



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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 Addl. Registrar of Assurances  
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THIS DEED OF LEASE made this 16<sup>th</sup> day of October, Two Thousand Seven B E T W E E N Ram Sundar Mullick Debutter Estate represented by [1] SMT JUTHIKA MULLICK, [2] SEETAL CH. MULLICK [3] GOUTAM MULLICK [4] PROSANTO KUMER MULLICK, represented by his Constituted Attorney KRISHNA MULLICK [5] GOUR MULLICK, all by caste Hindu, by occupation Grihasthali and land holder respectively, all are

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MARUTI & ANTAH PROPERTIES PVT LTD  
2 Dighamber Jain Temple Road

5000/-  
Collectorate,  
Main Road,  
15 OCT 2007

Vol. 7

4-30 p.m.

16/10

Oct 07.

~~Prasant Kumar Mullick~~  
Krishna Mullick one of the sons

Prasant Kumar Mullick  
by the pen of  
Krishna Mullick  
(Constituted Attorney)

16/10/07

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Krishna Mullick.

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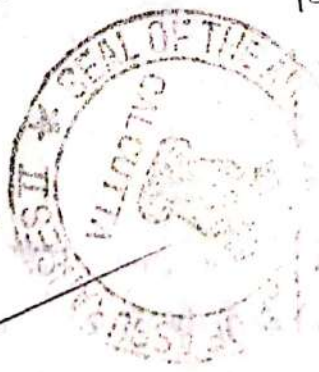
गौरी प्रकाश मुखर्जी

3199

Gouran Mullick

Purnanish Ray, Advocate.

Krishna Mullick as Constituted  
Attorney of Prasant Kumar  
Mullick at 3111 Hari Ghosh Street  
2nd A.P. and White Mullick  
+ Gouran Mullick at  
155/11, A.P.C. Road no. 6.  
All by call Hindu.



Purnanish Ray, Advocate

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residing at [1] 266A, Chittaranjan Avenue, Kolkata-700 006 [2] 120/2B, Masjid Bari Street, Kolkata-700 006 [3] 155/11, A.P.C. Road, Kolkata-700 006 [4] 36/1, Hari Ghosh Street, Kolkata-700 006 [5] 3/1, Bechuram Chatterjee Lane, Kolkata-700 005 respectively, hereinafter called the **TRUSTEES / SHEBAITS / LESSORS** of the Debutter Estate of Ram Sundar Mullick (which expression shall unless excluded by and/or repugnant to the context deemed to mean and include their respective successor or successors in office, respective heirs, legal representatives, assigns) of the **FIRST PART AND MARUTI NANDAN PROPERTIES (P) LTD** having its office at 2, Digamber Jain Temple Road, (Gr.Fl.) Kolkata- 700 007 represented by **DAMODAR DAS DAGA** (which expression shall unless excluded by and/or repugnant to the context deemed to mean and include their respective successor or successors in office, respective heirs, legal representatives, assigns) hereinafter called the **PROPOSED LESSEE / DEVELOPER** (which expression shall unless excluded by and/or repugnant to the context deemed to mean and include their respective successor or successors in office, respective heirs, legal representatives, assigns) of the **SECOND PART**.

#### **WHEREAS**

- A. Premises No. 18A, Vivekananda Road, P.S. Girish Park belongs to the Debutter Estate of Ram Sundar Mullick (Deceased), comprised in land measuring an area of about 5 cottahas 1 Chittaks 7 Sq.ft more or less together with Buildings and structures standing thereon more fully and particularly mentioned in the schedule hereunder written and hereinafter referred to as the said premises.
- B. Due to dispute arose between the trustee the Hon'ble High Court appointed the Registrar Original Side as

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GOURMALLIK

MARUTI NANDAN PROPERTIES (P) LTD.

Danoda da Daju  
Director

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Gour Mallik at 311,  
Becharam Chatterjee  
Lane, Kol-5. + Danoda  
des Daga Street for  
Maruti Nandan Properties  
(P) Ltd. office at 2, Agam  
das Jain Temple Road,  
Kol-7.

Purnasish Roy Advocate,  
7c, K.S. Roy Road,  
Kol-700001.



