

AGREEMENT FOR SUB-LEASE

THIS AGREEMENT FOR SUB-LEASE MADE THIS
..... day of 2019 (Two Thousand
Nineteen)

BETWEEN

SRI RAMESHWAR KUMAR GUPTA (PAN NO. ADBPG5460E), Son
of late Rampyari Gupta AND 2. SMT. ANITA GUPTA (PAN
NO.AHDPC0702D), wife of Sri Rameshwar Kumar Gupta both are
residing at Shyam Lake Garden, Block - E, 6th Floor, Flat No. 632D,
202, Jessore Road, P.O. Belgachia, P.S. Lake Town, P.O. Belgachia,
Kolkata- 700 089 hereinafter called the LESSORS (Which expression
shall unless excluded by or repugnant to the context included their
heirs, executors, administrators, representatives and assigns)

hereinafter referred to as the FIRST PARTY represented by there constituted Attorney Sri Atanu Khasnobish (**Pan No. BVAPK 7108M**), Son of late Sajal Khasnobish, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037 And Smt Priti Khasnobish(**Pan No. CTGPK 8486F**), Wife of late Sajal Khasnobish, by Faith Hindu, by resident Indian, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037.

A N D

SRI ATANU KHASNOBISH (PAN NO. BVAPK 7108M), Son of late Sajal Khasnobish, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037 And **SMT PRITI KHASNOBISH(PAN No. CTGPK 8486F)**, Wife of late Sajal Khasnobish, by Faith Hindu, by resident Indian, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037 both are the Director of **Khasnobish Real-estate Private Limited(PAN.No.AAGCK8076R)**, registered Office at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700 037 hereinafter referred to as the "DEVELOPER" (Which expression unless excluded by or repugnant to the subject on context be deemed to Mean and include Successor in Office, Nominees and assigns) of the SECOND PARTY.

AND

..... (Which expression shall unless excluded by or repugnant to the context included their heirs, executors, administrators, representatives and assigns) hereinafter called the "**SUB-LESSEE**"/**PURCHASER** (Which term of expression shall unless excluded by or repugnant to the subject or context be deemed to be mean and include its successors-or-sucsessros in Office for the time being) of the **THIRD PARTY**.

AND WHEREAS the First Party/Lessors became Leaseholder for a period of 999 Years of the Schedule "A" property by strength of one registered Deed of Lease for a period of 999 Years being Deed No. 03049/, Volume

No. 6, Pages 8224 to 8243, registered on 23/05/07, registered before the Office of the Registrar of Assurances -I Kolkata was executed by the Shebait of Paik Para Raj General Debottar Estates, the Estate of the Deity of Sree Sree Radhaballav Jew in favour of the First Party/Lessor herein by way of one time payment of premium or lease-rent upon granting lease of the said property .

AND WHEREAS the **FIRST PARTY /LESSORS** duly recorded their names in the record of the Kolkata Municipal corporation and have lawful right, title, interest over the Schedule below Property and the same is free from all encumbrances charges, lien, lispendences , attachments or not involved with any such Bank Loan whatsoever and howsoever.

AND WHEREAS the **FIRST PARTY/LESSORS** being desirous of developing the said premises by constructing a multistoried building thereon comprising several flats, residential and commercial Units over the Schedule below Property and the Second Party/Developer was interested for development over the aforesaid Land and with an intention of the same the First Party/Lessors executed one registered Deed of Development Agreement being Book No.I, Volume No. 1901, Pages 322240 to 322282, being No. 190107734 of 2018 along with one registered Development Power Of Attorney being Book No.IV, Volume No. 1903 of 2018, Pages 189310 to 189340, being No. 190306633, registered before the Office of the Additional Registrar of Assurances Kolkata in favour of the Second Party/ Developer herein .

