

भारतीय गैर न्यायिक

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TEN  
RUPEES

Rs. 10

INDIA NON JUDICIAL

पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

80AA 405293

This Non-Judicial Stamp Paper forms an integral part and parcel of the Agreement to Sub-Lease, dated 13<sup>th</sup> Decemba, 20 14 entered between Emami Realty Limited, Oriental Sales Agencies (India) Pvt. Ltd. and Mr. Deepak Jalan, Mrs. Uma Jalan and Mrs. mire Devi Jalan.

Emami Realty Ltd.

Authorized Signatory  
Developer

For Oriental Sales Agencies (India) Pvt. Ltd.

Authorized Signatory  
Lessor

Deepak Jalan

Uma Jalan

मीरा देवी जलान

Sub-Lessee

**AGREEMENT TO SUB-LEASE**

APARTMENT/FLAT/UNIT No. 1001 on the  
10<sup>TH</sup> Floor of Block/Tower  
No. A2

**NAME OF THE SUB-LESSEE**

Name: ~~Mr./Mrs./Ms.~~ DEEPAK JALAN  
& Mrs. UMA JALAN & Mrs.  
MINA DEVI JALAN (In case of individual)

M/S. \_\_\_\_\_  
\_\_\_\_\_ (In case of Corporate)

Address:  
19-A, PRASANNA KUMAR TAGORE STREET,  
KOLKATA - 700006.

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Emami Realty Ltd.

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(Developer)

For Oriental Sales Agencies (India) Pvt. Ltd.

Authorised Signatory  
(Lessor)

Deepak Jalan

Uma Jalan

मिना देवी जलान  
(Sub-lessee)



The **DEVELOPER, LESSOR** and the **SUB-LESSEE** are collectively referred to as the "**PARTIES**" and individually as a "**PARTY**"

**WHEREAS**

- A. In pursuance of a registered Deed of Lease dated 16th April 2007 made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and Oriental Sales Agencies (India) Pvt. Ltd. (hereinafter referred to as the **LESSOR**) therein referred to as the Lessee of the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1 Pages 1 to 22 Being No. 07790 for the year 2007, the Governor of the State of West Bengal had granted a Lease in favour of the said Oriental Sales (India) Agencies Pvt. Ltd. and also a Deed of Modification dated 21st July 2009 (hereinafter collectively referred to as the **PRINCIPAL LEASE**) by virtue of which the **LESSOR** became entitled to **ALL THAT** the **HOLDING/PREMISES No. 2, Jessore Road, Kolkata 700 028** (more fully and particularly mentioned and described in the **FIRST SCHEDULE**) hereunder written and hereinafter referred to as the said **PREMISES** for a term of 99 years commencing from 10th April 2007 and also the right to renew the same for a further period of 99 years subject to the terms and conditions contained and recorded in the said **PRINCIPAL LEASE**
- B. In pursuance of the power and authority conferred upon the **LESSOR** under the said **PRINCIPAL LEASE** for undertaking a Housing Complex at the said **PREMISES** the **LESSOR** caused to be prepared in this regard a map or plan which was sanctioned by the South Dum Dum Municipality (hereinafter referred to as the **MUNICIPALITY**) vide Sanction No. 792, dated 4th April, 2011. Thereafter, a modified plan was submitted and sanctioned by the South Dum Dum Municipality, vide Sanction No. 180, dated 18th July, 2013 (hereinafter referred to as '**PLAN**').
- C. In pursuance of the said **PLAN** the **LESSOR** has become entitled to undertake the construction erection and completion of a Housing Complex at the said **PREMISES** which is to comprise 23 Residential Towers (Basement + Ground Floor + 13 Stories) and comprising of various self-contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the **RESIDENTIAL SEGMENT**) as

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(Sub-lessee)

appropriate and in the best of the interests of the **SUB-LESSEE** in order to serve the entire project

xiii) The **SUB-LESSEE** will have the right to hold the **APARTMENT/ FLAT/ UNIT** for the residue of the unexpired term of the said **PRINCIPAL LEASE** and also for the renewed period subject to the terms and conditions and obligations to be performed and observed by the **SUB-LESSEE**

xiv) The **DEVELOPER** shall be entitled to obtain financial assistance or facility from any Bank or Financial Institution and to create a charge over and in respect of the said **PREMISES** on the express assurance that if at the time of transfer of any **APARTMENT/ FLAT/ UNIT**, the **DEVELOPER** shall provide the requisite "No Objection Certificate" from the concerned Bank or Financial Institution with regard to the said transfer if requested by the **SUB-LESSEE**.

H. In pursuance of the said **DEVELOPMENT AGREEMENT** the **LESSOR** and the **DEVELOPER** have identified their respective allocations having independent right to enter into agreement for transfer of their respective allocations and that in the said **DEED OF DECLARATION** as mentioned in Recital 'F' hereinabove, the **DEVELOPER** is also entitled to enter into any agreement for transfer in respect of the **LESSOR's** Allocation as well and to receive, realise and collect the proceeds and other amounts receivable consequent to the transfer of the **LESSOR's** Allocation in its own name

I. In pursuance of the application made by the **SUB-LESSEE** for allotment of an **APARTMENT/FLAT/UNIT** in the said **RESIDENTIAL SEGMENT** and the Provisional Allotment of any **APARTMENT/FLAT/UNIT**, the **DEVELOPER/ LESSOR** and the **SUB-LESSEE** has agreed to enter into an **AGREEMENT TO SUB-LEASE** in respect of **ALL THAT** the **APARTMENT/ FLAT/ UNIT** No. 1001 on the 10<sup>TH</sup> Floor of the Tower No. A2 forming part of the **RESIDENTIAL SEGMENT** containing by an estimated super built-up area of 1150. sq. ft.

