

46, Muktaram Babu Street, Kolkata - 700 007, Police Station Jorasanko, Post Office Burrabazar, all being the only present Trustees of the Trust Estate of Late Raja Rajendra Mullick Bahadur and Shebaits of Iswar Sri Sri Jagannath Deb Jew of Marble Palace, 46, Muktaram Babu Street, Kolkata - 700 007, Police Station Jorasanko, Post Office Burrabazar, PAN No. AAAAS4720J, hereinafter collectively referred to as the LESSORS (which expression shall unless excluded by or repugnant to the subject

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or context be deemed to mean and include their respective successor or successors in office) of the **ONE FART AND VEHEMENT HIGHRISE LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 15, Brabourne Road, 4th floor, Kolkata - 700 001, Police Station Hare Street, Post Radha Bazar, represented by its authorized signatory, Mr. Pawan Kumar Agarwal, son of Late Krishna Gopal Agarwal, residing at 87B, Cossipore Road, Block E, Flat No. 8, Kolkata - 700 002, Police Station and Post Office Cossipore, PAN No. ACHPA9176A, hereinafter referred to as the **LESSEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns) of the **OTHER PART**:

#### WHEREAS:

- A) The Trustees of the Trust Estate of Late Raja Rajendra Mullick Bahadur and Shebaits of Iswar Sri Sri Jagannath Deb Jew have been and are the full and absolute owners of and/or well and sufficiently entitled to All That the piece and parcel of land containing an area of 9 Bighas, 4 Cottahs, 3 Chittacks and 39 Sq. ft. be the same a little more or less Together With the buildings and structures standing thereon, situate lying at and being premises No. 225B, Acharya Jagadish Chandra Bose Road, Kolkata 700 020 (hereinafter referred to as the "Demised Premises").
- B) By a decree dated the 16th day of July, 2009, passed by the Hon'ble High Court at Calcutta in C.S.O.S. No. 3 of 2009 (Mrigendro Mullick -vs- Purnendro Mullick & Ors.) it was decreed that the Shebaits of the debuttar estate of Thakur Shree Shree Jagannathjee created by the Will dated 21st February, 1887 of Late Raja Rajendra Mullick Bahadur, being the present Lessors herein, are not required to take any leave of court under the Indian Trust Act, 1882, prior to execution of lease or conveyance of any property of the estate and shall have the right to deal with the properties of the estate in the best interest of the idol.
- C) The Lessors represent that the Lessors are the only Trustees of the Trust Estate of Late Raja Rajendra Mullick Bahadur and the only Shebaits of Iswar Sri Sri Jagarmath Deb Jew, and no other person or party has any right or claim or demand to be appointed and/or to act as



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- a Trustee and/or Shebait of the Trust Estate of Late Raja Rajendra Mullick Bahadur and/or of Iswar Sri Sri Jagannath Deb Jew.
- D) The Lessee has approached the Lessors to grant a lease in respect of the said Demised Premises for a term of 22 (twenty two) years on and from the 1<sup>st</sup> day of May, 2179, and the Lessors have agreed to grant such lease on as is where is basis on the terms and conditions recorded herein.

# NOW THIS DEED WITNESSETH THAT IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN THE PARTIES HAVE AGREED AS FOLLOWS:

# 1. **DEFINITIONS & INTERPRETATION**

- 1.1 Clause headings in this Deed of Lease are inserted for convenience only and shall not be used in its interpretation.
- 1.2 In this Deed of Lease, unless the context clearly indicates a contrary intention, a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa), and the following words and expressions shall bear the meanings assigned to them below (and cognate words and expressions shall bear corresponding meanings):

"Applicable Law"

means any statute, law ordinance, regulation, rule, order, bye law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which is for the time being in force in India.

"Commencement Date"

has the meaning assigned to it in Article

2.2 hereof.

"Defaulting Party"

has the meaning assigned to it in Article

7.2 hereof.

"Designated Person"

has the meaning assigned to it in Article

7.4(a) hereof.



District Sub-Registrar-III Alipore, South 24 Parganes

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"Development Rights"

has the meaning assigned to it in Article

5.1 hereof.

"Event of Default"

has the meaning assigned to it in Article

7.1 hereof.

"Existing Building(s)"

has the meaning assigned to it in Article

5.1 hereof.

"Expiry Date"

has the meaning assigned to it in Article

3.2 hereof.

"Governmental Authority(ies)"

includes authorities such as the Kolkata Municipal Corporation, the Government of West Bengal, the West Bengal Pollution Control Board, the Competent Authority Urban Land under the (Ceiling Regulations) Act, 1976, CESC Ltd., water, health and fire department or such other governmental body or agency, whether central, state or local, whose permission is required to be taken to construct, develop, operate, manage, renovate refurbish the said Leased Premises and/or the existing Building(s) and/or the New Building(s).

"Handover Date"

has the meaning assigned to it in Article

7.6.2 hereof.

"Leased Premises"/
"Demised Premises"

has the meaning assigned to it in the **Schedule** hereunder written.

"New Building(s)"

has the meaning assigned to it in Article 5.1 hereof.

"Non-Defaulting Party"

has the meaning assigned to it in Article 7.2 hereof.

"Notice"

has the meaning assigned to it in Article 7.2 hereof.

"Party(ies)"

Party refers to the Lessors and the Lessee individually, and Parties refer to the Lessors and the Lessee, collectively.



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"Rectification Period"

has the meaning assigned to it in Article

7.3 hereof.

"Security Deposit"

has the meaning assigned to it in Article

3.1 hereof.

"Term"

has the meaning assigned to it in Article

2.2 hereof.

"Termination Date"

has the meaning assigned to it in Article

3.2 hereof.

"Third Party(ies)"

shall mean any party, which/who is not a

Party to this Deed of Lease.

1.3 any word or phrase defined in the body of this Deed of Lease as opposed to being defined in Article 1.2 above shall, throughout this Deed of Lease, have the meaning assigned to it in such definition, unless the contrary is expressly stated or the contrary clearly appears from the context.

- 1.4 if any provision in Article 1.2 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Deed of Lease.
- when any number of days is prescribed herein, the same shall be reckoned exclusively of the first and inclusively of the last, unless the last day does not fall on a business day, in which case the last day shall be the next succeeding day which is a business day.
- 1.6 the use of the word "including" followed by a specific example/s in this Deed of Lease shall not be construed as limiting the meaning of the general wording preceding it.
- 1.7 the rule of construction, if any, that a contract should be interpreted against the Party(ies) responsible for the drafting and preparation thereof shall not apply.
- 1.8 the Schedule to this Deed of Lease shall be deemed to be incorporated in, and shall form an integral part of this Deed of Lease.
- 1.9 reference to a "person" includes (as the context requires) an individual, proprietorship, partnership firm, company, limited



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liability partnership, body corporate, co-operative society, entity, authority or any body, association or organization of individuals or persons whether incorporated or not.

