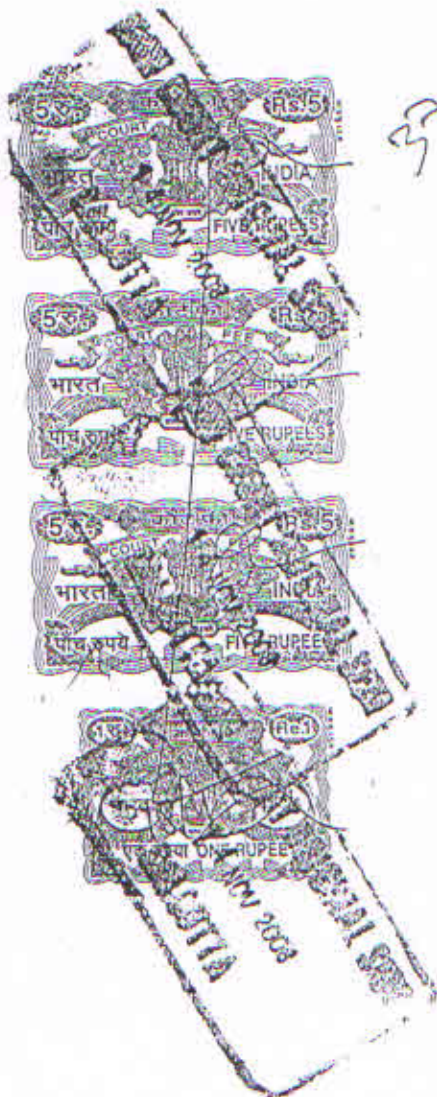


4-18-11/2008

A. P. No. 290 of 2007

IN THE HIGH COURT AT CALCUTTA

Ordinary Original Civil Jurisdiction



In the Matter of :

The Arbitration and Conciliation Act, 1996;

-AND-

In the Matter of :

An application Under Section 9 of the said Act for obtaining interim relief's.

-AND-

In the Matter of :

An arbitration Agreement contained in arbitration clauses being clause Nos. 14 and 16 in the agreement dated February 4, 2000.

-AND-

Contd.

In the Matter of

**MESSRS. PARAMOUNT APARTMENT
PRIVATE LIMITED**, being a company
within the meaning of the
Companies Act, 1956 and having its
registered office at 1, British Indian
Street, Kolkata - 700 069, within
the aforesaid jurisdiction.

...PETITIONER

-VERSUS-

- 1) **SM. ASHOKA MUKHERJEE,**
- 2) **KOUSTAVLAL MUKHERJEE,**
- 3) **SMT. NANDINI MUKHERJEE,**

and

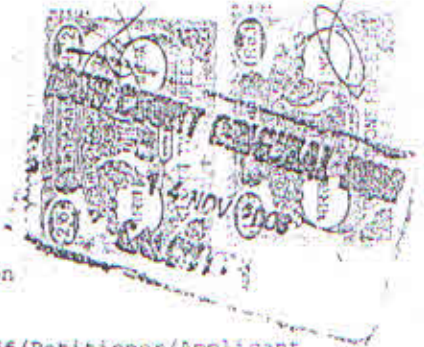
- 4) **SM. ELA ROY,**

All of 184 (formerly 185/186),
Shibpur Road, District Howrah.
outside the aforesaid Jurisdiction.

...RESPONDENTS

Contd..

(17)



AP No. 290 of 2007
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction

MESSRS. PARAMOUNT APARTMENT PRIVATE LIMITED Plaintiff/Petitioner/Applicant

Versus

SM. ASHOKA MUKHERJEE & OTHERS

Defendants/Respondents

36

For Plaintiff/Petitioner : MR. SWAPAN KUMAR MALLICK, ADVOCATE

For Defendant/Respondent : MR SURAJIT MITRA, ADVOCATE

BEFORE:

The Hon'ble JUSTICE INDIRA BANERJEE

Date : 30th September, 2008.

