

**AGREEMENT FOR SUB-LEASE**

**THIS AGREEMENT** made on this      day of                      , Two Thousand and Twenty

**BETWEEN**

**SRI SANKAR LAL SAHA** S/o, Late Kumud Bandhu Saha, by faith Hindu, carrying on business under the name and style of **M/s. Technics** as its Proprietor, residing at 28/8, Gariahat Road, Kolkata- 700029 hereinafter referred to as the **LESSEE / OWNER / TRANSFEROR**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**;

**M/S. MALIKA HOUSING PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at 2A, Ganesh Chandra Avenue, 7<sup>th</sup> floor, Kolkata-700013, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in office, nominees and assigns) of the **SECOND PART**;

M/s. \_\_\_\_\_, a company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_, Kolkata-700001 represented by its Director, \_\_\_\_\_ hereinafter referred to as **SUB-LESSEE / TRANSFEREE** (which shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successor in office, nominees, executors, administrators and assigns) of the **THIRD PART**;

**WHEREAS:**

- A. The Lessee is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 10.12365 Cottahas more or less, situate lying at and being **Plot no. 11, Block- DN, Sector-V of Bidhan Nagar, P.S. Bidhan Nagar, Kolkata- 700091** in the District of North 24 Parganas, morefully and particularly described in the First Schedule hereunder written, hereinafter called the **"Said Land"**.
- B. With a view to develop the said land the **LESSEE** has by an agreement dated the 8<sup>th</sup> day of October, 2005, (hereinafter referred to as the **"Development Agreement"**), appointed the Developer to construct a multi storied building on the said land in accordance with the plan sanctioned by Bidhan Nagar Municipality at its own cost and/or at the cost of its nominees and allot him 41% of the super built-up area comprised of various unit of the proposed building to him, therein called the **LESSEE / OWNER's** allocation and sell and / or transfer the rest of the portion in the proposed building, therein called the Developer's Allocation to the prospective Sub-Lessee.
- C. Under the said Development Agreement, the Developer herein is entitled to enter into agreements for sale of the Developer's Allocation and the undivided proportionate impartible share in the said land and construct the Units/Flats at its own cost and / or at the cost of the prospective Transferee.
- D. The Sub-Lessee/Transferee after satisfying himself/herself/themselves about the power, right and authority of the Developer and the right title and interest of the Lessee in respect of the said land has agreed to acquire an undivided impartible proportionate share in the said land and also to get constructed an office space on the \_\_\_\_\_ floor measuring \_\_\_\_\_ sq. ft. super built up area of the building

under construction and the common portions from the Developer on certain terms and conditions agreed between the parties hereto which are recoded hereunder.

**NOW THIS AGREEMENT WITNESSETH** and the parties hereby agree and declare as follows:

1. The Sub-Lessee/Transferee hereby agrees to acquire and the Developer and the Lessee/Owner agree to transfer the undivided proportionate impartible share in the said land at or for the consideration hereunder written and on the terms and conditions as herein contained.
2. The Sub-Lessee/Transferee has duly inspected, seen and approved the plan and has no objection thereto and also hereby agree that the Developer may make such variation and/or modifications therein as may be deemed necessary or as may be required to be done at the instance of Bidhan Nagar Municipality or any other Local Authority.
3. The Sub-Lessee/Transferee has also taken inspection of the Development Agreement and the power of attorney of the Developer and has also satisfied himself/herself/themselves about the right title and interest of the Lessee in respect of the said land and/or the building and/or common portions thereof and agree not to raise any question and/or requisition at any time hereafter with regard thereto.
4. The Sub-Lessee/Transferee hereby agree, authorize and empower the Developer for construction of Office space on the \_\_\_\_\_ floor of the building under construction, containing a super built up area of \_\_\_\_\_ sq. ft. more or less, and \_\_\_\_\_ open parking on the ground floor fully described as "**the Unit**" as per specification mentioned in the **Second Schedule** hereunder written and the common portions of the building mentioned in the **Third Schedule** hereunder written at or for the construction cost and supervision charges to be paid by the purchaser/transferee including the consideration for transfer of the undivided proportionate share in the said land aggregating to Rs. \_\_\_\_\_/-, in the manner hereunder written.
5. The Developer shall construct and complete the construction of and make habitable the unit according to the specifications morefully described in the **Fourth Schedule** hereunder within under mentioned period, hereinafter described as "the date of delivery" subject to the Purchaser/Transferee making punctual disbursement of payments and observing and performing the terms,

conditions and covenants as are on his/her/their part to be observed and performed as herein contained and unless prevented by force major reasons beyond the control of the Developer.

