

• SUBLEASE DEED •

THIS INDENTURE of sublease deed is made at DHULE on this 27th day of March Two Thousand Seventeen BETWEEN **BORSE BROTHERS ENGINEERS & CONTRACTORS PVT. LTD.**, R/O 23, Anand Nagar, Near Indira Garden, Deopur Dhule - 424002 through its Director Mr.Sumeet Sudhakar Borse Age - carrying, on business hereinafter referred to as "**the Lessee**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include its/their respective heirs, executors, administrators and assigns) of the one part.

AND Age - Years R/O Carrying on business hereinafter referred to as "**the Sub-Lessee**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include its/their respective heirs, executors, administrators and assigns) of the other part.

WHEREAS by an indenture of lease dated 25th March 2015 made by and between the **COMMISSIONER of D.M.C., DHULE** (therein referred as the Lessors) of the one part (therein referred as D.M.C.) and **BORSE BROTHERS ENGINEERS & CONTRACTORS PVT.LTD.** (therein referred as the Lessee/s) the other part (therein referred as the Lessors) and registered at the office of the Sub Registrar of Assurance at **DHULE** under Serial No.**1865 of 2015**, DMC granted lease of the area in demised premises at **CTS No. 1618 + 1618-A, Parola Road, Lane No.6, Dhule** as marked in the plan hereto annexed and more particularly described hereunder as "**Schedule-B**". The initial period of sub-lease shall be 30 (Thirty) years. The sub-lease will be renewed after every 30 years and extendable upto 99 (ninety nine) years only. (hereinafter referred to as "said Lease Deed"). The said initial Lease Deed is annexed herewith as "**Schedule-A**"

PAYING THEREFORE every year in advance during the said term unto the lessor i.e. DMC at the Office of the City Engineer, D.M.C.(herein referred to as the City Engineer) or as otherwise required the monthly rent of **for Sqm. (Rs. 25/- per Sqm. only)** and shall be increased by 10% after every 3 years

upto 99 years without any deduction what so ever by making advance payments for the entire year i.e. 1st January to 31st December, on or before 5th January of every year. AND ALSO PAYING unto the lessor in the event of and immediately upon the said term being determined by reentry under the provision hereinafter contained proportionate part of the said rent.

AND WHEREAS under Clause No. 21 of the said Lease Deed dated 25/03/2015 the Lessees therein have been given liberty/authority/permission or are entitled to sub lease carpet up area as approved by the lessors therein. The Lessee therein have constructed commercial Complex on the said demised premises.

AND WHEREAS the Lessee have agreed with the Sub-Lessee to grant a Sub-Lease of the premises being **SHOP NO.** by way of Sub-Lease of above premises which is/are more particularly described here under written in the manner hereafter appearing.

NOW THIS INDENTURE WITNESS AS FOLLOWS

In pursuance of the said Agreement and in consideration of the premises and of the compensation of the premises and of the compensation/royalty rent covenants on the part of the Sub lessees to be paid, observed and performed, the Lessees do hereby sub demise unto the sub lessees the premises, here detachment and premises being shop bearing No. and situated at **CTS NO.1618+1618(A) LANE NO.6 PAROLA ROAD DHULE** more particularly described in "**Schedule-C**" and delineated on the plan thereof hereto annexed and thereon shown and/or marked TO HOLD the sub-demised premises upto the sub lessees commencing from for a initial term of 30 (thirty) years, renewed after every 30 years and extendable upto to 99 (ninety nine) years and in no case beyond the term specified under the main lease Deed but determinable as hereinafter provided YIELDING AND PAYING therefore during the said term monthly rent of Rs. 4350.00 (Rupees Four Thousand Three Hundred Fifty only) the first payment of such monthly rent for period ending 31.12.2017 having been paid hereinafter by the Sub Lessees to the Lessor and the sequent payments to be made on the corresponding day of each and every succeeding year/month thereafter without any deduction whatsoever

and upon the condition for observance and performance of covenants on the part of the Sub lessees hereinafter contained.

1. The Lessee hereby covenant with the Sub lessee as follows:
2. The Lessee do hereby covenant with the Sub lessee/s that they (they are the Sub lessor) have in themselves good right and absolute authority to sub-demise up to the sub lessee/s the sub-demised premises in the manner herein and the sub-lessee/s paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and mentioned in original/initial lease deed dated 25/03/2015 with suitable changes by and on the part of the sub-lessee/s to be paid,observed and performed, shall and will peaceably and quietly enjoy the sub demised premises during the term and at all reasonable times of the day during the term hereby granted after 72 hours previous written notice, to enter into and upon the sub demised premises and building structure erected thereon and inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the sub lessee/s call upon them to execute the repairs and upon their failure to do so within a reasonable time, the City Engineer/Lessee without being under obligation to do so, may execute them at the expenses in all respect of the Sub-Lessee herein. And breach of above condition on the part of Sub-Lessee shall be treated as breach of agreement and in such event Lessee is entitled to get back the possession from Sub-Lessee even prior to completion of Lease Period.
3. IT IS HEREBY SPECIFICALLY AGREED AND DECLARED that at any time the rent hereby reserved or any part thereof shall remain unpaid for a period of 1 year (or any other period as may be specified) after the date on which the same ought to be paid (whether formerly or legally demanded or not) or if the sub lessee/s shall make default in observance and performance of anyof the covenants and conditions herein contained or in the said Deed of lease on the part of the sub lessee/s to be observed and performed and if such default shall continue and be not

remedied within 1 month from the date of service of a notice in writing to be given by the Lessee or the D.M.C. to the Sub lessee/s to remedy such default or breach, it shall be lawful for the Lessee or D.M.C. at any time thereafter to obtain possession from sub-lessee and to re-enter upon the sub demised premises or any part thereof or whole and thereupon the sub-lease hereby created shall determine and stand absolutely terminated but without prejudice to the claim, right, action and remedy which the Lessee may have against the sub lessee/s in respect of any such breach of the sub lessee/s covenants and stipulations herein contained.