Identified by me  
Purnasish Roy, Advocate.  
7c, K.S. Roy Road  
Kolkata - 700-001.

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Receiver over the Estate and also given liberty to the Receiver to take steps for the benefit of the Debutter Estate.

- C. By virtue of the liberty granted vide order-dated 16.9.1963, the Receiver under a registered Deed Lease dated 4.10.1963 leased out Premises No. 18A, Vivekananda Road, Kolkata, Debutter property in favour of Purushottam Das Gupta on the terms and conditions stated in the said Deed of Lease for a period of 21 years.
- D. Since the Lease in respect of the Premises No. 18A, Vivekananda Road, had expired on 31<sup>st</sup> August, 1984 the lessee did not vacate and deliver back possession of the said premises, the first party herein has filed a suit in the Hon'ble High Court at Calcutta being Suit No. 856 of 1987 for a decree of Ejectment and damages etc which was dismissed for default and no steps has been taken for the restoration.
- E. The tenant Purushottam Das Gupta did not pay rent for last 18 years and the property is not being maintained for the paucity of funds. Several persons have already trespassed within the Premises No. 18A, Vivekananda Road, Kolkata.
- F. The Shebait/Trustees have thereafter decided to develop the premises being Premises No. 18A, Vivekananda Road, being the Thakurbati of the said Trust of Ram Sundar Mullick for the benefit of Debutter Estate.



Seetal ch. Mullick  
nr 120/20, Raji: 1 Bari  
Street, Kol-6.

20800

Seetal ch. Mullick.



cherchol Mr. Sute  
82, High Court  
Calcutta.

Ammanur  
Adi  
Hi Court Calcutta



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- G. The party of the First Part held a meeting of Shebaites and trustees of the said trust of Ram Sundar Mullick Debutter Estate wherein they have decided to develop the property for the benefit of Thakur Sree Sree Radha Gobindo Jew and for the benefit of the trust.
- H. By meeting dated 5<sup>th</sup> February, 2006 the Trustees/Shebaites formed a committee to look after the Debutter Estate and in the said meeting the Shebaites have decided to rebuilt and/or develop the said Thakurbati being Premises No. 18A, Vivekananda Road, Kolkata-700 007 by a way of lease through the Developer and accordingly called for an offer.
- I. The Trustees/Shebaites have received three offers, out of which the offer of D.M Properties considered to be the best offerer.
- J. The offer made by D.M. Properties are set out herein below:-
- K. The offer made by D.M. Properties are set herein below:-
- (i) D.M. Properties offered to pay of Rs. 15 lacs premium, which will be paid to the Trust after deduction of payment of Municipal Tax to the Kolkata Municipal Corporation.
- (ii) Rs. 1,200/- per month shall be paid for Debseva of Thakur Sree Sree Iswar Radha Gobinda Jew till the construction is completed in every month.

- (iii) The lease shall be for the period of 99 years with an option for the renewal for further period of 51 years with fresh terms at the market rate.
- (iv) The D.M. Properties shall handover 20% of the complete constructed area out of the sanctioned sq.ft. area and within the said 20%, to construct a Mandir on the top floor and by the side of the Mandir one room for Sayan Ghar of the Deity, one room for Purohit with one kitchen, bath and privy shall be constructed by the developer at their own cost.
- (v) The lessee shall execute a sub-lease on 80% Sq. Ft. area and copy of such sub lease may be given to the landlord for their record. Lessee shall pay rent 0.75P per sq.ft. on the total 80% constructed area.
- (vi) The building shall be completed within a period of 18 months from the date of Sanction of the Building Plan. During construction of the building the Lessee shall take all steps for completion of the building and for that lessor shall not be responsible.
- (vii) The Lessee shall demarcate on the roof just above the Mandir, and construct wall surrounding the demarcated area.
- (viii) The Promoter shall refix the original Marble slab in the newly constructed Mandir which is presently fixed at the temple.
- (ix) The D.M. Properties shall take all responsibility for vacating the tenant as well as unauthorized occupants at their own cost.