6. The Developer shall within the date of delivery construct install and/or complete the common areas in the manner and with the general amenities and provisions as may be necessary for ingress and egress to and from the unit and making the unit habitable and tenantable.
7. In case the Sub-Lessee/Transferee making payment in time, the Developer make any delay in completing construction of or delivering possession of the unit to the Sub-Lessee/Transferee shall be entitled to claim damages from the Developer provided, however, if such delay is due to any reason beyond the Developer's power or control, the Developer shall not be liable for any interest or damages.
8. In case, by reason of the terms and conditions of these presents the Developer be exposed to any liability towards payment of sales tax etc. then and in such event, the same shall be the liability of the Sub-Lessee/Transferee and the Sub-Lessee/Transferee shall forthwith on demand pay the same to the Developer.
9. In addition to the said construction and/or the cost to be incurred and payable as aforesaid the Sub-Lessee/Transferee shall also bear and be liable to bear all charges costs and expenses incurred or to be incurred for making any additions or alterations and/or for providing any additional work and/or for providing any additional facilities and/or utilities in or relating to the unit at the request of the Sub-Lessee/Transferee in place of and/or in excess of those mentioned in these presents.
10. If the Sub-Lessee/Transferee do not make payment of dues of the Developer in time as per this memorandum, the Developer shall, at its option, be entitled to either cancel this agreement or charge interest @ 6% per annum for the period of such default.
11. Until the date of delivery and/or equal delivery of possession of the unit, the Developer shall exclusively be entitled to use and possess the unit and the parking space (if any) and every part thereof.
12. Upon delivery of the unit, the Sub-Lessee/Transferee shall be entitled to use and possess the same and every part thereof exclusively and shall be entitled to the rents issues and profits thereof.

13. The Sub-Lessee/Transferee shall not for any reason whatsoever obstruct the Developer's completion of construction or any part of the building under construction.
14. The Sub-Lessee/Transferee shall not for any reason whatsoever, obstruct the Developer and/or the owners in their transferring the remaining share in the said land and/or the other portions of the building under construction and/or parts thereof to any person or persons.
15. The Sub-Lessee/Transferee shall take and be deemed to have taken delivery of the unit on the date of delivery and as from such date of delivery the Sub-Lessee/Transferee shall become liable to pay the proportionate share of the common expenses irrespective of when the Sub-Lessee/Transferee takes delivery of the same.
16. The Sub-Lessee/Transferee shall on or before the date of delivery fulfill all his/her/their covenants herein as are on his/her part to be observed and fulfilled till the date of delivery and particularly those as are mentioned in clause 18 hereinafter.
17. After taking possession the Sub-Lessee/Transferee shall not raise any objection to or make any claim of any nature whatsoever regarding to construction of the Unit and/or otherwise in respect of the building and/or common portions.
18. Before the date of delivery of the unit the Sub-Lessee shall:
  - a) Pay to the Developer all amounts then remaining payable as consideration for the undivided impartible share in the land and cost of construction mentioned hereunder written.
  - b) Pay to the Developer the proportionate cost of Transformer, Generator, Deep Tube-well and Security Deposit and Electric connection to the said unit.
  - c) Pay to the Developer the further amounts for the purposes and on the conditions mentioned in Clauses 9 and 10 above written, if any, as be then remaining due and payable.
19. As from and after the completion of the unit of the purchaser and, after taking possession thereof the purchaser covenants:

- a) To co-operate with the Owner, Developer and/or other co-owners in the management and maintenance of the said building and the common portions thereof and in formation of the association.
  - b) To observe the rules framed from time to time by the Developer and / or the Association for quiet, peaceful and beneficial enjoyment of the unit and/or the common portions.
  - c) To allow the Developer and its workmen to enter into the unit for carrying out the works required for the common purposes.
  - d) To pay proportionate share of the common expenses regularly and punctually.
  - e) To pay regularly and punctually all outgoings and the rates and taxes for and/or in respect of the land and the said buildings, proportionate and for the unit wholly.
  - f) To pay for all the charges for electricity and other utilities/services in or relating to the unit.
- 20.** Until formation of the Association the Lessee's and/or the Developer shall manage and maintain the common portions by themselves or through their nominee or nominees at the expenses of the co-owners including the Sub-Lessee/Transferee and upon formation of such Association the maintenance of the common portions shall be made over and/or be the responsibility of the association.
- 21.** Upon payment of the entire consideration money and deposits as mentioned above, the Developer shall transfer and/or cause to be transferred the unit and the said undivided impartible proportionate share in the said land by the owner in favour of the Sub-Lessee/Transferee.
- 22.** The form and mode of transfer and the terms, conditions and covenants of the Deed of Transfer/Assignment and all documents to be executed in pursuance hereof shall be such as shall be settled and finalized by Sri Sudip Banerjee, Advocates of 6, Old Post Office Street, Kolkata- 700001 and the Sub-Lessee shall not be entitled to raise any objection thereto.
- 23.** All costs, charges and expenses for stamp duty, registration charges and fees of the said Advocate for transfer and assignment of the said unit shall be borne and paid by the purchaser exclusively.

24. The entire roof of the building shall be the exclusive property of the Owner and Developer who shall be entitled to make further constructions thereon and/or to use the same in such manner as the Owner & Developer shall in its absolute discretion deem proper.
25. **FORCE MEAJURE:**  
The Vendor/Developer shall not be regarded in breach of any of the terms and condition herein contained and on the part of the vendor to be performed and observed if it is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages therefore;
- a) Fire;
  - b) Natural Calamity;
  - c) Tempest;
  - d) Labour Unrest;
  - e) Local Problem;
  - f) Any prohibitory order from the Court;
  - g) Delay due to application under Rule 25 of the Building Rules;
  - h) Delay in getting Drainage connection;
  - i) Delay in getting Electricity meter connection;
  - j) Delay in getting Occupancy Certificate;
  - k) Any other unavoidable circumstances beyond the control of the Vendor.
26. This agreement is personal and the purchaser shall not be entitled to transfer, let out, mortgage, grant lease etc in respect of the said unit or the properties appurtenant thereto without the prior consent in writing of the Developer, only upon payment to the Vendor of a sum of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) and further provided that the Sub-Lessee/Transferee has not been in breach or violation of any of the terms and conditions herein contained. Further in case such consent is given by the Vendor, such consent shall be by letter and it shall not be necessary for the Vendor to join as any party in any nomination agreement proposed to be executed between the parties.
27. The Sub-Lessee/Transferee has no right on open space/open car parking space etc. except in the common areas mentioned hereinafter.
28. The Sub-Lessee shall on or before the execution of this agreement pay a sum of Rs. 5,500/- (Rupees Five Thousand Five Hundred Only) to Sri Sudip Banerjee Advocate towards the fee for the preparation of this agreement and shall further pay a sum of Rs. 5,500/- (Rupees Five Thousand Five Hundred Only) on or before delivery of possession of the said Unit towards their fees for execution

and registration of the papers, documents in relation to transfer of the said Unit in favour of the Sub-Lessee.

29. Not to put or affix any sign board in common areas except as area specified.
30. Super built up area means: Total Covered area of the unit plus proportionate area of Stair lift & lobby plus 25% super built up area.
31. At or before the date of possession, the Sub-Lessee/Transferee shall deposit with the Vendor a sum equivalent to the estimated share of the common expenses @ Rs. 15/- per sft. of the area of the unit. Such deposit shall be treated as a security deposit shall be utilized or applied for the purpose of discharging the obligation of the purchaser to make payment of the proportionate share of maintenance charges and other outgoings. After formation of the association if any surplus is left, the same will be handed over to such Association.
32. Any differences of opinion arise between the parties hereto in respect to the terms and conditions written herein, the matter will lay before the arbitrator appointed by all the parties and their decisions will be final & binding on all the parties.

**FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** leasehold land containing an area of 10.12365 Cottahas, be the same a little more or less, situate lying at and being Plot no. 11, Block- DN, Sector- V of Bidhan Nagar, P.S. Bidhan Nagar East, Sub-Registration Office- Bidhan Nagar in the District of North 24 Parganas, butted and bounded as under:-

<b>ON THE NORTH</b>	:	Plot No. DN-10
<b>ON THE SOUTH</b>	:	Plot No. DN-12
<b>ON THE WEST</b>	:	Plot No. DN-8 & 7
<b>ON THE EAST</b>	:	Type VI Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(THE UNIT)**

**ALL THAT** the office space comprised in the unit on the \_\_\_\_\_ floor of the building under construction and having a super built up area of \_\_\_\_\_ sq. ft. more or less, \_\_\_\_\_ open car parking at the ground floor and the proportionate share of the common areas comprised in the building mentioned in the Third Schedule hereinafter written together with the undivided proportionate share in the land described in the First Schedule above written.



**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(THE COMMON PORTIONS)**

1. Entrances and exits, internal roads, driveways & footpath.
2. Common durwans room, transformer and generator room, meter room (if any).
3. Boundary walls and main gates of the building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Lift, Lift-well and Lift room.
6. Stair cases, lobbies on all floors.
7. Entrance Lobby.
8. Water pump, water pump room, water reservoir, together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any unit).
9. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(SPECIFICATIONS)**

<b>CONSTRUCTION</b>	:	R.C.C. Frames with thick brick work in cement.
<b>FLOORING</b>	:	Vitrified Tiles.
<b>TOILET</b>	:	Vitrified Tiles flooring, glazed tiles upto 6'.
<b>WATER SUPPLY</b>	:	The Developer shall make arrangement for 24 hours water supply. There will be one electrical separated ejects pump to be used for lifting water from deep tube-well to overhead tanks for continuous water supply. Simultaneously there will be an arrangement for corporation supply.
<b>DOOR</b>	:	Frames of Good Quality Sal Wood and Phenol Bonded Flush Doors with lock and door bolt painted with primer.
<b>WINDOW</b>	:	Anodised Aluminium Sliding doors with Glass Panels.

- PAINTS** : All walls, partition walls, ceiling etc. to be finished with plaster of parish and water proofing cement primer. All doors and windows will be finished with synthetic enamel paints over primer and outside of the building will be finished with cement based paint (snowcem).
- ELECTRICITY** : Adequate light with Fan and plug points.
- ELECTRIC METER** : Each unit will have separate meter in the name of member concerned. The security deposit for the meter shall have to be paid by the individual members at the rate of Rs. 20,000/- excluding security deposit. Transformer charges & installation, Generator Costs will be borne by the members proportionately on actual basis.
- ELEVATION** : A glass elevation with Glass.
- LIFT** : Lift of a reputed make.
- SANITARY ITEMS** : The toilets made in conformity with the relevant Municipal rules. The fittings of the toilets will be suitable and convenient and best quality, i.e. in the each toilet, will be provided one basin with pillar cock, commode pan with low-level cistern, one shower tap, one mirror, one shelf, one towel rod etc.
- PAINTING** : All walls, partition walls, ceiling etc. to be finished with plaster of parish with one coat of synthetic primer over cement primer. All doors and windows will be finished with synthetic enamel paints over primer and outside of the building will be finished with cement based paint (Snowcem).
- ELECTRICITY** : Each unit will have separate meter in the name of the member concerned. The security deposit for the meter shall have to be paid by the individual members.

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

**EXECUTED AND DELIVERED** by  
the **LESSEE/OWNER/TRANSFEROR**  
at Kolkata in the presence of:

1.

2.

**EXECUTED AND DELIVERED**  
by the **DEVELOPER**  
at Kolkata in the presence of:

1.

2.

**EXECUTED AND DELIVERED** by  
the **SUB-LESSEE/TRANSFeree**  
at Kolkata in the presence of:

1.

2.

DATED THIS DAY OF 2020

BETWEEN

SRI SANKAR LAL SAHA  
LESSOR / OWNER / TRANSFEROR

AND

M/s. MALIKA HOUSING PVT. LTD.  
DEVELOPER

AND

M/s. \_\_\_\_\_  
SUB-LESSEE / TRANSFEREE

AGREEMENT FOR SUB-LEASE