

3708/13

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 980192

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheet attached with this document are the part of this document

Adtl Dist. Sub-Registrar Alipore, South 24 Parganas

10.04.13
GNO-6598/13
4-00 pm

DEED OF LEASE

APRIL
12 ~~MAR~~ 2013

V- CNO
1259
4 for

This DEED OF LEASE made, effected and executed on this the 12th day of APRIL, Two Thousand Thirteen BY AND BETWEEN

SUBRATA SEAL son of Late Bholanath Seal, by faith Hindu, by occupation business, presently residing at 41, Parasar Road, Kolkata 700026, Police Station Tollygaunge, hereinafter named, called and/or referred to as the "LESSOR" of the FIRST PART (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include her heirs, executors, assignees, representatives etc.)

KA
VERDANT CONSTRUCTIONS LLP
Represented by
KARAN AGARWALA
As Constituted Attorney
For Moondust Tracom Pvt. Ltd.

Harshit AND
VERDANT CONSTRUCTIONS LLP
Represented by
HARSHIT BAHETI
As Constituted Attorney
For Moondust Tracom Pvt. Ltd.

Subrata Seal
Sudipon Bhattacharya

48232

SE No. Sold To.
Rs Addn
P. K. DAS
(Govt) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kul-87
L. No. 285, RS.
Date Sign.

A. Banerjee (Adv.)
Alipore Court

24 AUG 2012

Sup on Bhallo

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Sup on Bhallo

2967



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS

10 APR 2013

Subnata Seal

Subnata Seal

Abhijit Singha S/o Harshikesh Singha
120771A Ostad Amir Khan Sarani
P. S. Hasidevpur
Kolkata - 700082

SWAPAN BHOLLA, son of Late Sankar Bholla, by faith Hindu, by occupation business, presently residing at P-99, Liluachak Para, Udaygar Colony, Police Station: Liluah, Post Office- Bhattachanagar, Howrah - 711203, hereinafter named, called and/or referred to as the "LESSEE" of the SECOND PART (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include its successor-in-office, legal representatives, official assignees etc.)

WHEREAS the Lessor is a sebaite as well as trustee of undivided 1/6th Share of land measuring about 5 Cottahs be the same little more or less together with partly two and partly three storied building being situated and lying at 41, Parasar Road, Police Station-Tollygunge, Kolkata-700026 and within the limits of Kolkata Municipal Corporation under Ward No. 87 which is more fully described in the SCHEDULE hereunder and this Lessor is seized and possessed of One room with Bathroom and privy measuring about 500 square feet on the 1st floor, hereinafter referred to as the 'Said Premises' which is more fully described in the SCHEDULE-A written hereunder along with right of easement, all appurtenance and other facilities of the said property.

AND WHEREAS the Second Part has approached and requested the First Part for permission for occupying the said premises One room with Bathroom and privy measuring about 500 square feet on the 1st floor, situated at Premises no. 41, Parasar Road, Police Station-Tollygunge, Kolkata-700026, TOGETHER WITH the right, title and interest in respect of the common area, common portions, common facilities and amenities in the said building, on purely permanent accommodation, strictly for residential purpose for a period of 29 (Twenty Nine) years to be commenced from 11th Day of April, 2013 with an option to renew the tenure of

Swapan Bholla

Subrata Seal

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such Tenancy. The Lessor has agreed to accede to such request and to grant the said permission for the said purpose on the basis of Lease only, strictly on the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. That the instant indenture shall always be construed as tenancy/ or lease or creating right or interest in the said property in favour of the lessee, merely a permanent agreement or arrangement to allow the lessee to use and occupy One room with Bathroom and privy measuring about 500 square feet on the 1st floor, situated at premises no. 41, Parasar Road, Police Station-Tollygunge, Kolkata-700026,, TOGETHER WITH the right, title and interest in respect of the common area, common portions, common facilities and amenities in the said building for 29 (Twenty Nine) years to be commenced from 11th Day of April, 2013 (with an option to renew the tenure of such lease) and the said premises is more fully and particularly described in the Schedule "A" hereunder written permanently for residential, commercial, godown or any other purpose or purposes or in any manner as per the Lessee.

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Subrata Seal

Attested

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2. That the said premises shall be used and occupied permanently and strictly on the basis of Lease by the Lessee for the residential, commercial, godown or any other purpose or purposes or in any manner as per the Lessee.

3. That the Lease hereby granted shall be deemed to take effect on and from the 11th Day of April, 2013, and shall remain effective and in force for a period of 29 (Twenty Nine) years from the said date of commencement of the Lease.