- L. The party of the first part filed an application before the Hon'ble High Court at Calcutta for obtaining permission for development of the premises being Premises No. 18A, Vivekananda Road, Kolkata-700 007. A.T.A. No. 6 of 2006.
- M. By an order dated 21<sup>st</sup> August, 2006 the Hon'ble Justice Aniruddha Bose passed the following order:-

*"This is an application filed by six individuals representing five groups of Shebaitis for leave of this Court to enter into a development agreement with a construction firm in respect of a property situated at Premises No. 18A, Vivekananda Road. This is a Debttar property dedicated to the family deities of Ram Sundar Mullick who had executed the deed of trust and made provision thereunder for daily worship and Seva Puja of Iswar Sree Sree Radha Govindo Jew and Iswar Sree Sree Sridhar Jew. The office of the Shebait, as per the Arpan Nama, was to devolve on successors as stipulated therein and at present it appears that the members of the five branches of the family are the Shebaitis thereof. The instant application has been filed by the petitioners who claim to represent the five groups. The ground for which the necessity to enter into an development agreement had arisen, is, as pleaded by the petitioner, that the property is two century old and is in a dilapidated condition, fully occupied by the tenants, fetching practically no rent. When the application was moved leave was prayed for entering into the development agreement with a private construction firm M/s D.M. Properties who had shown interest in developing the property for consideration at a sum of Rs. 15 lakhs as well as permitting retention of 20% of the constructed area by the deity as well as clearance of all outstanding Municipal taxes*

and other dues in respect of the property in question. This arrangement per se. Did not appear to me unreasonable but this court had directed publication of advertisement in a vernacular daily inviting further offer from any other interested party. An affidavit has been filed showing publication of such advertisement in the daily Bengali newspaper Pratidin in its July 7, 2006 edition. It is submitted by Mr. Dutt that inspite of such advertisement no fresh offer has been received by the applicant.

Under these circumstances, having regard to the condition of the building and lack of interest of other prospective developers. I am of the view that the interest of the trust would be better served if leave is granted in terms of prayer (I) of the petition.

It is also submitted that there are two fixed deposit receipts for Rs. 26,000/- and Rs. 15,000/- respectively, which were being operated by the erstwhile Receiver who is no more. Let such fixed deposits be renewed by the petitioners in the same terms with the same bank.

I further make it clear that in the event M/s. D.M. Properties is unwilling to proceed with the development of the property on its own then it can do so with the assistance of its nominees under the same terms. The said development shall be carried on strictly in terms of the applicable laws and regulations.

With these observations and directions the petition is disposed of.

Let urgent Xerox certified copy of the order be supplied to the parties expeditiously if applied for."

*Sd/- Aniruddha Bose, J.*  
*(Aniruddha Bose, J.)*

- N. The D.M. Properties unable to execute a lease and to develop the property due to of his ill health and accordingly by a letter dated 27<sup>th</sup> September,07 appointed the Lessee herein as his Nominee who agreed to develop the building being Premises No. 18A, Vivekananda Road, Kolkata on the terms and condition approved by the Hon'ble Court.
- O. The D.M. Properties executed a deed of assignment dated 27<sup>th</sup> September,07 of development work with the concurrence of the party of the first part in terms of the order dated 21<sup>st</sup> August,06 for a consideration mentioned in the deed of assignment .
- P. A dispute between the parties have been settled by filing the terms of settlement and by an order dated 16<sup>th</sup> October,07 the name of the lessee has been confirmed as assignee of D.M. Properties.
- Q. In terms of the said order the party of the Second Part as Nominee approached the party of the First Part to obtain lease of the said premises being Premises No. 18A, Vivekananda Road, Kolkata for a period of 99 years with an options for a renewal for a period of 51 years on fresh terms on the prevailing rate and to develop the property on the terms and conditions confirmed and settled after modification by the Hon'ble High Court.