The Court :- The disputes between the parties have been settled and and the parties have filed the Terms of Settlement signed by them, in Court. The application being AP No. 290 of 2007 is disposed of in terms of the aforesaid settlement filed in Court.

All parties to act on a xerox signed copy of the minutes of this order on the usual undertakings.

Sd/- Indira Banerjee, J.
(INDIRA BANERJEE, J.)

Ret (4)
sksr.

CERTIFIED TO BE A TRUE COPY

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Under Section 16 of the
Act, 1872 (Act-I of 1872)

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18.11.08

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18/11/08

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AP 290/07.

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Sr. Ashoka Mukherjee & ors

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24.11.08	
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18.11.08	

18/11/08
 Superintendent,
 Copyists' Department,
 High Court, O.S.
 18/11/08

Order given on 30th Septem-
ber of J. Banerjee.

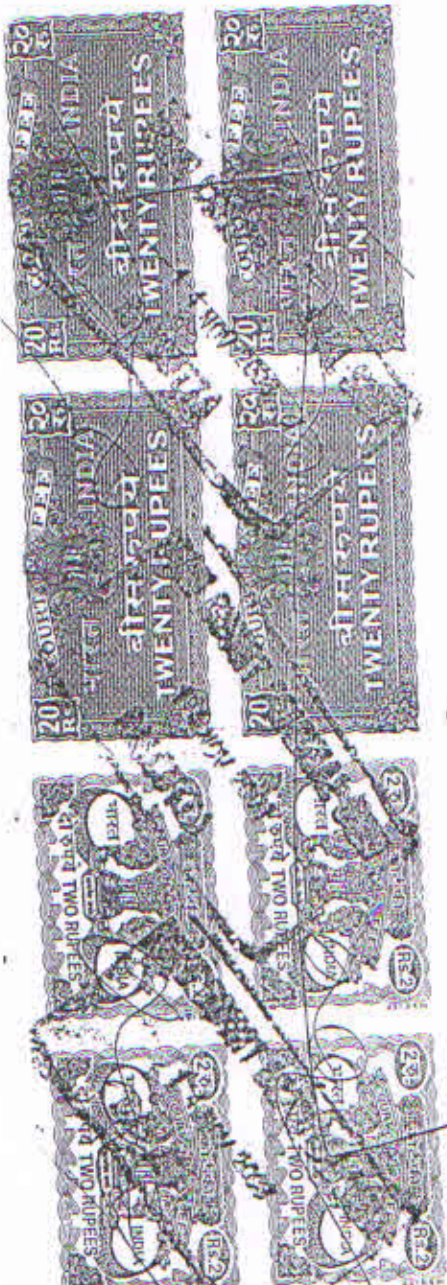
14th Nov. 08

5-18¹¹/₂ 2008

A. P. No. 290 of 2007

IN THE HIGH COURT AT CALCUTTA

Ordinary Original Civil Jurisdiction



In the Matter of :

The Arbitration and Conciliation Act,
1996;

-AND-

In the Matter of :

An application Under Section 9 of the
said Act for obtaining interim relief's.

-AND-

In the Matter of :

An arbitration Agreement contained in
arbitration clauses being clause Nos. 14
and 16 in the agreement dated February
4, 2000.

-AND-

Contd..

In the Matter of

MESSRS. PARAMOUNT APARTMENT
PRIVATE LIMITED, being a company
within the meaning of the
Companies Act, 1956 and having its
registered office at 1, British Indian
Street, Kolkata - 700 069, within
the aforesaid jurisdiction.

...PETITIONER

-VERSUS-

- 1) SM. ASHOKA MUKHERJEE,
- 2) KOUSTAVLAL MUKHERJEE,
- 3) SMT. NANDINI MUKHERJEE,

and

- 4) SM. ELA ROY,

All of 184 (formerly 185/186),
Shibpur Road, District Howrah,
outside the aforesaid Jurisdiction.