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4. That the Lessee shall, however, be at liberty to vacate the possession of and/or quit the said premises to the effect of voluntary termination of the instant Lease at any time before the expiry of the tenure of the Lease period as stipulated hereinabove and in that event the Lessee shall be either under the legal obligation to give a notice in writing embedding its such intention to the Lessor at least 15 days prior to the actual date of such voluntary termination of the Lease by the Lessee.
5. That the Lessee shall pay, render and deliver to the Lessor a sum of Rs. 200/- (Rupees Two Hundred) only for each English Calendar month as charges / lease fees for its such accommodation of the said premises for the purpose mentioned herein above, till the expiry of the period of 29 (Twenty) years from the date of commencement of the Lease, to be payable regularly in advance on or before the 10th day of each English Calendar month without delay or default and the said fee shall be exclusive of the electricity charges recorded as per the electricity Bill sent by the Calcutta Electric Supply Corporation month by month towards consumption of electricity by the Lessee at the said premises and the municipal and other taxes as to be imposed by the respective authorities from time to time against the said property.
6. That the Lessee further agrees and undertakes to pay, within the due date, the electricity Bill rendered month by month by the Calcutta Electric Supply Corporation towards consumption of electricity by the Lessee at the said premises as recorded by the separate meter, provided by the Lessor for the said premises in the name of the Lessor.

Subrata Seal.

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7. That the Lessee, in excess of the lease fees shall be bound to pay all taxes, cess, rates, outgoings and other charges, if any, apart from the electricity charges of and for the said premises for the tenure of the Lease, within the due dates.
8. That the Lessor shall ensure proper sanitation of the said premises and supply of fresh water for 24 hours in the said premises at no extra cost. The Lessor shall ensure that the said premises contains electric fittings, plugs, switches and adequate power load to run modern home appliances like fans, tubes, refrigerator, washing machine, micro-oven, geyser AC, computer etc. Furthermore it is mentioned herein that a water pump has been fitted in the said premises to pull water from ground level to the ultimate roof of the premises for distribution. It is categorically mentioned herein that the Lessee shall solely be responsible for repair of such water pump without claiming any sort of reimbursement of any such charges from the Lessor.
9. That the Lessee shall have right, power and/or authority to make any addition or alteration, to the effect of change in the nature and character of the said premises, inside the said premises inclusive of installation of refrigerators, cooking ranges and electrical appliances for household purpose, without written permission of the Lessor. Be it mentioned here that the Lessee shall be liable to repair all the damages, if any caused to the said premises by its use and accommodation thereof.
10. That the Lessee shall have right, power and/or authority to make any pucca structure on the outer portion and/or outer walls of the said premises that might be considered as an alteration of the sanctioned plan of the said

Subnata Seal,

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premises and also have the right to alter/renovate the interior portion of the said premises as per his discretion.

- 11. That the Licensee shall not in any manner misuse or damage any sanitary fittings, electrical fittings and other furniture, fittings and fixtures lying and situated at the said premises but can renovate and/or replace the same for better utilisation.
- 12. That the Lessee shall be entitled to bring its own furniture, fixture, fittings and/or articles in the said premises and shall be liable to remove the same peacefully on the expiry or earlier determination, as the case may be, of the Lease.
- 13. That the Lessee shall not keep, place and/or shift any article in any such part or portion of the aforesaid premises, which is outside the said premises.
- 14. That the Lessee shall use the said premises and enjoy the permissive possession of the same strictly as lessee in the manner reasonable and prudent and in the event any damage, diminution, deterioration, depreciation and/or destruction of the same is caused by the negligence, mis-conduct, willful default, malice or otherwise whatsoever, (save and except usual wear and tear, normal depreciation, act of God, irresistible forces and/or natural calamity) by the Lessee, the Lessee shall make good, repair and restore the same in such condition as the same are handed over to the Lessee by the Lessor.

Subrata Seal

Supon Bhatta

Handwritten signature

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15. That the Lessee shall not keep any combustible, hazardous and/or fire prone articles save and except cooking gas, kerosene and such other items as may be required for the routine use of pantry in the said Premises.

16. That the Lessee shall neither keep, throw or accumulate any rubbish, dirt, refuse or garbage at any place outside any part of the aforesaid premises nor shall the Lessee cause any inconvenience or hindrance to the time to time endeavors of the Licensor, if any, in keeping parts of the aforesaid premises absolutely clean.

17. That the Lessee shall use the said premises maintaining peace and harmony and as a person of ordinary prudence and without slightest disturbances, nuisance and annoyance to the Lessor and other occupants of the adjoining areas to the said premises or to the other residents of the locality.

18. The Lessee shall assign, transfer, sub-lease, alienate, part with and/or share the possession, occupation and / or any of the rights acquired by the Lessee by virtue of the instant presents in respect of the said premises or any part thereof in favour of any person or persons or entity, whosoever by any means, oral agreements, negotiations, arrangements, compromise, understandings, settlements and/or executing any documents, instruments and/or memorandums whatsoever for consideration or gratuitous for any purpose whatsoever.

19. That the Lessee shall be entitled to bring telephone connection to the said premises in its own name and shall be liable to pay concerned telephone bills directly to the department without claiming for any reimbursement from the

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Subrata

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Lessor on this account. The Lessor hereby undertake to give consent to such installation of telephone line in the name of the Lessee, if such line is installed.

