



पश्चिम बंगाल WEST BENGAL

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This Non-Judicial Stamp Paper forms an integral part and parcel of the Agreement to Sub-Lease, dated 7th March, 2015 entered between Emami Realty Limited, Oriental Sales Agencies (India) Pvt. Ltd. and MR. SUNIL KUMAR MASKARA & MRS. ANU MASKARA.

*[Signature]*  
Developer

*[Signature]*  
Agent

*[Signature]*

Anu Maskara

S. L. L...

THIS AGREEMENT TO SUB LEASE is executed at Kolkata on this the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ TWO

**THOUSAND AND \_\_\_\_\_ BETWEEN EMAMI REALTY LIMITED (PAN AABCE6823B)** a Company within the meaning of the Companies Act, 1956 having its registered office situated at Emami Tower, 687 Anandapur, E.M. Bypass, Kolkata 700 107, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART AND ORIENTAL SALES AGENCIES (INDIA) PVT LTD (PAN AAACO6358E)** also a Company within the meaning of the Companies Act, 1956 having its registered office situated at Emami Tower, 687 Anandapur, E.M. Bypass, Kolkata 700 107, 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 and/or successors in office/interest and assigns) of the **SECOND PART AND**

(i) MR. SUNIL KUMAR MASKARA  
(PAN ARQPM5324L) <sup>✓</sup> son/daughter/wife of

SHRI GIRDHARILAL MASKARA and  
MRS. ANU MASKARA

(PAN ALTPT007UE), <sup>✓</sup> son/daughter/wife of  
SHRI KISHORI LAL MODI residing at

'MASKARA BHAWAN' SHARDAPALLY,  
MAKHLA, HOOGHLY, KOLKATA - 712245 (W.B.)

(ii) \_\_\_\_\_  
(PAN \_\_\_\_\_) a Private Limited/Limited  
Company within the meaning of the Companies Act 1956 having its registered  
office situated at \_\_\_\_\_

Emami Realty Ltd

Authorised Signatory

(Developer)

For Oriental Sales Agencies (India) Pvt. Ltd.

Authorised Signatory

*Anu Maskara*

Anu Maskara

(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. 402 on the 4<sup>th</sup> Floor of the Tower No. 05 forming part of the **RESIDENTIAL SEGMENT** containing by an estimated super built-up area of 1920 sq. ft.

Emami Realty Ltd.



Anu Masika  
(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

Pranav Realty Ltd

Pranav Realty Ltd

Anu Maskar

Anu Maskar

(Sub-lessee)

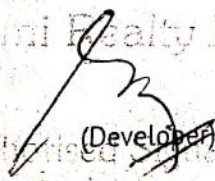
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**ARTICLE III – DEMISE**

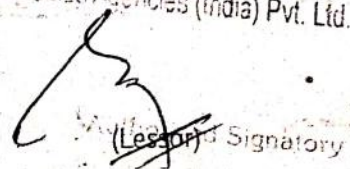
3.1 Subject to the terms and conditions herein contained and subject to the **SUB-LESSEE** making payment of the various amounts agreed to be paid in terms of this Agreement and also subject to the **SUB-LESSEE** performing and observing all the terms and conditions herein contained and on the part of the **SUB-LESSEE** to be paid performed and observed the **DEVELOPER** with the consent and concurrence of the **LESSOR** has agreed to grant a Lease unto and in favour of the **SUB-LESSEE** herein in respect of **ALL THAT** the the **APARTMENT/ FLAT/ UNIT No.** 402 on the 4<sup>th</sup> Floor of the Tower No. 05 forming part of the said **RESIDENTIAL SEGMENT** in the Housing Complex to be known as **EMAMI CITY** containing by admeasurement an area of 1920 sq. ft. (more or less) **TOGETHER WITH** the right to park one/~~two/three~~ car(~~s~~) in the basement/~~covered area/open spaces~~ (**CAR PARKING SPACE**) **AND TOGETHER WITH** the right over and in respect of NIL Servant's Berths **AND TOGETHER WITH** the right to use in common the various Common Parts & Portions areas facilities and amenities comprised in the said Tower and/or **RESIDENTIAL SEGMENT AND TOGETHER WITH** the undivided proportionate share in the leasehold interest (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT/ FLAT/ UNIT AND THE PROPERTIES APPURTENANT THERETO**) **AND ALSO** the right to enjoy in common with the other **APARTMENT/ FLAT/ UNIT OWNERS** of the said Building/Tower in which the said **APARTMENT/ FLAT/ UNIT** is situated the open green area attached to that particular Tower for the residue of the term of the said **PRINCIPAL LEASE** and together with the right of renewal thereof in terms of the said **PRINCIPAL LEASE** for the consideration and subject to the terms and conditions hereinafter appearing