- 1.10 reference to any deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- 1.11 reference to any clause, article or section shall mean a reference to a clause, article or section of this Deed of Lease, unless specified otherwise.

## 2. **LEASE AND TERM**

The Lessors hereby grant and demise to the Lessee on as is where 2.1is basis and subject to the subsisting rights already created and/or granted in favour of certain identified parties, and the Lessee hereby takes on lease from the Lessors, the Leased Premises (more fully and particularly described in the Schedule hereunder written) Together With all the ways, paths, passages, under-ways, sewers, drains, trees, shrubs, water courses, structures, gates, courts, courtyards, compounds, boundary walls on all sides, areas, fences, hedges and all manner of former and/or present and/or future rights, lights, liberties, easements, quasi-easements, privileges, advantages, appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or with the same or any part thereof or reputed or known to be a part and parcel or member thereof or with which the same or any part thereof is/be taken as part held used occupied enjoyed reputed deemed taken or taken as part or parcel thereof or appertaining thereto And Further Together With all other rights, benefits, privileges, rights, advantages, appurtenances etc. attached to and/or accruing to the Lessors and the Leased Premises with the passage of time And Further Together With the absolute right to receive and take the rents, issues and profits thereof/therefrom and every part thereof/ therefrom without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or of or by the Lessors or any person or persons whomsoever whether claiming under or for the Lessors or otherwise, commencing from the Commencement Date, subject to the terms and conditions of this Deed of Lease.



- 2.2 Subject to the terms and conditions herein, this lease or the period/term hereof shall commence or shall come into effect on and from the 1<sup>st</sup> day of May, 2179 ("Commencement Date") and shall remain in full force and effect for a period of 22 (twenty two) years from the said Commencement Date ("Term").
- 2.3 The Lessors shall deliver symbolic possession of the Leased Premises together with the buildings/structures constructed thereon as the lease has been granted on as is where is basis and the Lessors have no obligation to deliver vacant possession of the same, it being the responsibility and obligation of Lessee to take vacant possession, as and when it may determine, of the Leased Premises together with the buildings/structures constructed on the Leased Premises from the lessees/sub-lessees/tenants/occupants of the Leased Premises who hold possession under several preceding leases.

## 3. REFUNDABLE SECURITY DEPOSIT

- 3.1 Simultaneously with the execution of this Deed of Lease the Lessee has deposited with the Lessors a sum of Rs. 90,00,000/- (Rupees Ninety Lacs only) as interest free refundable security deposit (hereinafter referred to as the "Security Deposit") for due performance and observance by the Lessee of all and singular the several covenants conditions stipulations and agreements stipulated in this Deed of Lease on the part of the Lessee to be performed and observed, and the Lessors and each of them do hereby and hereunder admit, accept and acknowledge the receipt thereof.
- 3.2 The said Security Deposit shall be retained by the Lessors throughout the Term and would become refundable on the expiry of the Term ("Expiry Date") or on the date of termination of this Deed of Lease by the Lessee ("Termination Date"), with power to the Lessors, without prejudice to any other right or remedy hereunder, to deduct from the Security Deposit the amount mutually agreed between the Parties towards any loss or damage sustained by the Lessors as a result of any breach, non-observance and/or non-performance by the Lessee of any of the covenants stipulations conditions and agreements herein stipulated.
- 3.3 The said Security Deposit shall be refunded by the Lessors to the Lessee simultaneously with the handing over by the Lessee to the Lessors of the vacant possession of the Leased Premises along with



the buildings/structures then standing thereon, either on the expiry of the Term or sooner determination thereof by the Lessee. In the event the Lessee fails to deliver possession of the Leased Premises in the manner recited hereinabove on the expiry or sooner determination of the Term, in such an event the Lessors shall be entitled to forfeit the Security Deposit deposited by the Lessee with the Lessors under this Deed of Lease and the Lessee shall not be entitled to raise any objection or dispute in such forfeiture of the Security Deposit by the Lessors.

However, this is without prejudice to the other rights and remedies available to the Lessors under any prevailing law for the recovery of the abovestated possession of the Leased Premises along with the buildings/structures then standing thereon.

- 3.4 In the event, the Lessors fail to refund the entire Security Deposit on the termination or earlier determination of the Term in terms of these presents inspite of the Lessee being ready and willing to hand over to the Lessors the vacant possession of the Leased Premises along with the buildings/structures then standing thereon, then in such circumstances, the Lessee shall be entitled to retain possession of the Leased Premises along with the buildings/structures then standing thereon till such time the entire amount of the Security Deposit is refunded. However, this is without prejudice to the other rights and remedies available to the Lessee under any prevailing law for recovery of the Security Deposit.
- 3.5 Further, in the event of such default in refunding the said Security Deposit as provided in Clause 3.4 above, the Lessors shall be liable to pay and, the Lessee shall be entitled to claim interest on such defaulted amount at the rate of 10% (ten percent) per annum from the date of such default until payment.

## 4. PREMIUM AND MUNICIPAL TAX

4.1 In consideration of the rights conferred by the Lessors on the Lessee, the Lessee has simultaneously with the execution of this Deed of Lease, paid to the Lessors a premium of a sum of Rs. 10,00,000/- (Rupees Ten Lacs only) but subject to the tax deductable at source (the receipt whereof the Lessors and each of them do hereby as also by the memo hereunder admit, accept and acknowledge, and of and from the payment thereof, absolutely and forever acquit, release, exonerate and discharge the Lessee and the Leased Premises), it being agreed and understood that no monthly rent or further or other amount (save as specifically stipulated



herein, if any) is due or payable by the Lessee to the Lessors on any account whatsoever or howsoever in lieu of grant of the lease of the Demised Premises in terms of this Deed of Lease.

- 4.2 The Lessee shall pay and discharge all municipal rates and taxes, surcharge, levy and all other outgoings, taxes and duties payable or to become payable or imposed in respect of the Leased Premises from the Commencement Date until termination or expiry of the Term.
- 4.3 The Lessee shall be entitled to mutate its name as the Lessee in respect of the Leased Premises in the records of the Kolkata Municipal Corporation and inform the Lessors about such mutation.

