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RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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AGREEMENT FOR RELINQUISHMENT OF TENANCY RIGHT

THIS AGREEMENT FOR RELINQUISHMENT OF TENANCY RIGHT

made this the 14th day of December, Two Thousand Eighteen (2018);

BETWEEN

1. SRI RAMESWAR KUMAR GUPTA (PAN : ADBPG5460E), son of late Rampyari Gupta **AND 2. SMT. ANITA GUPTA (PAN : AHDPG0702D)**, wife of Sri Rameswar Kumar Gupta both residing at Shyam Lake Garden, Block - E, 6th Floor, Flat No. 632D, 202, Jessore Road, P.S. Lake Town, Kolkata- 700 089 hereinafter called the **LESSEES** (Which expression

Rameswar & Anita Gupta

Anita Gupta Shyam Lake Garden

one Registered Family Settlement all the Shebaitis partitioned their

shall unless excluded by or repugnant to the context included their heirs, executors, administrators, representatives and assigns) hereinafter referred to as the **FIRST PARTY/LESSEES**.

AND

SRI ATANU KHASNOBISH (PAN : BVAPK7108M), son of late Sajal Khasnobish, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037 also the Proprietor of **SRI SAI CONSTRUCTION** a Partnership Firm having Office at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700 030 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

SMT. PARBATI GIRI GOSWAMI (PAN : CSCPG9996B), wife of Late Munshi Giri, by resident Indian, by Faith Hindu, residing at 58, Basak Bagan, P.S. Lake Town, Kolkata - 700048 (which expression unless excluded by or repugnant to the subject on context be deemed to Mean and include her respective heirs, executors, administrators, attorneys, legal representatives and assigns) of the **THIRD PARTY**.

AND WHEREAS Sri Atish Chandra Sinha, Sri Bikash Chandra Sinha are the Shebaites or the Trustees of the private Trust namely Shree Shree Radha Ballav Jiu and Shree Shree Krishna Chandra Jiu and by way of one Registered Family Settlement all the Shebaites partitioned their

ATTN OF PARBATI GIRI GOSWAMI



ancestral Properties with all lawful means belongs to their Private Trust namely Shree Shree Radha Ballav Jiu and Shree Shree Krishna Chandra Jiu at 4, Rustomji Parsi Road, Calcutta 700 002 along with their ether different Trust in different places. That there after said Sri Atish Chandra Sinha, Sri Bikash Chandra Sinha as a lawful Owner or Shebait executed Two separate Registered Power of Attorney one being numbered as Deed No. 1434, Book No. IV, Volume No. 23, Pages 265 to 274, registered on 16.03.2005, before the Office of Registrar of Assurances, Calcutta and the Other Registered Power being Deed No. 136, Book No. IV, registered on 19th day of September 1994, has given all powers in favour of one Swapan Kumar Chatteraj, son of late Kanasari Chatteraj, Officer-in-Charge, Paikpara Raj General Debottor Estate at 4, Rustomji Parsi Road, Calcutta 700 002 to deal with their all properties on their behalf and also rendered right to execute a registered Deed of Lease in favour of any Third Party along with other rights therein in connection with the below Schedule Property.

AND WHEREAS said Swapan Kumar Chatteraj Officer-in-Charge, Paikpara Raj General Debottor Estate, son of late Kangsari Chatteraj, at 4, Rustomji Parsi Road, Calcutta 700 002 as a Constituted Attorney with all lawful authorities executed one Registered Deed of Lease being Deed No. 03049 of 2014, Book No. I, Volume No. 6, Pages 8224 to 8243, registered on 23rd Day of May 2007 in favour of the Lessees herein has transferred absolute right of Lessee over the Property at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultadanga, under the Jurisdiction of Kolkata Municipal Corporation,

Rameshwar Kr Gupta

K T I O F P A R B A T I G I R I G R O S W A M I

ward No. 5, Kolkata 700 037 measuring an area about 10 Cottages
Chittacks and 41 Sqft morefully described in the Schedule "A" for a
period of 999 Yrs and till the period of 999 Yrs on and from the date of
execution of the Registered Deed of Lease the Lessees shall have all
lawful right to do all lawful work over the "A" Schedule property without
any kind of interference from any ends.