...RESPONDENTS

Contd..



A.P.No. 290 OF 2007
IN THE HIGH COURT AT CALCUTTA.
ORDINARY ORIGINAL CIVIL JURISDICTION

PARAMOUNT APARTMENT PRIVATE LTD.

..... PETITIONER.

-VERSUS-

SMT. ASHOKA MUKHERJEE & ORS.

..... RESPONDENTS.

TERMS OF SETTLEMENT

a) The parties specifically agree that the two agreements dated 20.09.1993 and 04.02.2000 entered into between the petitioner and Ajay Lal Mukherjee, since deceased, relating to present amalgamated premises No.184, Shibpur Road, Howrah and all other negotiations and/or understandings previously entered into by and between the petitioner and the said Ajay Lal Mukherjee shall stand fully cancelled and/or

revoked and shall not be given effect to by any of the parties herein.

Ashoka Mukherjee
Kausubh Lal Mukherjee
Narmalini Mukherjee
Ela Roy

PARAMOUNT APARTMENTS PVT. LTD.
Ajay Kumar Mishra
Director.

b) It is, however, recorded that all the acts already done by the petitioner in terms of the said two agreements dated 20.09.1993 and 04.02.2000 and especially the sanctioned plan obtained by the petitioner, being sanctioned plan No.C/405 of 1998-99 and the constructions already made by the petitioner after demolition of a portion of the amalgamated premises No.184, Shibpur Road, Howrah, shall be deemed to be valid and legal and shall be fully accepted by the respondents without raising any demur or protest at any time in future.

c) It is agreed and recorded that the total constructed area on the land measuring in all 73 Cottahs 08 Chittacks 36 Sq.Ft. as per the Sanctioned Plan is $7,729.093 \text{ Sq.Mtr.} \times 10.764 = 83,196 \text{ Sq.Ft.}$ and the respondents by way of Owner's allocation shall obtain 40% of this area, that is 33,278 Sq. Ft. If total Sanctioned area is increased above 83,196 Sq. Ft. then the respondents (Landlords) will also get 40% of such increased area. It is further agreed and recorded that this 40% area presently equivalent to 33,278 Sq. Ft. shall be given by the petitioner to the respondents in the

following manner :-

Ashoka Mukherjee
Kausik Lal Mukherjee
Namalini Mukherjee
Fla Roy

Paramount Apartments Pvt. Ltd.
Ajay Kumar Mishra
Director.

i) A complete separate, independent and fully finished building, being block 'A' as shown in the sanctioned plan abutting Shibpur Road at present, sanctioned for G + 2 floors having area of 1964 Sq.Ft. in the Ground Floor, 2,387 Sq.Ft. in the 1st Floor, 2,387 Sq.Ft. in the 2nd Floor, that is having a total area of 6,738 Square Feet (Builtup area). However, the petitioner shall make all endeavors to obtain sanction of another upper floor having area of 2,387 Sq.Ft. to this building making it G + 3 floors building, in which event, the total area allotted to the respondents out of owners allocation in this building shall be 9,125 Square Feet.

ii) After deducting the total area obtained by the respondents in the said building, being block 'A', the balance area of the Owner's allocation shall be provided in Block 'G' as shown in the sanctioned plan. Provided that out of this balance area, 4,000 Sq.Ft. shall be deducted as and by way of compensation for advance payment made earlier, and a further area of 5,000 square feet shall be deducted for accommodating the tenants who were in existence at the time when the project was undertaken by the petitioner, that is to say, the total allocation of area to the respondents in the block 'G' as aforesaid to

Arshoba Mukherjee
Kausikb Lal Mukherjee.
Nandini Mukherjee.
Ela Roy

Paramount Apartments Pvt. Ltd.
Arijan Kumar 2115225
Director.

the respondents shall be 33,278 Sq. Ft. minus $(6,738+4,000+5,000)=17,540$ Sq. Ft. if the 'A' Block building is of 6,738 Sq. Ft. or 33,278 Sq. Ft. minus $(9,125+4,000+5,000) = 15,153$ Sq. Ft., if the 'A' block building is of 9,125 Sq. Ft. in the circumstances as stated in clause (i) above.