**NOW THIS DEED OF WITNESSES** that in pursuance of the agreement and in terms of the order dated 21<sup>st</sup> August, 2006

passed by the Hon'ble High Court at Calcutta and in consideration of Premium and rent hereby reserved and the covenant of the agreement hereinafter contained the Lessor do hereby grant and demises unto the Lessee **ALL THAT** piece and parcel of land with building standing thereon in dilapidated condition measuring an area about 5 Cottahs 1 Chittacks 7 Sq.ft. more or less in Premises No. 18A, Vivekananda Road, Kolkata morefully and particularly described in the schedule herein under written **TOGETHER WITH** all privileges, easement and appurtenances therewith **TOGETHER WITH** the right to reconstruct/develop the building at the cost of the lessee and all the benefits of the building plan to be sanctioned by the K.M.C. in respect of the demise premises free from all charges, liens, attachment, acquisition and requisition proceedings but subject to the existing tenancies occupying demised premises and subject to transfer the 20% constructed area to the party of the First Part for the purpose of construction of Mandir of Thakur Sree Sree Radha Govinda Jew and to hold the demised premises unto the Lessee for a period of 99 years **TOGETHER WITH** an option for renewal for a further period of 51 years ~~**YIELDING AND PAYING**~~ unto the Lessor that the Rs. 15 lacs as premium and 75 paise per Sq.ft. as rent on the 80% constructed area to be held by the party of the Second Part in the manner hereinunder mentioned :

- i) The lessee shall pay Rs. 0.75P. per Sq.ft. of rent on the 80% of total constructed area to the party of the first part on every 7<sup>th</sup> of each succeeding month according to English Calendar month from the date of handing over the 20% share of the newly constructed building and 5% of the total rent shall be increased on total rent every five years.

- ii] The Lessee shall pay Rs. 15,00,000/- as premium to the Lessor/Trust/Shebaitis at the time at Execution of this Deed.
- iii] The lessee shall pay Rs. 1,200/- per month to the Trust for Debseva of Thakur Sree Sree Radha Gobindo Jew till the building is completed every month and month by month within 7<sup>th</sup> day of each month.
- iv] The Lessee shall after completion of the building shall handover 20% of the constructed area out of the sanctioned area to the trust after complete the floor within a period of 24 months from the date of sanction plan of the building and 30 months from the date of handing over possession of the building whichever is earlier.
- v] The lessee shall construct a Mandir on Top Floor of the said newly constructed building and refix the Italian Marble which is now fixed on the Thakur Dalan of the said building, if practicable. If the Mandir is constructed on the 4<sup>th</sup> Floor and above the lessee shall provide lift of going up.
- vi] The Lessee shall Construct a Mandir, one Sayan Ghar adjacent to the Mandir, one room for Purohit, one Kitchen, bath & privy for Pujari and one room, bathroom and kitchen for Shebaitis within 20% constructed area allocated for the Shebaitis.

- vii] The Lessee shall fix up the marble on the newly constructed Mandir after removing the marble from the existing Mandir.
- viii] The Lessee shall also demarcate on the roof of the Mandir by fencing a Grill, so that no one can go to the top of the Mandir.
- ix] The Lessee shall apply for sanction of a building plan for construction/reconstruction to the Kolkata Municipal Corporation and shall construct as per sanction plan to be sanctioned by the K.M.C.
- x] The Lessee shall take all steps for vacating and for obtaining vacant possession from the tenants of the said premises and whatever expenses is required to be incurred shall be borne by the Lessee.
- xi] The party of the First Part shall make necessary arrangement for shifting the Deity from Premises No. 18A, Vivekananda Road, Kolkata to some other place as decided by the committee including all movable properties of the Deities within one month from the date of registration of the lease deed.
- xii] The Lessee shall be entitled to sublet/Sublease its 80% constructed area according to Lessee's choice and the sub lessee shall also have the power to further sub-let/sublease.
- xiii] Lessee shall pay all arrear Municipal Taxes and the current tax of the newly constructed building .

- xiv] After Completion of the proposed Mandir in the newly constructed building, all the deities are to be resettled, therein.
- xv] The roof and parapet walls of the proposed constructed building shall be held and enjoyed by the Lessee only and no other party shall claim any easement right over the roof. The lessee herein or their nominees shall undertake that no unauthorized construction shall be made on the roof of the building. The lessee and/or its nominees and/or its sub- lessees shall at all times allow the lessor and/or its men, agents, nominees, Trustees to use the roof during the celebration of any periodical festival organized by the trustees lessor herein.
- xvi] The Lessee shall meet and bear all expenses required for construction reconstruction of the proposed multistoried building as per sanction plan or revised plan including the proposed temple. The Lessee shall also meet and pay all expenses required for preparation of plan ,sanction of plan etc .Any expenses, which may be required to be incurred towards obtaining sewerage, water, electricity and any other amenities at the new building will be met and paid by the developer.
- xvii] The Lessee shall be free to approach and negotiate and conclude agreement of the developer share in the proposed new building and also enter into for sub lease of the proportionate undivided and

undemarcated share in the land and common parts on the terms and conditions as may be agreed upon by and between the Lessee and sub lessee.