#### 5. RIGHTS OF THE LESSEE

5.1By virtue of these presents and without prejudice to all other rights, entitlements etc. of the Lessee as a lessee of the Leased Premises including those under Applicable Law, the Lessors do hereby also grant to the Lessee all the development and other rights respect of the Leased Premises (collectively, "Development Rights"), and the Lessee is irrevocably authorized to build upon and exploit commercially the said Leased Premises inter alia by: (1) repair, alteration, modification, vertical expansion, horizontal expansion of the buildings/structures existing/standing on the Leased Premises on the Commencement Date ("Existing **Building(s)**"); and/or (2) demolishing the Existing Building(s); and/or (3) constructing new building(s) on any part or portion of the Leased Premises ("New Building(s)"); and/or (4) dealing with the spaces/areas (covered and/or open and/or otherwise) in/at the Existing Building(s) and/or the New Building(s) and/or the Leased Premises together with the right to assign/transfer/sub-lease the same together with undivided proportionate and impartible share in the said Leased Premises in favour of assignees/sub-lessees/ transferees, in such a manner as may be determined by the Lessee at its sole and absolute discretion, it being clarified that the Lessee shall be entitled to assign the entirety of its leasehold interest in the Leased Premises as a whole, only once.

Further the Lessee shall not be entitled to divide or sub-divide the Leased Premises by obtaining a separate municipal number from the Kolkata Municipal Corporation for grant of such assignment or sub-lease or otherwise.



- 5.2 As and when the Lessee may deem fit and proper, the Lessee shall be entitled, at its own costs, to demolish the Existing Building(s) and remove the building materials/debris arising out of the demolition thereof, each in such a manner as the Lessee may determine at its sole and absolute discretion.
- 5.3 Further, as and when the Lessee may deem fit and proper, the Lessee shall be entitled, at its own costs and expenses and without creating any financial or other liability (save and except as specifically agreed hereunder) on the Lessors, to construct, erect and complete or cause to be constructed, erected and completed New Building(s) pursuant to the final plans sanctioned by the sanctioning authorities and/or to repair and/or to alter and/or to modify and/or to carry out vertical and/or horizontal expansion of the Existing Building(s) from time to time, each in such a manner as the Lessee may determine at its sole and absolute discretion.
- 5.4 The Lessee shall have the full and free right to demolish and/or permit the demolition of the Existing Building(s) inter alia by the Lessee and/or any Third Party, and to re-build the same in such a manner as the Lessee may deem fit and proper.
- 5.5 The Lessee shall have the full and free right to create any mortgage or charge in respect of the leasehold interest in the Leased Premises and leasehold interest in/over the constructions to be made/already standing thereon in favour of any bank or financial institution for the purpose of securing any loans and advances which may be taken by it against security of the said leasehold interest of the Leased Premises. For the purpose of creating such mortgage or charge in respect of the Leased Premises, the Lessee shall not be required to obtain any consent from the Lessors and the consent of the Lessors shall be deemed to have been given by these presents.
- 5.6 The Lessee shall have the right to divide or sub-divide only the Existing Building(s) and/or the New Building(s), but not the land by obtaining separate municipal number(s) from the Kolkata Municipal Corporation, in such a manner as the Lessee shall deem fit and proper.
- 5.7 Apart from the aforesaid, the Development Rights conferred upon the Lessee by the Lessers shall include the following:-



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- (a) enter upon and take possession and control of the said Leased Premises and every part thereof on the Commencement Date;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing as also sub-lease/assigment/transfer rights in respect of the constructed and all other areas (covered and/or own or of/at the New Building(s) and/or the Existing Building(s) or any extension thereof and/or the Leased Premises by way of assignment/sub-lease/transfer of inter alia the leasehold interest of/in the Leased Premises, in favour of such person or persons, on such terms and conditions, and in lieu of such consideration as the Lessee may desire/ determine, have exclusive control with respect to the pricing of such constructed areas and/or other areas at/on the said Leased Premises, and enter into and register agreements and/or deeds with such assignees/sublessees/transferees as the Lessee deems fit, and to receive the full and complete proceeds and give receipts, and hand over inter alia the possession, use or occupation of the constructed area and/or all other areas together with the assignment/sub-lease/transfer of such proportionate undivided leasehold interest in the said Leased Premises as may be determined by the Lessee at its sole and discretion; Provided However the liabilities obligations of the Lessee hereunder shall not cease by such transfer/assignment, it being clarified that the Lessee shall be entitled to assign the entirety of its leasehold interest in the Leased Premises as a whole, only once;
- (c) as and when the Lessee deems it fit and proper, carry out the construction/development of the Leased Premises and to remain in possession, control and peaceful enjoyment of the same and every part thereof;
- (d) apply for and obtain from the relevant authorities, all approvals, permissions and sanctions for the development and construction of the New Building(s) and/or the extension and/or repair and/or alteration and/or modification of the Existing Building(s), as may be determined by the Lessee;
- (e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;



- (f) make payment and/or receive the refund of all deposits, or other charges to and from all public or Governmental Authority(ies) or public or private utilities relating to the development of the said Leased Premises paid by the Lessee;
- (g)make applications to the concerned Governmental Authority(ies) or semi-governmental authority in respect of, and carry out all the infrastructure work, including water storage facilities, water mains, sewerages, storm water drains, drainage pipes, sanitation, pollution or environmental clearance, boundary walls, electrical transformer and all other facilities for the New Building(s) and/or the extension and/or repair and/or alteration and/or modification of the Existing Building(s) as may be required by any approval, layout plan, or order of any Governmental Authority(ies) or semi-governmental authority(ies) and acquire relevant approvals for obtaining water and electricity connections, microwave clearance, if any as the Lessee deems fit;
- (h) deal with, appear before and file applications, declarations, certificates, and submit/receive information with, as may be required under the Applicable Law, any Governmental Authority(ies) in relation to the said Leased Premises, necessary inter alia for the full, free, uninterrupted and exclusive development of the said Leased Premises, the development and construction of New Building(s) and/or the extension and/or repair and/or alteration and/or modification of the Existing Building(s);
- (i) carry out and comply with all the conditions contained in the approvals as may be obtained from time to time;
- (j) execute all necessary, legal and statutory writings, agreements and documentations for the assignment/sub-lease/transfer of the saleable area comprising the New Building(s) and/or the Existing Building(s);
- (k) manage and maintain the said Leased Premises and the facilities/common areas constructed/existing upon the said Leased Premises as may be required under the law or any other Applicable Laws and/or rules made thereunder and/or to transfer /assign the right of maintenance to any Third Party and to retain all benefits, consideration etc. accruing from such maintenance and management;
- (l) take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of Applicable Law;