- iii) The respondents / owner's shall also be exclusively entitled to car parking spaces in the ground floor of Block 'B' and 'G'. However, such number of car parking spaces may increase suitably if the total sanctioned area increases as aforesaid. However, during demolition of the existing building and construction of Block 'G', all such vehicles shall be kept in Block 'B'.
- iv) If the total sanctioned area is increased above 83,196 Sq. Ft. as aforesaid thereby entitling the respondents / owners to additional 40% of such increased sanctioned area, then such additional sanctioned area shall also be provided in Block 'G' to the extent possible and if the entire balance area can not be provided in Block 'G' then the balance area shall be provided by space in other Block.
- v) The broad specifications of the buildings to be constructed shall be

as follows :-

Ashoka Mukherjee
Kausik Lal Mukherjee
Namini Mukherjee
E. L. Roy

Paramount Apartments Pvt. Ltd
Ajay Kumar Mishra
Director.

Board specification of the building to be constructed

- 1) The building will be in first class R.C.C. foundation and super structure.
- 2) First class brick work having 10 inch thick outer walls and 5 inch thick inner partition walls.
- 3) Steel windows with integrated grills and flush doors.
- 4) Plastering of inner walls with Plaster of Paris and outer walls shall be painted with cement painting.
- 5) Bath room/ Toilets will have complete chinaware fittings, with inner walls fitted with standard ISI marked glazed tiles up to 07 feet height.
- 6) The whole building shall have concealed wiring in PVC pipes and all ISI approved copper electric wires and accessories. Every flat shall have its own independent electric control panel in the flat itself and separate Meter at one common place as per CESC requirement.
- 7) Kitchen table top with green marble stone with glazed tiles dado 02 Ft. above kitchen table top.
- 8) Adequate electrical points will be provided in all rooms including

Bath Room and Kitchen with all ISI mark standard electrical fittings.

Ashoka Mukerjee
Kansliya Lal Mukerjee
Namdi mi Mukerjee
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Paramount Apartments Pvt. Ltd.
Anjani Kumar MIS 115/116
Director.

d) It is agreed and recorded that the allocations so to be made in favour of the respondents / owners including the car parking spaces shall be the absolute properties of the respondents / landlords each of whom shall have all the rights to transfer, charge, encumber and / or deal with the same in any manner they may think fit and proper and the petitioner or anybody shall not claim any right whatsoever to raise any objection in such exercise of rights by the respondents / landlords.

e) It is specifically agreed and recorded that the respondents shall withdraw all their objections and/or applications and/or representations before the Howrah Municipal Corporation and at all other places so as to enable the petitioner as developer to obtain revalidation of the sanctioned plan No.C/405 of 1998-99. The period of the pendency of Title Suit.No.101 of 2004 shall be excluded for computation of the period of validity of the said sanctioned plan No.C/405 of 1998-99 by the Howrah Municipal Corporation when revalidating the said Sanctioned Plan. In the alternative the respondents and all of them as joint owners shall sign and execute all plans, applications and other necessary documents and papers for enabling the petitioner as developer to obtain fresh and/or new sanction of building plan or plans for completing construction in the now

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ausli bh. Lal Mukherjee
Sandeepi Mukherjee
E. N. R. O. S.

Paramount Apartments Pvt. Ltd

Ajay Kumar Mishra
Director.

amalgamated premises No.184, Shibpur Road, Howrah, such that Block 'A' and Block 'G' shall remain the same.