AND WHEREAS the Developer after sanctioned the Building Plan being No 2018010042, Borough I Sanctioned on 10th September 2018 from the Kolkata Municipal Corporation along with all other necessary sanctioned from the Departments KIT, ULC, Survey along with other local Bodied operated by the State Govt. has been initiated the constructional work over the Schedule "A" Property.

AND WHEREAS the Lessee/Third Party/Purchaser herein after legal searching of all copies of the Deeds, Agreement, Documents supplied by the First Party and the Second Party with utmost satisfaction of the title of the First Party and the Second Party over the Schedule "B" Flat the Third Party agreed to Purchase the Schedule "B" Flat by executing one perpetual sub-Lease Deed in favour of the Purchaser herein in the Building over the said premises being No. 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, measuring an area about 10 Cottahs 9 Chittacks and 41 Sqft be the same a little more or less particularly described in the First Schedule Particularly described in the below Schedule hereunder written and hereinafter referred to as the SAID PROPERTY for a period of 999(Nine Hundred Ninety Nine) Years in subject to payment of one time payment of premium or lease-rent upon granting lease of the said property at full and final payment of consideration money of Rs. to sub-lease out the said property for a period of 999 Years in favour of the Third Party/Lessee and accordingly the parties herein have entitled in to this Agreement on the terms and conditions stated herein below). That the "B" Schedule below Property belongs to the Developer/Second Party herein as per the registered Deed of Development Agreement being Deed No.190107734, dated 9th October 2018 and the Second Party/Developer has all right to execute the registered Deed in favour of the third Party herein

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

1. That the First Party/Lessors along with the Developer has agreed to sub-lease out the Schedule "B" flat and the Lessee has agreed to take on lease basis in consideration of the payment of onetime rent hereby reserved and of the terms, conditions and covenants herein contained and on the part of the Lessee to be paid, observed and performed the Lessors doth hereby agree to grant, demise and assure unto the Lessee ALL THAT the piece of parcel of flat ALL THAT piece ar.d parcel of a portion of the Second Floor, West Facing, back Facing, being Flat No. AB, for which super built up

area ofSq. Ft (approx) by way of one time payment of premium or sub-lease-rent upon granting lease of the Schedule "B" flat of Rs. free from all encumbrances along with undivided proportionate share of the land of the demised premises more fully and particularly described in the Schedule - B hereunder written. The Purchaser has this day paid to the Developer a sum of Rs. by Cheque being No....., dated, Bank,..... Branch the receipt whereof the Developer hereby admits and acknowledge and or part payment of the total consideration mentioned hereinabove and the balance of consideration shall paid in terms of the schedule of payment mentioned in Schedule - E hereinafter written. and hereinafter be referred to as the demised Premises for a perpetual sub-lease for the term of 999 Years (Hereunder referred to as the said Term) commencing on and from the day of execution of this Agreement dated December 2019 YIELDING AND PAYING in subject to the payment of Rs. as one time payment of sub-lease rent to the Developer herein. That if the area of the Schedule below Flat is increased then the Lessee/Purchaser will made further payment to the Developer as per Sqft rate as settled at present in this present Agreement.

2. The Lessee hereby agreed to pay one time lease rent for a period of 999 Years and observing and performing the covenants and conditions herein contained and in his part to be paid observed and performed shall any may quietly and peaceably hold and enjoy the said demised premise during the said term of 999 Years (Nine Hundred Ninety Nine Years) without any interruption by the Lessors or any person claiming through and/or under it without any interruption by the Lessors or any person or persons lawfully claiming under or through it.
3. The Developer shall construct and complete in all respect the building including the PURCHASER'S allocation and in accordance with specifications mentioned in the Sanction Plan and the Flat measuring an area about (approx Super built-up area will be handed over within a period of 36 Months from the date of execution of this Agreement in all respect, time is the essence

described in the below Schedule "B" upto the date of handing over the possession of the Schedule "B" area as described in the Second Schedule herein below in favour of the Purchaser except the service Tax will be born by the Purchaser absolutely as per statutory rules and regulation prevailed in our country, the payment will be made as and when the Developer will demand for that.