4. It is further SPECIFICALLY AGREED and declared that the sub lessees shall abide themselves by the stipulations and conditions agreed by and between the D.M.C. and the Lessee herein without any reservations of whatsoever-nature.
5. THE SUB LESSEE HEREBY COVENANT WITH THE LESSEE:
 - a) On the terms and conditions of initial Lease deed and present sub-lease deed and also, by mentioning same (except rent/premium amount) the sub lessee/s shall be entitled to assign, Transfer, mortgage or otherwise part with the possession of the sub demised premises and of their leasehold interest in the sub demised premises to any third party, by way leave and license, lease etc., with prior written approval from Lessee. In any case the sub lessee shall not assign, transfer, mortgage, or otherwise part with possession of the sub demised premises for a period more than mentioned in original lease deed.
 - b) The sub lessee/s shall use the sub-demised premises for the purpose permitted under the Municipal or any other statutory by laws rules and regulations of the Local Authority.
 - c) The sub lessee/s shall not do or cause or permit to be done upon the sub demised premises or any part thereof anything which may become public or private nuisance or annoyance, damage or disturbance to the Lessee or the D.M.C. or occupants of any adjoining or neighboring property or on any other building whereby any insurance for the time being effected on the said demised premises be rendered void or avoidable.

- d) The sub-lessee shall keep the premises in good condition and maintain it and pay common charges and use common facilities to the D.M.C. component and DEVELOPER component of the building or to the society form by Lessee and other shop holders, and if any dispute arises about the maintenance of common facilities then the decision of the CITY ENGINEER shall be final and binding on all concerned. The sub-lessee shall not make any encroachment in common area and other part of the building which is not the subject of the Sub-Lease.
- e) The sub lessees/s shall insure the sub-demised premises during the continuances of the sub lease in the joint names of the D.M.C., Lessee and the sub lessee/s against loss or damage, by fire, earthquake etc.
- f) Throughout the said term at the sub lessee/s expenses well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition including all usual and necessary internal and external painting color and white washing to the sub demised premises to the satisfaction of the Lessee and or the D.M.C.
- g) To perform all covenants, conditions and stipulations mentioned in and under the said lease herein before and other recited and also in original lease deed (with suitable changes) executed between the D.M.C. therein called the lessor of the one part and Lessee of the other part and not to do or permit to be done on the sub demised premises anything which may be in contravention of terms of the present deed and said lease dated 25/03/2015.
- h) At the expiration or soon determination of the said term or at the termination of the lease deed the sub lessee/s shall quietly deliver up to the Lessee the demised area in good spirit and condition with all additions and improvements thereto ;
- i) The sub lessee/s shall indemnify and keep indemnified the Lessee against loss, third party rights or/and interest.
- j) The Sub-Lessee is bound to observe and comply with Revised Deed of Declaration dated 27.03.2017 and Index-II of it is attached herewith as **"Schedule-E"**.

- 6) The Sub-lessee is bound to pay to Lessee Non-refundable premium amount. The details of non-refundable premium amount paid/to be paid by Sub-Lessee, and other details are mentioned in "**Schedule-D**" which is part and partial of this deed and it is binding upon sub-lessee.
- 7) About costs, registration and stamp duty as well local municipal taxes to be paid to D.M.C. and other taxes as per prevailing norms of Govt. of Maharashtra/Govt. of India, Electric meter Connection Charges, Electricity Bills, service tax, VAT etc. borne by sub-lessee.

IN WITNESS WHEREOF the Lessee and the sub lessee/s have hereunto and to a duplicate hereof stand subscribed their respective hands the day and the year first herein above written.

Witness : :

1.

2.

**BORSE BROTHERS ENGINEERS &
CONTRACTORS PVT.LTD. through its
Director Mr. Sumeet Sudhakar Borse
[LESSEE]**

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[SUB-LESSEE]

SCHEDULE –“C”

Details of premises

1.	Shop No.	:	 Of Kai.Abasaheb R.R.Patil Vyapari Sankool, constructed on CTS No. 1618 + 1618 (A), Parola Road Lane No. 6, Dhule on B.O.L.T.Basis.
2.	Floor	:	Upper Ground Floor
2.	Carpet Area in Sqm.	:	
3.	Boundaries	:	
	East	:	
	West	:	
	South	:	
	North	:	

SCHEDULE – “D”

Details of payment to be made to Lessee

1. Amount of Non Refundable Premium		:	
2. Details of Payment Received :			
Date	Amount in Rs.	Details	
Total Rs.			