AND WHEREAS the Lessees duly mutated their names by submitting all
lawful papers, documents before the Concerned Authorities and recorded
their names in the Record of the Kolkata Municipal Corporation along
with other Concerned Authorities have all lawful right to construct a
multistoried Building with sanctioned Building Plan from the KMC with
other necessary permission from the Concerned Authorities and have
lawful right to create Sub-Lease along with right to execute Registered
Deed of Conveyance in favour of any Third Party with all lawful meaning
for a period of 999 Yrs.

AND WHEREAS the **FIRST PARTY /LESSEES** have lawful right, title,
interest over the Schedule below Property and the same is free from all
encumbrances charges, lien, attachments or not involved with any such
Bank Loan whatsoever and howsoever. That the Owners/Lessees duly
executed Registered Power of Attorney namely **SRI ATANU**
KHASNOBISH Son of late Sajal Khasnobish, residing at 4B, J.K. Mitra
Road, P.O. Belgachia, P.S. Chitpur, Kolkata 700 037 along with one
Development Agreement in favour of the Developer/Second Party for
construction of one Building over the Schedule "A" Land. That the Third
Party hereby admitting the Ownership, Lawful right, title and interest as

Rameshwar ko Gupta

KTIL OF PARBATI GIRI GOSWAMI

Third Party also hereby confirming the status of the Second Party as a Developer of the Schedule "A" Land. That this Relinquishment of Tenancy Agreement is made between the Parties herein in subject to the settlement with the Third Party AND THE Third Party is hereby permanently declaring to relinquish her right title, interest as a tenant over the Property at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700 037 and the Third Party/Tenant will not make any further claim as a Tenant over any part of the property morefully described in the Schedule "B" at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700 037. That 1st Party and the Second party hereby agrees that they will arrange for alternative accommodation within the same premises during construction. The Party First Party and Second Party shall hand over the Xerox Copies of their Pan Card, Aaddhar Card and Trade License, Development Agreement and Power of Attorney. That the Room shall be finish with wall pop and marble floor, the room should be square and there will be No Pillar in side the room, five electric point with switches one A/c point with rolling shutter with common bath toilet and Privy for all the Tenants along with other occupants in the Ground Floor of the newly constructed Building. That the Owner will hand over the same lease terms. That the Third Party i.e. **PARBATI GIRI GOSWAMI** as a consideration of her relinquishment of right of Tenancy over the Schedule below property the Third Party hereby agreed to receive an

Rameshwar Pr Gupta

KT 1 OF PARBATI GIRI GOSWAMI

amount of Rs.11,37,500/- (Rupees Eleven Lacs thirty seven thousand five hundred) only as a consideration Money from the First Party/LESSEES and the Second Party/DEVELOPER on behalf of the First Party/ Lessees hereby agreed to pay the consideration money in favour of the Third Party/Tenant. That the First Party, Second Party under mutual consideration hereby agreed to paid the rate of per Square feet in connection with the Schedule "C" Property an amount of Rs.6,500/- (Six Thousand five hundred) only per sq.ft. for the area of 175 sq.ft. out of total 295 Sq.ft. total an amount of Rs.11,37,500/- out of the said amount already paid Rs.5,40,000/- already paid rest amount shall be paid after ground floor foundation along with one Room in the Ground an area about 120 Sqft carpet area to settle with third Party to relinquish the tenancy right of the Third Party/Tenant over the Schedule "A" Property. That the Third Party already received from the First Party and the Second Party an amount of Rs.5,40,000/- (Rupees Five Lacs forty thousand) only by cash as a part of the total Payment and the rest amount will be paid at the time of starting of the foundation work over the Schedule "A" property. That the Third Party/Tenant hereby handing over the peaceful vacant khas physical possession over his occupied area i.e. the "B" Schedule below Property. That all kind of Agreement or any Writing if anything is ever been executed between the Parties herein that will be declared as null and void without any right of reinstatement or revival of any kind of right of the Third Party i.e. **SMT. PARBATI GIRI GOSWAMI** as a Tenant arises out of any kind of Agreement if anything is existing between the Parties herein. That this Agreement will be valid till the date of the payment of the consideration money and handing over the

Rameshwar K. Gupta

possessions to the First Party and Second Party
Tenanted portion with all right to demolish the Schedule "B" structure
for initiation of the constructional work over the Schedule "B" land.