10. That the Developers have absolute right over the ultimate roof of the Building and have the right to raise stories or put up additional structures on the terrace/ roof of the said building and the Developer at their cost will get sanctioned revise Plan from Kolkata Municipal Corporation and for this purpose the Developer, his men, agents, employees, masons, workers, surveyors, engineers shall be at liberty at all times for ingress to and egress from the said building and to bring building materials and the Purchaser shall render his co-operation and assistance in this regard. Such additional structures and stories shall in any event to be the property of the Developer, who will be entitled to deal with the same in any way choose and Purchaser shall not be entitled to raise any objection thereto. The Purchaser shall have the common right along with other Flat Owners over the ultimate roof.
11. That the purchaser/Lessee shall be the member of Association or Bodies among all Co-Owners including Developer for maintenance or protection of the said building which would be formed after completion of the said building and the Purchaser shall have to abide by all rules and regulations of the said Association to be near future.
12. That the Purchaser/Lessee herein is bound to bear the cost of the Registration of the Deed of Sale in favour of the Purchaser and the Deed will be registered by the nominated Advocate of the Developer namely Sri Abhishek Chakraborty, Advocate, residence at 23/P/16, A.K. Mukherjee Road, P.S. Baranagar, Kolkata 700 090.
13. That the Developer will provide separate Electric Meter in the name of the Purchaser in the common meter room and Transformer for that the Purchaser will pay proportionate Cost to the Developer for the purpose of installation of the Eclectic Meter in the name of the

Purchaser and the cost of the installation will be apid by the Purchaser as per demand of the Developer.

14. That to acquire Completion Certificate from the concerned Authority will be at the responsibility of the Developers.
15. That in any circumstances if the purchaser fails to pay the installment payment within the stipulated period prescribed in this Agreement then the Developer in his discretion can cancel this Agreement after deduction of the 15% of the advance payment or if any other amounts of non-refundable nature as mentioned in the Agreement for Lease would be deducted..
16. That the Purchaser hereby confirming, agreed to pay all sums due in terms of Payment Schedule prescribed herein below within the stipulated period as set out in the Agreement for sub-Lease and in default in payment within the prescribed period herein this Agreement will be declared as voidable.
17. That the Purchaser will pay the cost of new installation of any extra fitting or fixtures, additions, alteration deletion and /or modification any part of the below Schedule Flat except conformity with the Fourth Schedule prescribed herein below.
18. That in any circumstances if the Developer unable to hand over the Schedule below Flat within the stipulated period then the Purchaser shall have all right to claim to refund back the money paid by the Purchaser to the Developer with an interest of 6% per annum for holding the money for further period beyond the stipulated period prescribed herein.
19. That the First Party/Lessors along with the developer herein agree to transfer the said flat and/or execute Deed of conveyance in favour of the purchaser on payment of full consideration mentioned earlier.
20. That after clearance of the total payment of the consideration money the Lessee shall be at liberty to assign mortgage, transfer, entitled to assign sub-let underlet, sub-lease mortgage at the time of possession final Deed of assignment will be registered the demised provided the same shall not exceed the residuary period of the said term of 998 Years reserved by these present and clear all outstanding dues to the Lessors if any, change or on in any way

encumber or deal with or dispose of his lease hold interest in the said Flat or any portion thereof together with the demised premises to any parties , co-operative society, Bank or financial on such term and conditions including the sale and assignment as the Lessee may in his absolute discretion thinks fit and proper.

21. That if any change is required in this Agreement same will be changed after amicable settlement between the Parties herein.
22. All disputes and differences amongst the parties arising out of the meaning of this agreement or their respective rights and liabilities as per the agreement shall be adjudicated by reference to arbitration of two independent arbitrator will be appointed by the Developer and the Owners each and the said Arbitrators decision shall be final within the meaning of the Arbitration and Conciliation Act 1996 as amended but if the decision of Arbitrators are not satisfactory in the said event any part can take legal steps i.e. can more before the Appropriate Court of Law.
23. That in the event of death, if any, either of the parties, the legal heirs or the executor will execute this Agreement.