(m) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

# 6. OBLIGATIONS OF THE PARTIES

- 6.1 The Lessors shall at all times during the Term, comply or cause compliance with the following:
  - i) not do or cause to be done any act, deed or the like which, would affect or prejudice in any manner whatsoever the Lessee's rights under this Deed of Lease;
  - ii) to fully co-operate with the Lessee for obtaining all permissions required for the development of the Leased Premises inter alia by constructing New Building(s) and/or for the extension and/or repair and/or alteration and/or modification of the Existing Building(s);
  - iii) to provide the Lessee with any and all necessary documentation and information relating to the Lessed Premises as may be required by the Lessee from time to time;
  - iv) not do or cause to be done any act, deed or thing whereby the Lessee may be prevented from discharging its functions and/or exercising its rights under this Deed of Lease;
  - v) not to cause or permit any interference and/or hindrance in the construction of the New Building(s) and/or the extension and/or repair and/or alteration and/or modification of the Existing Building(s);
  - vi) not to do any act deed or thing whereby the Lessee is prevented from developing, constructing, completing, assigning and/or transferring and/or disposing of and/or dealing with any part or portion of the constructed areas and the other areas comprising the Leased Premises and/or any part or portion of the said Leased Premises;
  - vii) not to transfer and/or encumber and/or mortgage and/or charge and/or deal with any part or portion of the Leased Premises in any manner whatsoever or howsoever;
  - viii) without prejudice to the rights of the Lessee hereunder, to execute and deliver such power(s) of attorney in favour of the Lessee and/or the nominee(s) of the Lessee as the Lessee



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Alipore, South 24 Parganas

may determine from to time in order to facilitate the Lessee to exercise all its rights etc.;

- the Lessee, subject to performing and observing the stipulations, restrictions, covenants, terms and conditions on its part herein contained, shall and may peaceably and quietly hold, possess and enjoy the said Leased Premises and every part thereof together with the Existing Building(s) and the New Building(s) during the term hereby created without any interruption and/or disturbance by the Lessors.
- 6.2 The Lessee shall at all times during the Term, comply or cause compliance with the following:
  - i) purchase and/or ensure suitable insurance policies for insuring the Leased Premises, against risks such as fire, floods, burglary, civil commotion and other risks for which, insurance is generally taken, and a suitable public liability insurance policy and provide copy(ies) of such insurance policy(ies) to the Lessors;
  - ii) provide for and ensure the overall security of the Leased Premises;
  - be responsible for payment and discharge of all municipal rates and taxes on and from the Commencement Date and all other duties, impositions whether now payable or imposed or to become payable or be imposed in future by the Kolkata Municipal Corporation or any other authority, supplementary demand, interest, penalty, bills and expenses relating to electricity and water consumption and use of telephones, internet or other like telecommunication facilities at the Leased Premises;
  - iv) be responsible for taking all safety precautions including but not limited to precautions against fire, theft or any other form of public disorder in relation to the Leased Premises. The Lessee shall provide to the Lessors a copy of the permission/no objection of the fire brigade authority;
  - v) development of the Leased Premises shall be in material conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies;



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- vi) the Lessee shall be responsible for the planning, designing development and construction of the New Building(s) and/or the extension and/or repair and/or alteration and/or modification of the Existing Building(s), with the help of professional bodies, contractors etc.;
- vii) the Lessee has assured the Lessors that it shall implement the terms and conditions of this Deed of Lease strictly without any wilful/deliberate violation and stipulations without wilful/deliberate default;
- viii) the Lessee shall at its option construct/cause construction of the New Building(s) and/or the extension and/or repair and/or alteration and/or modification of the Existing Building(s) at its own liability and responsibility. The Lessee shall alone be responsible and liable to Governmental Authorities and other authorities concerned as also to all the labour, staff and employees if any engaged by it, and shall alone be liable for any accident, loss of life and/or for any loss or claim arising from such construction, and shall indemnify the Lessors against any loss or damages that may be suffered or sustained by the Lessors for any established default or failure or breach on the part of the Lessee;
- ix) the Lessee hereby agrees and covenants with the Lessors not to wilfullly/deliberately violate or contravene any of the provisions of the laws and rules applicable to construction of the New Building(s) or the extension or repair or alteration or modification of the Existing Building(s);
- the Lessee shall indemnify and keep the Lessors saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Lessors in relation to the construction of the New Building(s) or the extension or repair or alteration or modification of the Existing Building(s) and those resulting from any established breach of this Deed of Lease by the Lessee, including caused due to any act of wilful/deliberate neglect or default of the Lessee's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise;
- xi) the Lessee, at its own costs and expenses, shall ensure that a pair of lion supplied/to be supplied by the Lessors, be and/or remains installed at an appropriate place at the Leased Premises;



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xii) the Lessee shall not construct and further shall not allow the construction of any temple, church, mosque, political party office on the Leased Premises.

#### 7. **DEFAULT**

- 7.1 The occurrence of any material breach of any terms and conditions of this Deed of Lease caused by any Party shall constitute a default by the concerned Party ("Event of Default").
- 7.2 In the event of occurrence of an Event of Default, the Party alleging the occurrence of such an Event of Default ("Non-Defaulting Party") shall give a notice of such an Event of Default ("Notice") to the other Party ("Defaulting Party").
- 7.3 The Defaulting Party shall have period of sixty (60) days from the receipt of the Notice to cure the Event of Default. If such an Event of Default is not reasonably capable of being rectified within such period of sixty (60) days, the Defaulting Party may upon being satisfied that the Event of Default is not capable of being remedied within sixty (60) days, in its sole discretion extend such period of sixty (60) days ("Rectification Period").
- 7.4 If upon expiry of the Rectification Period, the alleged Event of Default has not been so rectified, then the Defaulting Party shall be liable and responsible to make payment to the Non-Defaulting Party of pre-determined liquidated damages of such quantum as may be then determined by the person mutually appointed/ nominated by the Parties to so determine the aforesaid quantum ("Designated Person"), each of the Parties admitting and acknowledging that loss and damage would be suffered by or caused to the Non-Defaulting Party due to the Event of Default committed/caused by the Defaulting Party, and thus the amount which shall be determined by the Designated Person shall not be treated in the nature of any penalty, and accordingly none of the Parties, shall, on any ground whatsoever or howsoever, object to and/or dispute/challenge either the quantum so determined by the Designated Person or their liability to make payment of the same, which shall be final and binding on each of the Parties, and each of the Parties hereby and hereunder undertake and covenant not to set up/make/raise/initiate any manner/nature of claim and/or demand and/or action contrary thereto, and shall without dissent or demur make payment of the aforesaid amount within the time period stipulated by the Designated Person.



