. 404 admeasuring 2842 (two thousand eight hundred and forty two) square feet, super built-up area on the fourth floor of the building known as Woodburn Central at premises no. 5A Woodburn Park, Kolkata-700 020, Police Station Bhowanipore, together with 3 (three) reserved parking spaces more fully described in the **Schedule** here under written and is hereinafter referred to as the "Demised Premises".

**AND WHEREAS** under Lease Deed dated 1<sup>st</sup> day of December 2017 between Lessor and the Lessee, Lessor has granted on Lease of the Unit No. 404 admeasuring 2842 (two thousand eight hundred and forty two) square feet, super built-up area on the fourth floor of the building known as Woodburn Central at premises no. 5A Woodburn Park, Kolkata-700 020, Police Station Bhowanipore, hereinafter referred to as the "Demised Premises", as set out in the Lease Deed.



Sohan Minkans & Company Proprietor, PVT. LTD.  
*Abhijit Ghosh*  
 Authorized Signatory

**AND WHEREAS** the Parties have agreed that LOSSOR shall provide certain infrastructure facility service herein after referred as 'Service' in the Demised Premises demised unto Lessee on the payment of the charges for the same by the Lessee and in the manner as appearing hereinafter.

**AND WHEREAS** the Parties are therefore desirous of reducing into writing the terms and conditions agreed by them, which are appearing hereinafter.

The capitalized terms used herein shall have the same meaning as ascribed to them under the Lease Deed.

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

1) This Agreement shall be effective from the June 01st, 2017 as is more specifically stated in the lease agreement dated 1<sup>st</sup>. December 2017 herein after dated as 'Lease Deed' and shall run concurrently with the Lease Deed executed on 1<sup>st</sup>. December 2017 for leasing of the Demised Premises and shall accordingly come to an end on the expiration or sooner determination of the Lease Deed or of any renewal thereof (hereinafter referred to the "Term").

2) The Lessee or Lessee shall, during the period of the Lease, pay to **LESSOR** the following additional monthly charges in advance, all subject to tax deduction at source at statutorily applicable rates:

1) Towards Air conditioning & other electro mechanical charges as per following schedule:

For an area of 2842 sq ft. @ Rs.25/- per sq.ft. plus Rs. 7.00 aggregating to Rs.71057/- pm (Rupees Seventy One Thousand Fifty Seven only) w.e.f. June 1, 2017. (rent commencement date).

2) Towards General Upkeep of Demise Premises & the Car parking slots ( maintenance, periodic check, regular supply of water):



Sohan Minerals & Mining Company Pvt. Ltd.  
*[Signature]*  
 Authorized Signatory

For an area of 2842 sq ft. @ Rs. 10/- per sq.ft. aggregating to Rs.28420/- pm (Rupees Twenty Eight Thousand Four Hundred Twenty only) w.e.f. June 1, 2017. (rent commencement date).

3) Towards dedicated car parking, as per following schedule:

For the three car paring slots @ Rs15000/- per slot per month aggregating to Rs.45,000/- pm (Rupees Forty Five thousand only) w.e.f June 1, 2017 (rent commencement date).

The Lessee shall during the Term pay to LESSOR monthly charges in advance along with the applicable GST and other applicable taxes (if any levied) and subject to tax deduction at source at statutorily applicable rates. It is clarified that LESSOR shall provide a debit note/bill of the GST and other applicable tax payable, to enable the Lessee to make payment of the same. The gross charges shall be paid every quarter in advance, on or before the 7<sup>th</sup> day of the month in question (the due date), by the Lessee to LESSOR . In the event of any delay by the Lessee from the due date, the Lessee shall be liable to pay the charges due along with the interest of 12% per annum from the extended date till the date on which the payment is received by LESSOR .

- 3) The LESSEE shall deposit on the execution of this Agreement and keep deposited and shall always maintain with the LESSOR , during the Term of the Lease, an amount of Rs.5,96,820/- (Rupees Five Lacs Ninety Six Thousand Eight Hundred Twenty only) ("Security Deposit") equivalent to six months Air conditioning & other electro mechanical charges and General Upkeep of Demise Premises & the Car parking slots as and by way of an interest free refundable security deposit for due observance and performance of all the terms and conditions of this Agreement. The security deposit shall be replenished after every escalation in rent & charges so that at all times the Security Deposit shall be equivalent to applicable six month's Air conditioning & other electro mechanical and General Upkeep of Demise Premises & the Car parking slots



Sohan Minerals & Mining Company Pvt. Ltd.

*Richard Munda*  
Authorized Signatory

All these above two charges are inclusive of all applicable taxes levied on such services except GST and other taxes as applicable. Any increase in/future tax and levies shall be borne by the Lessee. All the charges reserved herein is subject to an escalation of 15% (Fifteen per cent) after every three years over the last paid charges from the Lease commencement date mentioned in the Lease Deed.

- 4) In the event of any dispute or difference arising between the Parties hereto or as to the rights or obligations under this Agreement or as to any claim monetary or otherwise, of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be resolved amicably between both Parties. In case such resolution of the dispute is not possible between both parties, then this dispute shall be referred to Arbitration 1996 the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be at ~~New Delhi.~~ *Kolkata.*
- 5) *Amrinder*  
Lessor shall take all steps necessary to keep the Demised Premises (including but not limited to, the ceiling, main walls, window frames and windows of the Demised Premises) in a proper state of repair and condition and likewise to maintain the electricity supply cables, main pipes, water tanks, water pipe lines, firefighting equipment, drainage, sewage, lifts and air conditioning plants, etc. in a proper state of serviceability. PROVIDED always Lessor shall not be liable to pay any compensation to, or grant any abatement of charges to Bank in the event of the said electricity, supply cable, main pipes, drainage, lifts and air-conditioning plants, etc. are being interrupted for reasons beyond its control.

- 6) Subject to provisions of Clause 4 above, the courts at Kolkata shall have exclusive jurisdiction.

1. 7) It is hereby agreed and declared that this Agreement is for an initial period of three (3) years commencing from the respective dates as mentioned in the lease deed. The Lessee will be entitled to tenure.



Sohan Minerals & Mining Company Pvt. Ltd.

*Amrinder*  
Authorized Signatory

- 8) The period of this Agreement shall run concurrently and be co-terminus with the period of the aforementioned Lease Deed and renewals of the Lease Deed and shall remain valid and be enforced accordingly.  
All other terms and conditions will be the same as defined in the main Lease Deed signed between the parties.

**IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first hereinabove written.**

Suhan Minerals & Mining Company Pvt. Ltd.  
  
*Authorized Signatory*

SIGNED AND DELIVERED BY  
the Lessor Mr Vishnu Sureka  
(Authorized Signatory)





SIGNED AND DELIVERED BY  
the Lessee Abhijit Ghosh  
(Authorized Signatory)

In presence of Witnesses:

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