FIRST SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece or parcel of Bastu Land with a nature of Debottar at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Kolkata Ward No. 3, Assessee No. 110030902762 Kolkata 700 037 measuring an area about 10 Cottahs 9 Chittacks and 41 Sqft morefully, and which is butted and bounded in the manner as follows :-

ON THE EAST : RPF Barrack;

ON THE SOUTH : By Maruti Service Centre

ON THE WEST : By Kudirambose Sarani road

ON THE NORTH : By H.P. Petrol Pump;

or howsoever otherwise the same may be described more specifically.

THE SCHEDULE "B" FLAT ABOVE REFERRED TO PURCHASER'S ALLOCATION

1.11. **PURCHASER'S ALLOCATION** shall mean to the extend of more or less Sq. Ft (approx) Super built-up area including Covered area, with Proportionate area of Stair Case with Lift along with other Common passage of the Building with 25 % super-built-up area of the Flat No. **AB** at the Second Floor, West Facing, Back side, Building Known as Sai Kunj as per sanctioned by the Kolkata Municipal Corporation and/or other concerned authorities in the new building to be made constructed directed and completed by the Developer on the said premises at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Kolkata Ward No. 3, Assessee No. 110030902762 Kolkata 700 037, in the proposed new building together with the proportionate right title and interest in the common facilities and amenities out of the proposed Building as per Plan annexed with the Agreement Blue bordered side.

THE THIRD SCHEDULE "C" ABOVE REFERRED TO

COMMON AREAS

1. Boundary wall
2. Ladder
3. Common passage
4. Common Roof of the Building
5. Main entrance
6. Overhead tank

7. Drainage and sewerage lines and other installations of such facilities.
8. Electric wiring and fittings in Common Passage
9. Entrance lobby
10. Lift
11. Stair case
12. Reservoir
13. Water pump, Water Tank

THE FOURTH SCHEDULE "D" ABOVE REFERRED TO SPECIFICATION

BUILDING CONSTRUCTION SPECIFICATION:

1. Foundation : R.C.C Base, R.C.C Column Structure
with
full brick work, external & internal Plaster.
2. Walls : Outer walls - 10" thick
Partition walls - 5"/3" thick
3. Stair Case : Marble/Stone fixing in scarting &
steps.
4. External Finish : Snowchem or Weather Coat paint finish.
5. Internal Finish : Plaster of Parish
6. Flooring : Floor in flat fixing with White Marble, all
units (Preferred
Size 2'/2") Except bathroom/toilets.
7. Doors : All Shal Wood door frames finished with
good polish.
Size of the main door will be 4'/6'
constructed with best quality Flash door
pallah with lock including teak ply fixing and
other doors will be flash doors with night
latches and good polished finish. One
collapsible Gate at the main door. Bathroom
doors will be Std. size PVC/Fiber.
8. Windows : With Box Grill, Anodised aluminium Frame
with Aluminium
framed tinted Glass Pallah window.

9. Grill : M.S. Grill(Square Bar) in Windows, Railing upon the Balcony

And Staircase with Hand rest.

10. Toilet/Plumbing Job : Standard ISI approved and marked PVC Pipe and fittings will

be used for conceal and open layout. All Taps/Bibcocks/ Showers, Pillar-cock and other bathroom fittings will be brass make with chromium finish and ISI approved and marked.