- xviii] Simultaneously with the execution of these presents the Lessee shall be free to enter into the said premises for the purposes of compliance of various requirements of the application for sanction plan of the proposed multistoried building and the committee and/or his agents and/or other Shebaitis of the Debuttar Estate shall not raise any objections whatsoever. As soon as possible after execution of these presents the Lessee shall arrange to prepare the building plan and submit the necessary application complete in all respects before the respective authorities for sanction.
- xix] The Debuttar Estate and/or its nominee or nominees shall have the right in common with the Lessee and its nominees or nominees sub lessee of flats/Spaces for use of the common areas common facilities and common parts for free egress and ingress, right of passage, to get electricity laying pipes drains, wires, conduits, in & under, through or over the flats as far as may be reasonably required for the beneficial use and enjoyment of the flats herein reserved for the Debuttar Estate.
- xx] Upon completion of the construction and transfer of the flat/space to the intending sub lessee the interest of the Debuttar Estate or their nominee and nominees in the premises shall become joint with the developer and his nominee or nominees

other purchaser or purchasers of the flats/spaces who will acquire right title and interest in the land in proportion to the area of the flat/space so acquired, it being expressly declared that interest in the land or soil is impartiable.

- xxi] The Lessee shall take all steps, after completion of building, for mutation of the property of their respective allottees and shall pay regular K.M.C. taxes and all other outgoings including multistoried building tax and or other taxes if levied by the appropriate authority during the due period on the basis of their respective areas held by them.
- xxii] During the continuance of the development of the building the Lessee shall go on paying Municipal rates and taxes of the said premises.
- xxiii] It shall be lawful for the Lessee to quietly and peacefully possess the said land for the purposes stated herein without any interruption claim or demand whatsoever.
- xxiv] The construction of the proposed new building will be looked after and managed by the lessee or his representatives or agents in consultations with the Architect appointed in this behalf and the parties will co-operate with each other for the successful implementation of the project to their most ability and best interest.

- xxv] The Lessee shall arrange for supply of drinking and filtered water supply twenty-four hours in the said newly constructed building and structures.
- xxvi] The Lessee shall use building materials including sanitary, steel, wood, glass etc. of standard quality available in the market for making new constructions of the said premises.
- xxvii] The Lessor shall pay the maintenance of the building including the common portion of the 20% of construction areas after getting possession of their 20% of the allocated area.
- xxviii] All fees remunerations, wages and charges payable to all Engineers, constructors, Durwans, Chowkidars, to be engaged by the Lessee shall be borne and paid by the Lessee.
- xxix] The Lessee shall solely and exclusively be responsible to look after, supervise manage and administer the progress and/or the day to day work of development and/or demolition and/or construction of the proposed new building and in this regard the Debuttar Estate shall not in any manner be responsible. Further the Debuttar Estate shall not in any way be responsible for any loss or injury to any employee or staff of the developer or any other persons because of any accident or otherwise under the workmen's compensation or any law.

- xxx] During the continuation of this agreement the Debutor Estate shall not in any manner encumber, mortgage, sell or otherwise lease out or dispose of the said premises and/or the land comprised therein or any portion thereof.
- xxxii) The Lessee shall be entitled to apply for and obtain electricity, telephone, telex, sewerage, water, gas and other public utility services in or upon the proposed new multistoried building either in his own name or in the name of his intending Sub-Lessee or nominees or other persons at his sole discretion.4.
- xxxii] After completion of the construction of the proposed multistoried building and making over possession of the space herein earmarked for the Debutter Estate their nominee or nominees shall have the rights and obligations in respect of the said flats/spaces and follows:
- a) Subject to the restrictions and reservations hereinafter containing, the Debutter Estate and its nominee or nominees shall have full and absolute right of user in common with other purchasers and/or occupant's of different flats/spaces of the said property of the main drainage, water supply system and connections including the pipes, pipe lines and also the water reservoirs with conduits and connection and all common facilities and common areas.
  - b) The Debutter Estate, their nominee or nominees shall have absolute and unferrered right of user of

vertical lateral, overhead and underneath support and the right of keeping resting, inserting, support and to all walls supporting the said floors including all boundaries and/or load bearing or dividing and/or separating walls, overhead roof and floor. The Debutar Estate their nominee or nominees shall maintain the floor of the said flats, so as to avoid leakage or seepage of water to the floor underneath.