That the First Party /Lessees and the Second Party/ Developer is jointly
paying Cash an amount of Rs.11,37,500/- (Rupees Eleven Lacs Thirty
Seven Thousand Five Hundred) Only to the Third Party /Tenant. That
the Third Party i.e. **SMT. PARBATI GIRI GOSWAMI** hereby declaring
that she will not make any claim over any part of the Property or will not
claim any further Money from the First Party and the Second Party as a
further consideration for relinquishment of Tenancy Right over the
Property i.e. the below Schedule Property. That the First Party and the
Second Party shall not claim any rent from the Third Party Parbati Giri
Goswami since the date of signing of this Agreement.

The first & Second party hereby jointly agrees and confirm that after
handing over the possession of 120 sq.ft. carpet room to the tenant shall
be register in favour of the tenant/third party the tenant till pay
Rs.50,000/- (Rupees fifty thousand) only and the rest expenses shall be
born by the party of the First and Second Part.

FIRST SCHEDULE ABOVE REFERRED TO

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

Rameshwar K. Gupta.

Anita Gupta Handwritten.

K T I OF PARBATI GIRI GOSWAMI

ON THE EAST : RPF Barrack.;

ON THE SOUTH : North point 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 SECOND SCHEDULE "B" ABOVE REFERRED TO TENANT'S
ALLOCATION NOW IN POSSESSION UNDER THE FIRST PARTY
AND SECOND PARTY**

TENANT'S ALLOCATION shall mean to the extent of more or less 295 Sqft carpet area Ground Floor at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700 037.

**THE THIRD SCHEDULE "C" ABOVE REFERRED TO PROPOSED
TENANT'S ALLOCATION OVER THE NEWLY CONSTRUCTED
BUILDING**

ALLOCATION shall mean to the extent of more or less 120 Sq.ft. Carpet area Ground Floor Room No.2, West side south facing room behind TMC Party Office (the then was) at Main Road, With Five Electric Point and an A/C point in the Room in the proposed building as per sanctioned Building Plan under Kolkata Municipal Corporation to be made constructed directed and completed by the Developer on the said premises in the proposed new building at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultadanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, Kolkata 700 037 within 18 Months from the date of handing over possession of the room in default the 1st and 2nd Party shall pay compensation of Rs.5,000/- per month.

Rameshwaro per Gupta

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. Habib'ul-Rohman

Ramesh Chandra Das Gupta

Anita Gupta

SIGNATURE OF THE OWNERS/LESSEES

Atanu Khasnabis

SIGNATURE OF THE DEVELOPER

Arpana Giri
2. Bhim Giri

✓ LTIOF PARBATI GIRI GOSWAMI

SIGNATURE OF THE THIRD PARTY/TENANT

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

MEMO OF CONSIDERATION

Received an amount of Rs.5,40,000/- (Rupees Five Lac Forty Thousand) Only in Cash, as apart payment of total consideration Only from the purchaser on only as per details given below :-

SIGNATURE AND DELIVERED

By the owners at Calcutta in the

Presence of:

1.

2.

✓ LTIOF PARBATI GIRI GOSWAMI

SIGNATURE OF THE THIRD PARTY/TENANT

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

ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি. নং / No. 1111/19322/00208

12/01/2016

To
পার্বতী গিরী গোস্বামী
Parbati Giri Goswami
58 BASAKBAGAN
South Dumdum (M)
North 24 Parganas
West Bengal 700048

332432960



MA324329602FT



আপনার **আধার** সংখ্যা / Your **Aadhaar** No. :

7897 7199 3903

আমার **আধার**, আমার পরিচয়



ভারত সরকার

Government of India



পার্বতী গিরী গোস্বামী
Parbati Giri Goswami
পিতা : কৈলাশ পুরী
Father : KAILASH PURI
জন্মতারিখ / DOB : 01/04/1955

Date : 15/09/2020

NO OBJECTION CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that We, 1. SRI RAMESWAR KUMAR GUPTA, 2. SMT. ANITA GUPTA AND 3. Parbati Giri Goswami, co-owner (Erstwhile she was Tenant) of the property i.e. 64/2/1, KHUDIRAM BOSE SARANI, KOLKATA,700037, have permitted and allowed Sri Bhim Giri for operating and conducting his business from ADDRESS MENTIONED ABOVE.

We further state that we have no objection if Sri Bhim Giri uses the address of the said premises as their mailing address.

1. SRI RAMESWAR KUMAR GUPTA,

Rameshwar kr Gupta

2. SMT. ANITA GUPTA

Anita Gupta

3. PARBATI GIRI GOSWAMI (LTI)