District Sub-Registra-III
Alipore, South 24 Parganas

7.5 For the avoidance of any doubt, it is clarified that subject to the provisions of Clauses 7.4 and 7.6.3, the Lessors shall not be entitled to terminate this Deed of Lease and/or to call upon the Lessee to surrender this Deed of Lease and/or the Leased Premises on any ground whatsoever or howsoever.

# 7.6 Post termination or expiry of the Term

- 7.6.1 Unless otherwise agreed to between the Parties and without prejudice to the respective rights of each of the Parties to recover from the other Party the charges, amounts stipulated herein, if any accrued and/or damages, if any, this Deed of Lease and its terms shall cease to be effective on the Expiry Date or on the Termination Date.
- 7.6.2 Within sixty (60) days of the Expiry Date or the Termination Date, as the case may be, and simultaneously with the receipt of the entirety of the Security Deposit and all amounts, if any due and payable by the Lessors to the Lessee, the Lessee shall handover the vacant possession of the Leased Premises together with the buildings/structures then standing thereon, which buildings/structures shall vest in the Lessors free of cost and the Lessee shall pay all arrears if any of water bills, electricity bills, remaining due to the Lessors, on the date of handover ("Handover Date").
- 7.6.3 If the Lessee fails to deliver vacant possession of the Leased Premises together with the buildings/structures then standing on the Leased Premises on the Expiry Date or the Termination Date, the Lessors shall be entitled to forfeit the entire Security Deposit deposited by the Lessee with the Lessors, and in such an event, on the Expiry Date or on the Termination Date, as the case may be. all such buildings/structures standing on the Leased Premises shall vest free of cost with the Lessors, and the Lessors shall be entitled to the Leased Premises and the buildings/structures standing thereon at that time with the subsisting rights granted therein from time to time in favour of several parties including Third Parties in the manner hereinabove recorded and the Lessee have no other right, demand or claim buildings/structures so to be vested unto the Lessors.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES



- 8.1 The Parties respectively represent and warrant to each other that
  - i) they have the full power and authority to enter into this Deed of Lease and to take any action and execute any documents required by the terms hereof;
  - iil neither the execution and delivery of this Deed of Lease nor the consummation of the transactions contemplated hereby and further nor the fulfillment of or compliance with the terms and conditions of this Deed of Lease, conflict with or could/would result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, injunction, decree or ruling of any court or Governmental Authority, or any central, state, local or other law, statute, rule or regulation) or any covenant, agreement or instrument to which the respective Parties are now a party or by which the respective Parties or any of the respective Parties' property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of the Parties constitutional documents:
  - iii) the executants of this Deed of Lease on behalf of the Parties have been duly empowered and authorized to execute this Deed of Lease and to perform all their obligations in accordance with the terms herein set out:
  - notwithstanding anything contained in this clause, the Lessee has satisfied itself about the Lessors' authority and power to execute this Deed of Lease pursuant to the decree dated 16th July, 2009 as referred to in Recital B of this Deed of Lease.

## 9. **MISCELLANEOUS**

- 9.1 The Lessee shall bear all fees and expenses of lawyers and experts and all other costs and expenses incurred by it incidental to the negotiation, preparation, execution and delivery of this Deed of Lease.
- 9.2 The Lessors and the Lessee shall be and act as independent parties and under no circumstances shall this Deed of Lease be construed as one of agency, partnership or joint venture between any of them but without prejudice to the specific powers if any granted by the Lessors to the Lessee. The relationship between the Lessors and the Lessée under/or in pursuance of this Deed of Lease is as



between a principal and principal. Furthermore no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between the Lessors on the one hand and the Lessee on the other in connection with and/or relating to the said Leased Premises.

- 9.3 The Parties have intended to get this Deed of Lease duly stamped and registered with the concerned authority simultaneously with/immediately after execution, in which connection the stamp duty and registration charges shall be paid by the Lessee.
- 9.4 At all material times, the original Deed of Lease shall remain in the custody of the Lessee.
- 9.5 This Deed of Lease and the documents related hereto set forth the entire understanding of the Parties relating to the subject matter hereof, and all other prior understandings, whether written or oral, are hereby superceded.
- 9.6 The Deed of Lease may not be modified, amended, waived or supplemented except in accordance with its express terms and in writing executed by the Lessors and the Lessee.
- 9.7 Any provision of this Deed of Lease, which is or may become prohibited or unenforceable in law, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions of this Deed of Lease.
- 9.8 Each of the rights of the Parties hereto under this Deed of Lease are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Parties hereto, under this Deed of Lease.
- 9.9 All notices required and permitted under the provisions of this Deed of Lease or by law to be served upon or to be given to a Party hereto by any other Party hereto shall be in English language and shall be deemed duly served or given:
  - on the date of service, if served personally or sent by electronic mail or facsimile transmission with appropriate confirmation of or receipt; or
  - ii) on the 7th (seventh) day after service, if sent by an internationally recognized courier and addressed as follows:-



Alipore, South 24 Parganss

0 9 MAY 2018

If to the Lessors:

The Trustees
Trust Estate of Late Raja Rajendra
Mullick Bahadur,
'Marble Palace'
46, Muktaram Babu Street,
Kolkata - 700 007.

If to the Lessee:

Vehement Highrise LLP Mr. Pawan Kumar Agarwal 15, Brabourne Road, 4<sup>th</sup> floor, Kolkata - 700 001

or

to such other person and/or at such other address as the Lessee may intimate the Lessors in writing.

#### THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the Existing Building(s) together with the pieces and parcels of lands thereuto belonging and on part thereof the same are erected and built containing an area of 9 (Nine) Bighas 4 (Four) Cottahs 3 (Three) Chittacks and 39 (Thirty Nine) Sq. Ft. more or less lying at and being the entirety of premises No. 225B, Acharya Jagadish Chandra Bose Road (formerly Lower Circular Road), Kolkata - 700 020, Ward No. 69 in the District of South Twenty Four Parganas, Registration District Alipore, Sub-Registration District Alipore, Thana Ballygunge, Post Office Lala Lajpat Rai Sarani, butted and bounded in the manner following, that is to say:-

ON THE NORTH	:	By Acharya Jagadish Chandra Bose Road, Kolkata and Premises No. 225A, Acharya Jagadish Chandra Bose Road, Kolkata.
ON THE SOUTH	:	By Premises Nos. 1A & 1C, Ballygunge Circular Road, Kolkata.
ON THE EAST	:	By Ballygunge Circular Road, Kolkata.
ON THE WEST	:	Partly by Lower Rawdon Street and partly by Premises Nos. 225C, 225E & 225F, Acharya Jagadish Chandra Bose Road, Kolkata.



Alipore, South 24 Parganas

0 9 MAY 2016

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

SIGNED, SEALED AND DELIVERED by the LESSORS at Kolkata in the

presence of:

Bushdro Mullick. 46, Mucklaran babu strut-160(Kala 700007.

2) Hindro Mullick 46, Mukla Ram Babu Street Kolkata - 700007

SIGNED, SEALED AND DELIVERED by the LESSEE at Kolkata in the presence of:

Sitarma ghosh 2 Hare So

FOR VEHEMENT HIGHRISE LLP

Pawar Kwar Agarbal **Authorised Signatory** 

Drafted by-Radhika sing Ms. Radhika Singh Advocate, High Court, Calcutta. Regn. No. WB-1249/1999

in consultation with and/or as per the advise of Mr. R.L. Auddy Advocate, 6, Old Post Office Street, Kolkata - 700 001



Alipore, South 24 Parganas

0 9 MAY 2018

#### Memo of Consideration

Received by the withinnamed Lessors from the withinnamed Lessee, a sum of Rs. 10,00,000/- (Rupees Ten Lacs only) being the entire premium payable in lieu of the Leased Premises

Rs. 10,00,000/-

(Rupees Ten Lacs only)

Signature of the Lessors

DE Envedro Mullick.



Alipore, South 24 Parganas

D 9 MAY ZUTE

### SPECIMEN FORM FOR TEN FINGERPRINTS

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	ţ			Hand)		
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District Sub-Registrar-III
Alipore, South 24 Parganas

9 May 2016

## Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201617-000156824-1

GRN Date: 18/04/2016 17:30:12

Payment Mode

Online Payment

Bank:

HDFC Bank

BRN:

220315002

**BRN Date:** 

18/04/2016 05:54:13

DEPOSITOR'S DETAILS

No.: 16031000130000/4/2016 [Query No./Query Year]

Name:

NPR DEVELOPERS PVT. LTD.

Contact No.:

Mobile No.:

+91 9903882150

E-mail: Address:

1, LU SHUN SARANI, 9TH FLOOR KOLKAT

Applicant Name:

Mr R SINGH

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

PAYMENT DETAILS

SI.	Identification	Head of A/C		
No.	No.	Description	Head of A/C A	\mount[ ₹]
1	16031000130000/4/2016	Property Registration- Stamp duty	0030-02-103-003-02	
2	16031000130000/4/2016	Proporty Registration-Registration Fees	0030-03-104-001-16	59571 110031
				-10001

In Words:

Rupees One Lakh Sixty Nine Thousand Six Hundred Two only

169602



### **Government of West Bengal**

### Directorate of Registration & Stamp Revenue

### e-Assessment Slip

Query No / Year	16031000130000/2016	Query Date	28/03/2016 4:46:39 PM					
Office where deed will be registered	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas							
Applicant Name	R SINGH							
Address	Thana : Alipore, District : S	Thana : Alipore, District : South 24-Parganas, WEST BENGAL						
Applicant Status	Advocate ·		MANAGEMENT II.					
Other Details	Mobile No.: 9903882150							
Transaction	[0403] Lease, Lease							
Additional Transaction Details	[4305] Declaration [No of [4311] Receipt [Rs : 90,00	[4305] Declaration [No of Declaration : 2], [4310] Security Bond [Rs : 90,00,000/-],						
Set Forth value	Rs. 0/-	Total Market Value:	Rs. 147,39,33,319/-					
Stampduty Payable	Rs. 60,071/-	Stampduty Article:-	35					
Registration Fee Payable	Rs. 1,10,031/-	Registration Fee Article:-	A(1), E, E, B, M(b), H					
Expected date of the Presentation of Deed								
Amount of Stamp Duty to	be Paid by Non Judicial S	amp	Rs. 500/-					
Mutation Fee Payable	DLRS server does not retu							
Remarks		dvance/Premium Rs 10,00,000 or issuing the assement slip.(Ur						

K W		La	nd Details	<b>,</b>		
Sch No.	Property Location	Plot No & Khatian No Road Zone		Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
£1	District: South 24-Parganas, P.S:-Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: A. J. C. Bose Road, Road Zone: (Moulali Beck Bagan), Premises No. 225B	(Moulali Beck Bagan)	9 Bigha 4 Katha 3 Chatak 39 Sq Ft	0/-	147,39,33,319/ ~	Proposed Use: Bastu, Property is on Road
		Les	sor Details			
SI No.	Name & Address ( Organiz	ration)	Status	Execution An Admission Det		ails
	TRUST ESTATE OF LATE RAJA MULLICK BAHADUR AND SHEB ISWAR SRI SRI JAGANNATH DE MARBLE PALACE 46, Muktaram Babu Street, P.O:- BURRABAZAR, P.S:- Jorasanko, District:-Kolkata, West Bengal, Ind 700007	AĮTS OF B JEW OF Kolkata,	Organization	Executed by: Representative,	PAN No. A	AAAS4720J,
2	Kumar RUPENDRO MULLICK Son of Late RATHINDRO MULLIC AS TRUSTEE FOR THE TRUST E LT RAJA RAJENDR, Block/Sector PALACE, P.O:- BURRABAZAR, P Jorasanko, Kolkata, District:-Kolka Bengal, India, PIN - 700007	STATE OF : MARBLE .S:-	Individual	Executed by: Attorney,	1	-
		Atto	rney Details		_	
SL No.	Attorney Name & Address	, Othe	er Details	Execution And dmission Details	Attorn	ey of
1.	Kumar HIRENDRA MULLICK (Alias Name: Kumar HIRNDRO MULLICK Son of Mr MARBLE PALACE, 46, Muktaram E Street, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata West Bengal, India, PIN - 700007	Caste: I Occupa Babu Others, India, P	Hindu, ation: Citizen of: AN No.		Kumar RUPEN MULLICK	DRO