- f) It is specifically agreed and recorded that the petitioner as developer shall deliver possession of Block 'A' either consisting G + 2 floors or consisting G + 3 floors as may be sanctioned as aforesaid to the respondents / owners totally completed and finished in all respects and after obtaining completion certificate or partial completion certificate in respect of Block 'A' from the H.M.C. strictly within 9 months from the date of obtaining revalidation of sanction and/or fresh or new sanction of the building plan/plans as the case may be and this time frame shall be strictly maintained by the petitioner. It is agreed that the said 'A' Block shall be constructed following the guidelines given below :-

Guidelines for construction of Block - 'A'

1. Marble of existing old building which shall be fully demolished will be used in flooring, common areas like stair case and lobbies and the wooden doors & windows of the said old building will be used as per size of doors and windows of new building block. However, the respondents / owners shall be exclusively entitled to such marbles,

Ashok Kumar Mukherjee
Kausik Chakrabarty
Namolini Mukherjee
Ela Roy

Paramount Apartments Pvt. Ltd.
Ajay Kumar Mishra
Director.

door and windows which will remain in excess after being used in the new building being Block 'A'.

2. One lift of Jonson Company or Adam's make will be provided in Block 'A' and it will be regularised at Developers cost.
3. Bath room / Toilet fitting according to choice of the respondents which shall be communicated well in advance to the petitioner.
4. The whole building shall have concealed wiring in PVC pipes and all ISI approved copper electrical wires and accessories approved by respondents which approval shall be communicated well in advance.
5. Separate water tank at top floor and reservoir below the ground floor with independent water lifting pump will be provided so that the water connection in 'A' Block building will be totally independent.

It is specifically mentioned that these guidelines shall be in addition to and over and above the broad specification of building to be constructed as stated in clause C (ii) above.

- g) It is specifically agreed and recorded that within 90 days of offering possession of the newly constructed 'A' block in accordance with the

immediately preceding clause, the respondents as owners shall shift to

Ashoka Mukherjee
Kaushtubh Lal Mukherjee
Namdini Mukherjee
Ela Roy

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Paramount Apartments Pvt. Ltd.
Ajay Kumar Mishra
Director.

'A' block from their present occupation in a portion of the old structure in or about the center of the presently amalgamated premises No.184, Shibpur Road, Howrah, and after the expiry of 90 days from the date of offer of possession by the petitioner, the petitioner shall be entitled to start demolition work in the existing old structure notwithstanding whether the respondents actually shift to block 'A' or not.

h) It is agreed and recorded that within 2 years from the date of shifting by the respondents from their present occupation in the old structure standing in the amalgamated premises No.184, Shibpur Road, Howrah, the petitioner shall construct and complete in all respects in habitable condition and also obtain completion certificate from H.M.C for 'G' Block, which will be allotted to the respondents as part of the owner's allocation, as aforesaid. If the petitioner/developer fails to complete and also to deliver peaceful possession to the respondents / owners of 'G' Block within the stipulated time the petitioner shall be bound to pay a sum of Rs.20,000/- per month till actual delivery of possession of the balance portion of the owners allocation as aforesaid. However while undertaking the project, the petitioner shall first construct and complete

Ashokra Mukherjee
Kaushibb Lal Mukherjee
Namalini Mukherjee
Ela Roy

Paramount Apartments Pvt. Ltd.
Ajay Kumar Mishra
Director.

Block 'A' and then Block 'G' and thereafter shall proceed with the works in other blocks.