xxxiii] The Lessee shall pay all taxes and duties, which may be imposed in future by the Govt. or any other authorities in respect of the demise premises of the building to be constructed thereon.

xxxiv] In default of payment of the premium, rent and obligation of payment of maintenance of Debseva the Lease shall automatically stand shall come to an end and terminate the Lease and the Lessee shall forthwith handover the possession to the Lessor and in the event of default of payment of rent after completion of the building the Lease shall also be terminated and existing tenant shall be direct tenant of the Lessor.

xxxv] After completion of the building the Developer/Lessee shall form a committee/Association with the sub lessee who shall maintain the building including painting, payment of Darwans, and all other common expenses required by the purpose of the maintain of the building.

xxxvi] In default of compliance of the terms mentioned hereinabove the party of the first part shall have right to terminate the lease and the sub leasees became the direct tenant of the lessor.

xxxvii] It is further decided that if default payment of monthly rent at the rate mentioned hereinabove within the period stated hereinabove four months within the period of one Calendar year the Lessor shall have right to take steps for getting the portion vacated in terms of law.

B. The Lessor hereby agreed and Covenant with the Lessee as follows:

1. The Lessor hereby authorized the Lessee to represent the Lessor to attend the hearing for the purpose of sanction of building plan from K.M.C. and such other purposes shall be necessary and also sign and execute all forms, applications and documents if required by the Lessee for obtaining sanction plan provided however cost of such obtaining sanction plan shall be borne by the Lessee.
2. The Lessee shall also have exclusive and absolute right to carry out the construction of the demise premises as per sanction plan and for the said purpose the Lessor shall sign and execute all application as aforesaid that may be necessary for the purpose thereof.
3. The Municipal rates and taxes and all other surcharge if levies or imposed in respect of the premises being Premises No. 18A, Vivekananda Road, Kolkata shall be borne and paid by the Lessee including all arrears, in confirmation of the order of the Hon'ble Court and shall go on making payment regularly.

4. The Lessee shall be entitled grant Lease/Sublease or sublet the flat/flats to be constructed in the proposed new building to be constructed therein in favour of any person/persons with the power of subletting again.
5. The Lessor shall execute a Power of Attorney and other documents as required by the Lessee from time to time in order to complete the construction of the building.
6. The Lessor shall handover the possession of demised premises to the Lessee on the day of execution and registration of the Deed and the Lessee shall also go on making payment Rs. 1200/- for the daily Deb seva of the Deities from the same month in advance and month to month basis.

**C.** It is hereby agreed by and between the parties as follows:

a] If after commencement of the lease hereunder granted the demised premises is acquisitioned/requisitioned by the Government or any other authority all compensation or other moneys that shall be awarded by such government or other authority shall be received by the lessors and lessees as may be determined according to law and no rent or other amount payable by the lessees to the lessors under these presents shall be paid to the lessors during the continuation of the requisition or upon acquisition as aforesaid.

b] That the lessees shall have option to get the lease renewed by the lessors in terms of the order dated 21.8.06 upon giving 45 days notice to the lessors and the lessors on receiving such notice shall renew the lease in respect of the said premises for a further

period of 51 years of the order dated 21.8.06 subject to fresh terms and conditions if any as may be agreed upon.

c] On the expiry of the lease the entire building/flats/shops to be constructed by the lessees on the demised premises shall vest unto the lessors absolutely and forever and the [tenants/sub-tenants]/sub-lessees/assigns who shall then be in occupation of the flats in such buildings under the lessee, shall become direct lessees/assigns/tenants under the lessors under the same terms and conditions in which they shall have been occupying such flats/shops under the lessees and the rent/charges/fees then payable to the lessees shall be paid directly to the Lessors.