IN MASTER BATHROOM

a) Marble floor/Antiskid tiles finished with 6' height good Quality glazed tiles.

b) European Commode (White) with low down PVC cistern.

c) Two bibcock (one for drinking water)

d) One overhead shower.

e) One stand white coloured basin with pillar cock (Foam Type).

f) Mirror.

g) Geaser point (Electrical and Water supply point).

h) Wall mixture provision in master bathroom.

i) Exhaust Fan outlet

In Attached toilet

a) Marble floor/Antiskid tiles finished with 6' height good Quality glazed tiles.

b) European Commode (White) with low down PVC cistern.

c) One bibcock.

d) One overhead shower.

e) Exhaust Fan outlet

In Kitchen and Bancony

A) Cooking platform with black stone.

B) Stainless Still Sink, with Pillar Cock (Foam Type).

- C) One bibcock under the sink.
- D) One bibcock for drinking water.
- E) 3' glazed tiles over cooking platform.
- F) Exhaust Fan/Chimney outlet.

In Dining

One white colour wash basin with pillar-cock (foam type) with drinking water.

11. *Water Supply reservoir and overhead*

: Municipal water with underground

Tank for drinking water. Service water by Submersible Pump with overhead Tank. All pumps will be operated by automatic controller.

12.

Electrical : Conceal wiring by ISI approved and marked insulated Copper Wire and other fittings like switches Plug socket etc. Wiring should be based on MCB with load division for different and/or dedicated branches for AC(s), every room, other heavy electrical gadgets as per standard norms. MCB Board will be installed over/beside the main entrance at the living room. Electrical Points will be provided as under:

In Bed Rooms

- 1) Two light Point.
- 2) One/Two fan point.
- 3) One AC point.
- 4) Two 5 pin plug socket in switch board beside entrance.
- 5) One switch board for attached bath room light switch, and exhaust fan switch beside door of the bathroom.

In Living/Dining Room

- 6) Two light Point.
- 7) One/Two fan point.
- 8) One AC point

9) One switch board beside main entrance with at least one light switch for room and one for the entrance.

10) One switch board with 3(three) 5-pin plug socket and switch, Cable TV Line socket on the northern wall.

11) One fridge Point.

12) One switch board for Master bath room and kitchen with 2(two) light switch, Greaser switch and 1 (one) exhaust fan switch.

In the Kitchen and balcony

13) One exhaust fan point

14) One light point.

15) One fridge Point.

16) One switch board with 2(two) 15amp 5-pin plug socket with switch and 2(two) 5amp 5-pin plug socket with switch accessible from cooking platform.

17) One light Point at balcony.

18) One 5 amp 5-pin Plug socket with switch at balcony.

19) Calling bell - one switch at the main door and one at the main entrance of the building at ground floor.

THE SCHEDULE E "PAYMENT SCHEDULE" ABOVE REFERRED TO

1. Rs. at the time of Starting of the Brick works in the Schedule "B" Flat- 1st Instalment.

2. Rs.at the time of Starting of the Platering of the walls in the Schedule "B" Flat- 2nd Installment.

3. Rs. at the time of Starting of the Flooring in the Schedule "B" Flat-3rd **Installment.**

4. Rs. at the time of Starting of the Plumbing work with finishing works in the Schedule "B" Flat-4th **Installment.**

5. Rs.y within 12 Months from the date of execution of this Agreement or at the time of execution of the registered Deed in favour of the Purchaser which ever earlier **5th Installment.**

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNATURE AND DELIVERED

By the owners at Calcutta in the

Presence of :

1.

SIGNATURE OF THE LESSOR

Represented by the constituted
Attorney Sri Atanu Khasnobish And Smt Priti
Khasnobish

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/LESSEE

Prepared by me and all the signatories
to this document are identified by me.

Sri Abhishek Chakraborty
Advocate
High Court Calcutta

MEMO OF CONSIDERATION

Received an amount of Rs.....by Cheque being No,,
Bank, Branch, as a Part Payment of total consideration i.e. Rs.
..... as per details given below :-

SIGNATURE AND DELIVERED

By the owners at Calcutta in the

Presence of :

1

SIGNATURE OF THE DEVELOPER

2