- i) It is specifically agreed and recorded that the petitioner as developer shall deal with the existing tenants and it shall be the entire responsibility of the petitioner to obtain possession from the existing tenants either by giving compensation or by agreeing to accommodate them in the new building to be constructed, and if any payment is to be made, it shall be made entirely by the petitioner as developer and the respondents shall not be called upon to make any payment or do anything in this behalf, and if any accommodation is to be provided, then the same shall be provided from the developer's allocation by reason of the fact that 5,000 Sq.Ft. out of the owner's allocation is being deducted for providing accommodation to the existing tenants, and in future, the respondents as owners shall not have any concern or connection with either dealing with or obtaining possession from or providing space to the existing tenants in any manner whatsoever, and the respondents shall not be called upon to pay any sum in this behalf. The Petitioner have the full power and right to sue the existing tenants both under Civil and Criminal Laws for their eviction or for temporarily evicting them from their present occupations for the

Arshada Mubarejia
Kaus Likh Lal Kulkarni
Narmalini Heskherjia
Ela Roy

Paramount Apartments Pvt. Ltd.
Anjan Kumar Mishra
Director.

purpose of construction of the multi-storied building on the said property and to negotiate with the said occupiers or tenants of the said property by giving notice to them to vacate their respective tenancy or occupy and/or recover the possession from them, and the Respondents shall not intervene or obstruct Petitioners in any way in this matter. It is, however, made clear that save as mentioned hereinafter, if the petitioner as developer accommodates any of the existing tenants, then the petitioner as developer shall obtain all and every rents, issues and profits from such tenants and the respondents as owners shall not have any claim in this regard. It is, however, made clear that the respondents shall be solely entitled to claim and realize rents from those tenants whose particulars are given in a schedule annexed hereto marked with the letter 'A' and the respondents shall also be entitled to deal with in any manner the areas presently occupied by such tenants including letting out the same to new tenants. The petitioner shall have no claim whatsoever with regard to such areas and the tenants occupying the same or the rents to be paid by them or their successors.

j) It is agreed and recorded that the respondents and all of them shall be

bound to execute one or more General Power of Attorney as may be
Aashokra Mubarejee
Kausubh Lal Mukhrajee.
Namdevi Bhik Rajee
Ela Roy

required for executing the works and selling the developer's allocation, in favour of Mr. Anjani Kumar Mishra, one of the Directors of the petitioner, and they shall be bound also to register the same before the appropriate registration authority at the cost and expense of the petitioner and it is further specifically agreed that under no circumstances, shall the respondents or any one of them shall be entitled to revoke such General Power of Attorney which shall, however, die an automatic death upon completion of the project, but till the completion of the project, the same shall remain totally valid and it is also recorded that in case of death of anyone of the respondents, successors-in-interest, and/or heirs of the deceased respondent shall also be bound to execute such General Power of Attorney, as aforesaid, in place and stead of the deceased respondent and the said constituted attorney shall be fully entitled to use and utilise such one or more General Power of Attorney for obtaining revalidation and/or fresh and/or new sanction of the building plan, negotiating with tenants, constructing the buildings of the project and also for selling and/or otherwise exploiting portions of the developer's allocation only, and it is made clear that notwithstanding what may be written or contained in such General Power of Attorney, the constituted attorney or

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Kawalubh Lal Kulkarni

Namalini Meshkherjee

Ela Ray

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Paramount Apartments Pvt. Ltd
Anjani Kumar Mishra
Director.

the petitioner shall not use the said General Power of Attorney for selling or exploiting in any way any portion of the owner's allocation.

k) It is specifically agreed and recorded that save and except the time limit provided above for giving possession of 'A' block to the respondents as owners, which is to be constructed in accordance with the specification stated hereinabove, and providing the balance portion of owner's allocation in 'G' block, which shall be constructed as per the broad specifications given above, there shall be no time limit for the petitioner to complete the project, and the project shall be deemed to be complete when all the building blocks are fully constructed and the developer's allocation is occupied either by tenants or by lessees or by purchasers.

l) It is recorded that as early as possible the respondents as owners, shall apply for and obtain separate mutation in respect of the owner's allocation, and the respondents shall be bound to pay entire Municipal taxes and/or other outgoings in respect of owner's allocations when separately assessed but till the time owner's allocation or any portion thereof is not separately assessed, the respondents, as owners, shall be

bound to pay proportionate share of Municipal taxes and other outgoings

Ashokra Mishra
Kausubh Lal Mukherjee
Nandini Fleckherjee
Ela Roy

Paramount Apartments Pvt. Ltd.
Anjan Kumar Mishra
Director.