20 VI.3 30 VI.3	40-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	Repre	sentative Det	ails		
SL No.	Representative Name & Address	Otl	ier Details	Execution And Admission Details		Representative of
1	Kumar DIPENDRO MULLICK MARBLE PALACE 46,, Muktaram Babu Street, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007	Caste Occup Others India,	Male, By : Hindu, pation: s, Citizen of: PAN No. M7147F	-	RA BA OF JA	UST ESTATE OF LATE JA RAJENDRA MULLICK HADUR AND SHEBAITS ISWAR SRI SRI GÄNNATH DEB JEW OF IRBLE PALACE (as USTEE)
1	Kumar Hirendra Mullick (Afias Name: Kumar Hirendro Mullick) MARBLE PALACE, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007	Caste Occup Others India,	s, Citizen of:		RA BA OF JAC MA	UST ESTATE OF LATE JA RAJENDRA MULLICK HADUR AND SHEBAITS ISWAR SRI SRI GANNATH DEB JEW OF RBLE PALACE (as USTEE)
ı	BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007	Caste: Occup Others India, I	fale, By Hindu, ation: s, Citizen of: PAN No. M7854F		RA BAI OF JAC MA	UST ESTATE OF LATE JA RAJENDRA MULLICK HADUR AND SHEBAITS ISWAR SRI SRI JANNATH DEB JEW OF RBLE PALACE (as JSTEE)
		Les	see Details			
SI No.	Name & Address ( Organization	)	Status	Execution And Admission Detai		Other Details
1	Vehement Highrise LLP 15, Flat No: 4TH FLOOR, Brabourne Ro P.O:- RADHA BAZAR, P.S:- Hare Stree Kolkata, District:-Kolkata, West Bengal, PIN - 700001	t,	Organization	Executed by: Representative,		

		Representative De	tails	
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
<b>1</b>	Mr PAWAN KUMAR AGARWAL 87 B COSSIPORE RD BLOCK E, Flat No: 8, P.O:- COSSIPORE, P.S:- Cossipur, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700002	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACHPA9176A		Vehement Highrise LLP (as AUTHORISED SIGNATORY
	ldentifier Name & Address	Other	Details	Identifier of
Son o 2 HAF Kolkat	TARAM GHOSH  F Late GOBARDHAN GHOSH  RE ST, P.O:- G P O, P.S:- Hare Street, a, District:-Kolkata, West Bengal, India, 700001	Sex: Male, By Casto Service, Citizen of:	e: Hindu, Occupation India,	: Kumar PURNENDRO MULLICK, Kumar DIPENDRO MULLICK, , Kumar Hirendra Mullick, Mi PAWAN KUMAR AGARWAL

For Information only

#### Note:

- 1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
- 2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 11/05/2016.
- 3. Standard User charge of Rs. 240/-(Rupees two hundred forty only) includes all taxes per transaction upto 17 (seventeen) pages and Rs 7/- (Rupees seven only) for each additional page will be applicable.
- 4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
- 5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
- 6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
  - If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
- 7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
- 8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III
SOUTH 24-PARGANAS

# Seller, Buyer and Property Details

# A. Lessor & Lessee Details

	Presentant Details
SL No.	Name and Address of Presentant
1	Mr PAWAN KUMAR AGARWAL 87 B COSSIPORE RD BLOCK E, Flat No: 8, P.O:- COSSIPORE, P.S:- Cossipur, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700002

	Lessor Details				
SL No.	Name, Address, Photo, Finger print and Signature				
1	TRUST ESTATE OF LATE RAJA RAJENDRA MULLICK BAHADUR AND SHEBAITS OF ISWAR SRI SRI JAGANNATH DEB JEW OF MARBLE PALACE 46, Muktaram Babu Street, P.O BURRABAZAR, P.S Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 PAN No. AAAAS4720J,; Status: Organization; Represented by representative as given below:-				
1(1)	Kumar PURNENDRO MULLICK MARBLE PALACE 46, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ADQPM7854F,; Status: Representative; Date of Execution: 22/03/2016; Date of Admission: 09/05/2016; Place of Admission of Execution: Pvt. Residence				
(2)	Kumar DIPENDRO MULLICK MARBLE PALACE 46, Muktaram Babu Street, P.O BURRABAZAR, P.S Jorasanko, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AIRPM7147F.; Status: Representative; Date of Execution: 22/03/2016; Date of Admission: 09/05/2016; Place of Admission of Execution: Pvt. Residence				
(3)	Kumar Hirendra Mullick (Alias Name: Kumar Hirendro Mullick)  MARBLE PALACE, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ALCPM0658D,; Status: Representative; Date of Execution: 22/03/2016; Date of Admission: 09/05/2016; Place of Admission of Execution: Pvt. Residence				
2	Kumar RUPENDRO MULLICK Son of Late RATHINDRO MULLICK AS TRUSTEE FOR THE TRUST ESTATE OF LT RAJA RAJENDR, Block/Sector: MARBLE PALACE, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AVJPM3587C,; Status: Individual; Represented by his constituted attorney as given below:-				

	Lessor Details
SL No.	Name, Address, Photo, Finger print and Signature
2(1)	Kumar HIRENDRA MULLICK (Alias Name: Kumar HIRNDRO MULLICK) Son of Mr MARBLE PALACE, 46, Muktaram Babu Street, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700007 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ALCPM0658D,; Status: Attorney; Date of Execution: 22/03/2016; Date of Admission: 09/05/2016; Place of Admission of Execution: Pvt. Residence

.

	· Lessee Details
SL No.	Name, Address, Photo, Finger print and Signature
1	Vehement Highrise LLP 15, Flat No: 4TH FLOOR, Brabourne Road, P.O:- RADHA BAZAR, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001; Status: Organization; Represented by representative as given below:-
1(1)	Mr PAWAN KUMAR AGARWAL  87 B COSSIPORE RD BLOCK E, Flat No: 8, P.O:- COSSIPORE, P.S:- Cossipur, Kolkata, District:-North  24-Parganas, West Bengal, India, PIN - 700002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen  of: India, PAN No. ACHPA9176A,; Status: Representative; Date of Execution: 22/03/2016; Date of  Admission: 09/05/2016; Place of Admission of Execution: Pvt. Residence

# B. Identifire Details

SL No.	Identifier Name & Address	Identifier of	Signature
<b>I</b>	Mr SITARAM GHOSH Son of Late GOBARDHAN GHOSH 2 HARE ST, P.O:- G P O, P.S:- Hare		