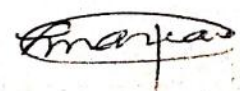
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Emami Realty Ltd.

  
(Developer)

For Oriental Sales Agencies (India) Pvt. Ltd.

  
(Lessor) Signatory



Anu Mark  
(Sub-lessee)

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

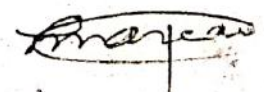
6.6.3 If the **DEVELOPER** shall fail to complete the said **APARTMENT/ FLAT/ UNIT** within the said Construction Grace period then and in that event the **DEVELOPER** shall be entitled to a further grace period of another six months (hereinafter referred to as the **EXTENDED CONSTRUCTION GRACE PERIOD**) 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

Miami Realty Ltd.

Full Time Sales Agencies (India) Pvt. Ltd.

Author (Developer) Signatory

Author (Lessor) Signatory



Anu Maskan

(Sub-lessee)

**Extra Charges & Deposits**

a	Club Membership	Rs 60/- per sq ft
b	Utility charges such as DG Connection, electricity, etc.	Rs 75/- per sq ft
c	Legal charges	Rs 11,000/- per flat
d	Sinking funds	Rs 25/- per sq ft
e	Interest Free Municipal Tax Deposit (IFMD)	Rs 1.50/- per sq ft x 12 months = Rs 18/- per sq ft
f	Interest Free Maintenance Security (IFMS)	Rs 1.50/- per sq ft x 12 months = Rs 18/- per sq ft
g	CESC meter and connection charges	On actual
h	Stamp duty, Registration Charges, Incidental Expenses, Govt. Taxes and levies, any other charges	As applicable
I	Servant Accommodation	To be charged extra subject to allotment

**IN WITNESS WHEREOF** the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

**SIGNED AND EXECUTED BY THE DEVELOPER**

At **Kolkata** in the presence of

*Sucing Nayak*  
*ESA, Mandapam*  
*E. M. Bypass*  
*Wol-107*

*Emami Realty Ltd.*  
*[Signature]*

Ver 03/14

*[Signature]*  
 (Developer)

For Oriental Bank of Commerce, Ltd.

*[Signature]*  
 (Lessee/Proposed Signatory)

*[Signature]*  
 Anu Maskar  
 (Business)

**SIGNED AND EXECUTED BY THE LESSOR**

At Kolkata in the presence of

Srimoyi Nayak  
S.D. Bhattacharya  
E. M. Bhowmik  
100-107

For Oriental

*[Signature]*

**SIGNED AND EXECUTED BY THE SUB-LESSEE**

At Kolkata in the presence of

Sunil Kumar Maskara  
Anu Maskara

Mr. Giridhari Lal Maskara  
'Maskara Bhawan'  
Shardapally, Sector II  
Makhla, Uttarpara  
Dist. Hooghly (W.B)  
Pin - 712245

*[Signature]*

~~Imperial Realty Ltd.~~

For Oriental Sales Agencies (India) Pvt. Ltd.

*[Signature]*  
Authorized Signatory

*[Signature]*

Anu Maskara