in respect of 'A' block from the date of possession thereof is offered to the respondents by the petitioner and also proportionate share of Municipal taxes of the Owner's allocation in 'G' block from the date when possession of the same is offered to the respondents.

m) It is recorded that as the respondents are getting a completely separate and independent building, being block 'A' within the owner's allocation, the respondents themselves shall do all maintenance of this independent 'A' block building, and the petitioner shall not be liable or responsible to do any maintenance in respect thereof. However, after possession of the 'G' block is given by the petitioner, the respondents shall pay proportionate share of maintenance charges for their allocation in this block to the person or body or association, (which may be the petitioner at the first instance) that is entrusted with such maintenance, and the respondents as owners, shall be bound to abide by the rules and regulations framed for maintenance.

n) It is made clear that the petitioner shall take all steps to enable the respondents to make immediately necessary application for mutation of their names in respect of now amalgamated premises No.184,Shibpur

Ashoka Mukerjee
Kausikb Lal Mukherjee.
Nandini Mukherjee
Ela Roy.

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Parsons Apartments Pvt. Ltd
Anjani Kumar Mishra
Director.

Road, Howrah, in place and stead of late Ajay Lal Mukherjee, and the petitioner shall see to it that such mutation is effected by clearing all arrear taxes out of the funds of the petitioner and taking all other steps in this behalf, and it is made clear that apart from signing papers and documents and making application the respondents shall not be called upon to do anything or pay or bear any sum either by way of arrear taxes or otherwise to effect such mutation of their names in the records of Howrah Municipal Corporation.

o) It is agreed and recorded that simultaneously with the execution of this terms of settlement, the petitioner shall pay a sum of Rs.9,00,000/- to the respondents for demolition account, and this payment of Rs.9,00,000/- shall not in any way affect or alter any of the preceding terms, as recorded above, and after receiving this payment, the respondents shall not have any claim or demand or interest against the petitioner in any manner whatsoever, save and except as provided above.

p) It is further agreed and recorded that all available debris and/or salvaged building materials obtained from demolition of the existing structures now occupied by the respondents, shall belong to and be the absolute

Ashokra Mukherjee
Kaustubh Lal Mukherjee
Namolimi Mukherjee
Ela Ray

Paramount Apartments Pvt. Ltd.
Ajay Kumar
Director.

property of the petitioner, provided that the petitioner shall utilise the available marbles and other fittings and fixtures in block 'A' and balance marble and fixtures will be the absolute property of Landowners/ Respondents, in a manner as is specified hereinabove.

- q) The terms contained herein shall remain invariant at all times in future and in case of any breach of any of aforementioned terms by any of the parties, the other party shall apart from having the right to terminate the agreement shall also be entitled to specifically enforce the agreement. Provided always that the parties shall always co-operate with one another to give effect to the terms contained herein and such terms may be varied only if recorded in writing and upon full agreement between the parties.
- r) The cost of installation of electricity charges including other charges (new 440 Volt line) will be borne by the petitioner/developer.
- s) There was a tripartite agreement executed on 25-06-2003 between Ajoy Lal Mukherjee, predecessor-in interest of the Respondents, Department of Posts India and M/s Paramount Apartments Private Limited. Whereby it was agreed between and by the parties that if the Owner and Developer fails to deliver the possession of 300 Sq.Ft. in favour of Postal

Ashokan Mukherjee
Kausubh Lal Mukherjee
Namdini Mukherjee
Elin Roy
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Paramount Apartments Pvt. Ltd
Ajay Kumar Mishra
Director.

Department within 2 years from the date of execution of the said agreement, the Developer shall pay 50% of the compensation, and it is agreed that this agreement shall be given effect to by both parties.