# C. Transacted Property Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:-Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: A. J. C. Bose Road, Road Zone: (MoulaliBeck Bagan), Premises No. 225B	(Moulali Beck Bagan)	9 Bigha 4 Katha 3 Chatak 39 Sq Ft	0/-	147,39,33,319 /-	Proposed Use: Bastu, Property is or Road

## D. Applicant Details

Details of the	applicant who has submitted the requsition form
Applicant's Name	R SINGH
	Thana : Alipore, District : South 24-Parganas, WEST BENGAL

Applicant's Name	R SINGH				
Address	Thana : Alipore, District : South 24-Parganas, WEST BENGAL				
Applicant's Status	Advocate				
	·				
	v <del>er</del>				

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### Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number: 1 - 160302250 / 2016

Query No/Year

16031000130000/2016

Serial no/Year

1603002599 / 2016

Deed No/Year

1 - 160302250 / 2016

**Transaction** 

[0403] Lease, Lease

Name of Presentant

Mr PAWAN KUMAR

Presented At

Private Residence

AGARWAL

**Date of Execution** 

22-03-2016

**Date of Presentation** 

09-05-2016

Remarks

On 28/03/2016

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 147,39,33,319/-. Lease Period 22 Years

W. Basa

. (Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 09/05/2016

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1962)

Presented for registration at 20:20 hrs on : 09/05/2016, at the Private residence by Mr PAWAN KUMAR AGARWAL.

Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 09/05/2016 by

Kumar PURNENDRO MULLICK TRUSTEE, TRUST ESTATE OF LATE RAJA RAJENDRA MULLICK BAHADUR AND SHEBAITS OF ISWAR SRI SRI JAGANNATH DEB JEW OF MARBLE PALACE, 46, Muktaram Babu Street, P.O.:- BURRABAZAR, P.S.:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Kumar PURNENDRO MULLICK, Son of Late KUMAR JITENDRA MULLICK, MARBLE PALACE 46, P.O.: BURRABAZAR, Thana: Jorasanko, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, By caste Hindu, By profession Others

Indetified by Mr SITARAM GHOSH, Son of Late GOBARDHAN GHOSH, 2 HARE ST, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 09/05/2016 by

Kumar DIPENDRO MULLICK TRUSTEE, TRUST ESTATE OF LATE RAJA RAJENDRA MULLICK BAHADUR AND SHEBAITS OF ISWAR SRI SRI JAGANNATH DEB JEW OF MARBLE PALACE, 46, Muktaram Babu Street, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Kumar DIPENDRO MULLICK, Son of Late BIRENDRA MULLICK, MARBLE PALACE 46,, Road: Muktaram Babu Street, P.O: BURRABAZAR, Thana: Jorasanko, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, By caste Hindu, By profession Others

Indetified by Mr SITARAM GHOSH, Son of Late GOBARDHAN GHOSH, 2 HARE ST, P.O: G P O, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

#### Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 09/05/2016 by

Kumar Hirendra MullickAlias , Kumar Hirendro Mullick TRUSTEE, TRUST ESTATE OF LATE RAJA RAJENDRA MULLICK BAHADUR AND SHEBAITS OF ISWAR SRI SRI JAGANNATH DEB JEW OF MARBLE PALACE, 46, Muktaram Babu Street, P.O:- BURRABAZAR, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 Kumar Hirendra Mullick, Alias Kumar Hirendro Mullick, Son of Late Mrigendo Mullick, MARBLE PALACE, P.O: BURRABAZAR, Thana: Jorasanko, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, By caste Hindu, By profession Others

Indetified by Mr SITARAM GHOSH, Son of Late GOBARDHAN GHOSH, 2 HARE ST, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

## Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 09/05/2016 by

Mr PAWAN KUMAR AGARWAL AUTHORISED SIGNATORY, Vehement Highrise LLP, 15, Fiat No: 4TH FLOOR, Brabourne Road, P.O:- RADHA BAZAR, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr PAWAN KUMAR AGARWAL, Son of Late KRISHNA GOPAL AGARWAL, 87 B COSSIPORE RD BLOCK E, Flat No: 8, P.O: COSSIPORE, Thana: Cossipur, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700002, By caste Hindu, By profession Business Indetified by Mr SITARAM GHOSH, Son of Late GOBARDHAN GHOSH, 2 HARE ST, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

#### Executed by Attorney

Execution by

Kumar HIRENDRA MULLICKAlias, Kumar HIRNDRO MULLICK, MARBLE PALACE, 46, Road: Muktaram Babu Street, , P.O: BURRABAZAR, Thana: Jorasanko, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007 Kumar HIRENDRA MULLICK, Alias Kumar HIRNDRO MULLICK, Son of , MARBLE PALACE, 46, Road: Muktaram Babu Street, , P.O: BURRABAZAR, Thana: Jorasanko, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, By caste Hindu, By profession Others as the constituted attorney of

1. Kumar RUPENDRO MULLICK, AS TRUSTEE FOR THE TRUST ESTATE OF LT RAJA RAJENDR, Sector: MARBLE PALACE, P.O: BURRABAZAR, Thana: Jorasanko, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007

Indetified by Mr SITARAM GHOSH, Son of Late GOBARDHAN GHOSH, 2 HARE ST, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession

W.Baou

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 10/05/2016

### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,10,031/- (A(1) = Rs 10,989/-,B = Rs 98,989/-,E = Rs 21/-,H = Rs 28/-,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,10,031/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 1,10,031/- is paid, by online on 18/04/2016 5:54AM with Govt. Ref. No. 192016170001568241 on 18-04-2016, Bank: HDFC Bank (HDFC0000014), Ref. No. 220315002 on 18/04/2016, Head of Account 0030-03-104-001-16

## Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1982 duly stamped under schedule 1A, Article number: 35 of Indian Stamp Act 1899.

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 60,071/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 59,571/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 59,571/- is paid, by online on 18/04/2016 5:54AM with Govt. Ref. No. 192016170001568241 on 18-04-2016, Bank: HDFC Bank ( HDFC0000014), Ref. No. 220315002 on 18/04/2016, Head of Account 0030-02-103-003-02

### **Payment of Stamp Duty**

Description of Stamp

1. Rs 500/- is paid on Impressed type of Stamp, Serial no 214412, Purchased on 03/02/2016, Vendor named S Chatterjee.

LUK Basu

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR

### OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 70910 to 70948 being No 160302250 for the year 2016.



Digitally signed by UTPAL KUMAR BASU Date: 2016.05.11 13:39:43 -07:00 Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 11/05/2016 1:39:42 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)