**SCHEDULE ABOVE REFERED TO:-**

**ALL THAT** two storied brick built with dwelling house together with the piece or parcel/of land thereunto measuring about 5 Cottahs 1 Chittacks 7 Sq.ft. more or less belonging whereon or on part thereof the same is erected and be the same a little more or less situate lying at and being Premises No. 18A, Vivekananda Road, Kolkata formerly no. 12/1/1, Baranashi Ghosh Street, in the north division of the town of Kolkata – 700 006 Ward No: 25, P.S: Jorasanko and butted and bounded in the manner following that is to say :

**ON THE NORTH:** Vivekananda Road.

**ON THE EAST:** Baranashi Ghosh 2<sup>nd</sup> Lane.

**On The South:** Premises No. 1, Baranashi Ghosh 2<sup>nd</sup> Lane,  
and partly by 18B, Vivekananda Road.

**ON THE WEST:** partly by Premises No. 16, Vivekananda Road,  
Kolkata..

IN WITNESS WHEREOF the parties hereto have not and subscribed their respective hands and seals on the day, months and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed SHEBAITS/TRUSTEES/LESSOR at Kolkata in the presence of:

1. Purmasish Roy, Advocate  
FC, K. S. Roy Road  
Kol-1.

श्रीशिवशंकर

Seetal Ch. Mullick

Gouram Mullick

Prosanto Kumar Mullick

by the pen of

Krishna Mullick

(Constituted Attorney)

SIGNED SEALED AND DELIVERED by the with named DEVELOPER /LESSEE at Kolkata in the presence of:

Sujit Sinha  
Advocate  
High Court, Calcutta

GOURMULLICK

for Maruti Nandan Properties (P) Ltd

Damoda Das  
Director.

MARUTI NANDAN PROPERTIES (P) LTD.

Damoda Das

Authorised Signatory

Read over and explained by me in Bengali

Purmasish Roy  
Advocate.

16/10/2007.



श्रीमती यशमती

LEFT HAND					
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RIGHT HAND					
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



Sudat Chhatlick

LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



Goutam Mullick






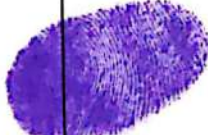




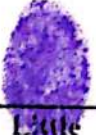










LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



Krishna Mullick

LEFT HAND					
	Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb

**SPECIMEN FORM FOR TEN FINGERPRINTS**

 <p><b>GOUR MALLIK</b></p>	 <p>Little</p>	 <p>Ring</p>	 <p>Middle</p>	 <p>Fore</p>	 <p>Thumb</p>				
	(Left Hand)								
	 <p>Thumb</p>	 <p>Fore</p>	 <p>Middle</p>	 <p>Ring</p>	 <p>Little</p>				
	(Right Hand)								
	<p><i>Demodar das Dey</i></p>								
 <p>Little</p>						 <p>Ring</p>	 <p>Middle</p>	 <p>Fore</p>	 <p>Thumb</p>
(Left Hand)									
 <p>Thumb</p>						 <p>Fore</p>	 <p>Middle</p>	 <p>Ring</p>	 <p>Little</p>
(Right Hand)									
<p>PHOTO</p>									
	<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>				
	(Left Hand)								
	<p>Thumb</p>	<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>				
	(Right Hand)								
<p>PHOTO</p>									
	<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>				
	(Left Hand)								

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2008

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**DATED THIS 16<sup>th</sup> DAY OF OCTOBER 2007**

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**B E T W E E N**

- [1] SMT JUTHIKA MULLICK,
- [2] SEETAL CH. MULLICK
- [3] GOUTAM MULLICK
- [4] PROSANTO KUMER MULLICK  
represented by his Constituted Attorney  
**KRISHNA MULLICK**
- [5] GOUR MULLICK,

....**TRUSTES/SHEBAITS/LESSORS**  
**AND**

**MARUTI NANDAN PROPERTIES (P)**  
**LTD** represented by **DAMODAR DAS**  
**DAGA**

.....**DEVELOPER/ LEESSEE**



*my*  
29.7.08

**DEED OF LEASE**



*Scan 24*  
29.7.08