Aijaz A. Saucedo
Advocate on Record of the
Petitioner

Paramount Apartments Pvt. Ltd.
Ajay Kumar Mishra
Director.

PETITIONER
M/s. Paramount Apartment Private Ltd

Asit Kumar Bhattacharya (3)
Advocate on Record of the
Petitioner

1. *Ashoka Mukherjee*
2. *Kaustubh Lal Mukherjee.*
3. *Nandini Mukherjee*
4. *Ela Roy.*

RESPONDENTS
Smt. Ashoka Mukherjee & Others

*M
P-17*

copy

At 29/07.

Messrs. Paramuni Department
P.O. Sec.
- B
Shri. Ashoka Mukherjee & Co.

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30.9.08
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14.11.08
14.11.08
18.11.08
18.11.08
18.11.08

for 18/11/08
Superintendent,
Copyists' Department,
High Court, O.S.
18/11/08

Order given on 30th Sept-08
root of J. Ramji J.

14th NOV. 08

Amar A. Sanwarwala

14/08

8-243

In 3p
BSP (one case)
30/09/08

Indira Banerjee, J
30.9.08
disposed of.

AP No. 290 of 2007
IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction.

PARAMOUNT APARTMENT (P) LTD.
Petitioner

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Vs.

Sh. ASHOKA MUKHERJEE & ORS.

Respondents

Indira Banerjee, J
30.9.08

'Terms of Settlement' filed in
court today.
(To be kept on record)

Indira
30.09.08

TERMS OF SETTLEMENT

P.

Mr. Ashit Bhattacharjee

Advocate.

Bar Association, Room No.8

HIGH COURT, CALCUTTA-1

A. A. Sanwar

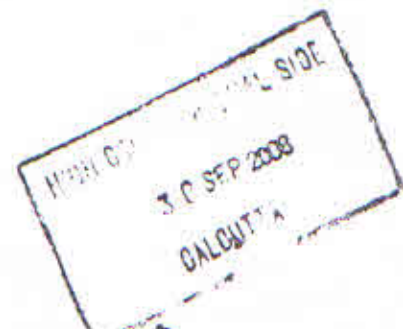
ANNEXURE A

Tenants of Smt. Asoka Mukherjee & Others

01. Nepal Chandra Debnath
02. Nityananda Bauri & Mrinal Bauri
03. Narayan Debnath
04. Samar Roy (Deceased)
05. Smt. Kamala Roy Karmakar
06. Sree Dilip Kumar Roy
07. Pashupati Nath Dutta
08. Swapan Kumar Sarkar
09. Tapan Kumar Sarkar (2 Room)
10. Tarun Kumar Bhawal
11. Ashok Kumar Sarkar
12. Raghunath Dutta
13. Shyamal Adhikari & Smt. Bula Adhikari
14. Sankar Kumar Dutta
15. Purnandu Nag
16. Jyotirmoy Nag

Annexure A
 in the pleading
 affirmed by
 on the 20th day of Sept
 2008
 Before me

Notarialis



17. Dilip kumar Roy (2 Room)
18. Arun Chatterjee & Ashes Chatterjee
19. Anil Kumar Basu
20. Ashim Ganguly
21. Bijoy Paul
22. Gouri Modak
23. Laltoo Paul
24. Montu Mohan Sen
25. Milan Kumar Dey
26. Shibpur Bazar Post Office

Paramount Apartments Pvt. Ltd.
 Ayazul Kumar Mishra
 Director

PETITIONER

M/s. Paramount Apartment Private Ltd

1. Ashoka Mukherjee
2. Kamaljit Lal Mukherjee
3. Namdini Mukherjee
4. Ela Roy

RESPONDENTS

Smt. Ashoka Mukherjee & Others

P-19
 2008
 18-11-08

CERTIFIED TO BE A TRUE COPY

Ayazul Kumar Mishra
 Director
 18/11/08