20. That the Lessee shall carry out and bear the cost of all types of minor repairs, replacement and maintenance of the said premises regarding electric wiring, gas, sanitary and plumbing connections, change of fittings, and fixtures and maintenance of similar natures including painting, colouring, white washing, etc, during the tenure of the Lease without calling for the Lessor to bear any portion of the cost thereof but the major structural repairs, if required at all, such as leakage of roof or of electricity or replacement of electrical wiring or bursting or corroding of water pipes or defect in the sewerage system and similar other major and inherent defects in respect of the said premises shall be repaired within reasonable time by the Lessor. If the Lessor fails and/or neglects to carry out such major repairs as mentioned aforesaid, the Lessee shall be at liberty to carry out the same at the cost of the Lessor.

21. That all costs, charges and expenses by way of stamp duty etc, payable in respect of the instant indenture shall be borne and paid by the Lessee alone. However, each party shall bear and pay the professional costs of their respective advocates and solicitors.

22. That the Courts in Kolkata shall alone have the jurisdiction to entertain and try all questions, actions, suits and proceedings arising out of these presents between the parties.

23. That any notice required to be served upon the Lessee shall be sufficiently served and given if delivered to the Lessee or its authorised representative

Sug on Bhalda Subrata Seal.

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who has the power to act in such matters by Registered A/D post or be left at the said flat and duly acknowledged by the Lessee. Any notice which may be required to be served upon the Lessor shall be sufficiently served and given if delivered by Registered A/D post or left at the residence of the Lessor and duly acknowledged by him.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel undivided 1/6th Share of total land measuring about 5 Cottahs be the same little more or less together with partly two and partly three storied building being situated and lying at 41, Parasar Road, Police Station-Tollygunge, Kolkata-700026 and within the limits of Kolkata Municipal Corporation under Ward No. 87.

SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of One room with Bathroom and privy measuring about 500 square feet on the 1st floor lying and situate at 41, Parasar Road, Police Station-Tollygunge, Kolkata-700002 TOGETHER WITH the right, title and interest in respect of the common area, common portions, common facilities and amenities in the said building herewith being butted and bounded as follows:

On the North : 40 feet wide Parasar Road (KMC Road);

On the South : 30B, Lake Place;

On the East : 39, Parasar Road;

On the West : 43, Parasar Road;

Subrata Seal

Subrata Seal

Harshit Baheti

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K.A.

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Represented by
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As Constituted Attorney
For Moondust Tracom Pvt. Ltd.

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

SIGNED, SEALED & DELIVERED

In presence of :

WITNESSES:

1. Sunit Seal
c/o Late Bholanath Seal
37/4 Sarat Ghosh Garden
Road.
KOL-31.

Subrata Seal

(SUBRATA SEAL)
(SIGNATURE OF LESSOR)

2. Falguni Seal
w/o Sunit Seal
37/4 Sarat Ghosh
Garden Road
KOL - 31.

Swapan Bholla

(SWAPAN BHOLLA)
(SIGNATURE OF LESSEE)












Drafted By:

Kamalendu Chakraborty
Kamalendu Chakraborty
B. Com. L.L.B.
Advocate, Alipur Police Court
Enrolment No. WB/1558/1991
Advocate.












Alipore Police Court, Alipore.

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		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... SWAPAN BHOLLA
 Signature..... Swapan Bholla

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... SUBRATA SEAL
 Signature..... Subrata Seal

PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....
 Signature.....

PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....
 Signature.....

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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 02927 of 2013
(Serial No. 03708 of 2013 and Query No. L000006598 of 2013)

On 10/04/2013

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

Presented for registration at 16.00 hrs on :10/04/2013, at the Private residence by Swapan Bholla
Claimant.

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

Execution is admitted on 10/04/2013 by

1. Subrata Seal, son of Lt. Bholanath Seal , 41, Parasar Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Business
2. Swapan Bholla, son of Lt. Sankar Bholla , Liluachak Para, Udaygar Colony, 99, Howrah, Thana:-Liluah, District:-Howrah, WEST BENGAL, India, Pin :-711203, By Caste Hindu, By Profession : Business

Identified By Abhijit Singha, son of Hrishikesh Singha, P. S. - Haridevpur, Ostad Amir Khan Sarani, 1207/1 A, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700082, By Caste: Hindu, By Profession: ----.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 11/04/2013

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.-23,15,000/-Lease Period 29 Years Average annual Rent Rs 2,400/-

Certified that the required stamp duty of this document is Rs.- 452 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 12/04/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35, 5 of Indian Stamp Act 1899

Payment of Fees:

Amount By Cash

Rs. 58.00/-, on 12/04/2013

(Under Article : A(1) = 44/- ,E = 14/- on 12/04/2013)

Deficit stamp duty

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(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal

Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 02927 of 2013

(Serial No. 03708 of 2013 and Query No. L000006598 of 2013)

Deficit stamp duty Rs. 370/- is paid , by the draft number B72871, Draft Date 10/04/2013, Bank : State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 12/04/2013.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



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Arnab Basu
(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 3162 to 3176
being No 02927 for the year 2013.



Arnab Basu
(Arnab Basu) 18-April-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal

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