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(Developer)

For Oriental Sales Agencies (India) Pvt. Ltd

(Lessor) and Signatory

Deepak Jalan  
Uma Jalan  
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(Sub-lessee)

(more or less) (hereinafter referred to as the **APARTMENT/ FLAT/ UNIT**) **TOGETHER WITH** the right to park one/two/three car(s) in the basement/~~covered area/open spaces~~. (**CAR PARKING SPACE**) and —NIL— Servant's Berths **AND TOGETHER WITH** the right to use in common the various Common Parts & Portions utilities areas facilities and amenities comprised in the said Tower and **TOGETHER WITH** the undivided proportionate share in the leasehold interest more fully and particularly mentioned and described in the **THIRD SCHEDULE** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon (hereunder written and hereinafter referred to as the said **APARTMENT/ FLAT/ UNIT AND THE PROPERTIES APPURTENANT THERETO**) subject to the Scheme as detailed out in Recital "G" herein above and on the terms and conditions hereinafter appearing

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

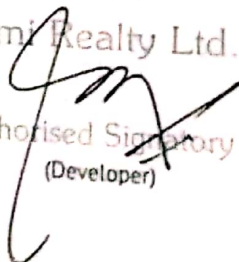
**ARTICLE I – CONFIRMATION-ACKNOWLEDGEMENT-DISCLOSURE-DISCLAIMER**

- 1.1 At or before entering into this Agreement the **SUB- LESSEE**:
- i) Inspected the **PRINCIPAL LEASE** and has fully understood the terms and conditions contained therein and agrees to be bound by such terms and conditions therein contained
  - ii) Inspected the **PLAN** and acknowledges that the **LESSOR** and the **DEVELOPER** has every right to amend, alter and/or modify the said **PLAN** as per its convenience and according to the requirement of situation without in any way affecting the said **APARTMENT/ FLAT/ UNIT**
  - iii) Inspected the **DEVELOPMENT AGREEMENT** and the right of the **DEVELOPER** to enter into this Agreement
  - iv) Made independent enquiries and has obtained independent legal advice regarding the title of the **LESSOR** and also the present status of the said Housing Complex including the terms and conditions herein contained

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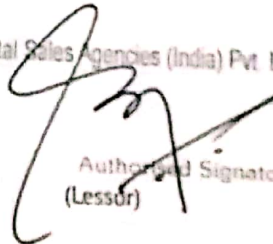
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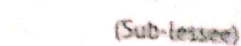


Deepak Jalan

Uma Jalan

श्री श्री गौरी नगर

(Sub-lessee)



6.3 The said Tower in which the said **APARTMENT/ FLAT/ UNIT** is situated shall be deemed to have been completed if provided with electricity, water, lift and other utilities and being certified so by the Architect irrespective of whether other Towers have been completed

6.4 The said Tower in which the said **APARTMENT/ FLAT/ UNIT** is situated shall be constructed erected and completed in a workman like manner with such materials and/or specifications details whereof will appear from **FOURTH SCHEDULE** hereunder

6.5 It is hereby expressly agreed and declared that super-built up area as certified by the Architect shall be conclusive and binding on the parties hereto

#### 6.6 CONSEQUENCES OF DELAY IN CONSTRUCTION

6.6.1 Based on the time schedule given by **L&T** and other agencies which have been appointed by the **DEVELOPER**, the **DEVELOPER** shall make best efforts to construct erect and complete the said Unit and/or Housing Complex and/or Residential Area on or before the Completion Date as hereinbefore stated

6.6.2 Time for completion of the said **APARTMENT/ FLAT/ UNIT** as herein stated is based on the contract entered into by the **DEVELOPER** with **LARSEN & TOUBRO LIMITED** and as such in the event of any delay in completion of the said **APARTMENT/ FLAT/ UNIT** within the Completion Date then and in that event the **DEVELOPER** shall be entitled to a grace period of six months (hereinafter referred to as the **CONSTRUCTION GRACE PERIOD**) and during the said Construction Grace Period the **DEVELOPER** shall be liable and the **SUB-LESSEE** shall be entitled to interest on the amount paid by the **SUB-LESSEE** till then at the rate of the then prevailing SBI PLR

6.6.3 If the **DEVELOPER** shall fail to complete the said **APARTMENT/ FLAT/ UNIT** within the said Construction Grace period then and in that event the **DEVELOPER** shall be entitled to a further grace period of another six months (hereinafter referred to as the **EXTENDED CONSTRUCTION GRACE PERIOD**) during which the **SUB-LESSEE** shall be entitled to interest on the amount paid by the **SUB-LESSEE** till then at the rate of the

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