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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

PD-35 M 005781

9374/12
 4,18,00
 2/5/12



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets annexed to this document are the part of this Document.

Additional Registrar of Assurances-II
 Kolkata

Additional Registrar of Assurances-II
 Kolkata

THIS DEED OF CONVEYANCE made on 3rd day of May, Two Thousand and Twelve **B E T W E E N** (1) **MR. VIJAY DHANANIA**, son of Shankarlal Agarwal, since deceased, by faith Hindu, by occupation - business, residing at 1, Lord Sinha Road, Kolkata-700 071, having his Income Tax Pan No. ADJPD2864M (2) **MRS. PREMLATA AGARWAL**, wife of Shankarlal Agarwal, by faith Hindu, by occupation - Housemaker, residing at 1, Dr. Abani Dutt Road, Golabari, Howrah, having her Income Tax Pan No. AEZPA6046B hereinafter referred to as the '**VENDORS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors,

1364/12
 26
 24
 1/5/12

High Court Original Side
 Suit No: 25619/85
 Ex: 29/4/12
 Di: [Signature]

19542

BINGHTVI & CO.
 1st Floor, 63, Sankar Roy Road,
 Kolkata - 700 001.

NAME _____
 ADD. _____
 Ro. _____

26 APR 2012

SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, H. S. Roy Street, Kolkata

- Suman



3075C

PAWAN PROPERTIES

(S.S. NANEALIA)



3076C

- Dijay Manam



3077C

- Premata Agarwal



Ad

Rajesh Kumar Chomaria
 S/o Hanuman Prasad Chomaria
 R/o Space Town, VIP Road
 KOL-52
 Professional

Stamp
 8 MAY 2012

administrators and assigns) being the Party of the **FIRST PART : A N D PAWAN PROPERTIES**, a registered Partnership Firm, carrying on business and/or having its office at No.10/1D, Lal Bazar Street, Kolkata-700 001, having its Income Tax Pan No.AAKFP5902E hereinafter referred to as "the **PURCHASER**" represented by its one of the Partner namely **MR. SHYAM SUNDAR NANGALIA**, son of Late Bhuramull Nangalia, aged about 62 years, by faith Hindu, by occupation business, residing at 32C, New Road, Block - "B", 3rd Floor, Kolkata-700 027, P.S. - Alipore, (which term or expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include its present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, nominees and assigns) of the Party of the **SECOND PART :**

W H E R E A S :

- A. In pursuance of and by virtue of a Deed of Conveyance dated March 21, 1947 and made between Satyanarain Garodia and others therein jointly referred to as the Vendors of the One Part and Md. Gulsaigal and Others therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 38, Pages 64 to 69, Being No.1093 for the year 1947 the said Satyanarain Garodia and others for the consideration therein mentioned sold transferred and conveyed ALL THAT the Municipal Premises No.46A and 46B, Theater Road (now known as Shakespeare Sarani), Kolkata - 700 017 unto and in favour of the said Md. Gulsaigal and others.
- B. By virtue of a Deed of Conveyance dated May 6, 1957 and made between the said Md. Gulsaigal and Others therein collectively referred to as the Vendors of the One Part and (1) Sankar Lal Agarwal, (2) Ramjidas Agarwal, (3) Dinanath Agarwal and (4)



Harkishandas Agarwal therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 56, Pages 117 to 123, Being No.1558 for the year 1957 the said Md. Gulsaigal and Others for the consideration therein mentioned sold transferred and conveyed ALL THAT the Municipal Premises No. 46A and 46B, Theatre Road (now known as 46, Shakespeare Sarani), Kolkata - 700 017 unto and in favour of the said (1) Sankar Lal Agarwal, (2) Ramjidas Agarwal, (3) Dinanath Agarwal and (4) Harkishan Das Agarwal absolutely and forever in equal undivided one-fourth share each.

- C. In the events as recited hereinabove each of the said (1) Shankar Lal Agarwal (2) Ramjidas Agarwal (3) Dinanath Agarwal and (4) Har Kishan Das Agarwal thus became entitled to 1/4th equal share in the said Municipal Premises No. 46A and 46B, Theatre Road, (now known as 46, Shakespeare Sarani), Kolkata-700 017 which has since been renumbered as Municipal Premises No. 46, Shakespeare Sarani, Kolkata-700 017 (morefully and particularly mentioned and described in the First Schedule hereunder written) and shown delineated in the map or plan annexed hereto and (hereinafter referred to as the said Premises) and are hereinafter referred to as the Original Owners.
- D. With an intent to undertake development of the said premises by causing a new building and/or buildings to be constructed thereon, the purchaser herein agreed to purchase and acquire and the said Original Owners agreed to sell and transfer the said premises to the Purchaser herein for the consideration and terms recorded in an agreement dated October 13, 1982 (hereinafter referred to as "the said Agreement") registered in the office of the Registrar of Assurances, Kolkata in Book No. 1, Volume No. 94, Pages 113 to 126, Being No.1285 for the year 1983.



- E. Consequent to non compliance of the said agreement certain dispute arose between the Purchaser herein and the said original owners and the Purchaser filed a suit being C.S. No.619 of 1985 in the Hon'ble High Court at Calcutta against the said original owners for specific performance of the said agreement (hereinafter referred to as the Purchaser's Suit).
- F. During the pendency of the Purchaser's suit the said Shankar Lal Agarwal died intestate on May 28, 1994 and his wife Smt. Kalavati Devi died intestate on January 6, 1995 leaving them surviving their three sons namely 1. Mr. Bishwanath Agarwal alias Dhanania, 2. Mr. Youdhistir Kumar Agarwal alias Dhanania and 3. Mr. Vijay Dhanania and four daughters namely 1. Mrs. Vidya Devi Chamaria, 2. Mrs. Premlata Agarwal, 3. Mrs. Urmila Agarwal and 4. Mrs. Raj Agarwal, as their only heirs and/or legal representatives.
- G. Upon the death of said Shankar Lal Agarwal and his wife Kalavati Devi the aforesaid heirs and/or legal representatives thus became entitled to his undivided 1/4th share or interest into or upon the said premises each one of them being entitled to undivided 1/28th share or interest into or upon the said premises and were substituted in the Purchaser's suit in the manner following :

<u>Name of the heirs of the Sankarlal Agarwal</u>	<u>Added defendants in Suit No. 619 of 1985</u>
Biswanath Agarwal alias Dhanania	1A
• Youdhistir Dhanania	1B
Vijay Dhanania	1C
Smt. Vidya Devi Chamaria	1D
Smt. Premlata Agarwal	1E
Smt. Urmila Agarwal	1F



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Smt. Raj Agarwal alias Ranilawala 1G

- H. During the pendency of the Purchaser's Suit one of the said original owner namely Ramjidas Agarwal being entitled to undivided one fourth share or interest into or upon the said Premises filed a suit being C.S. No. 148 of 2002 in the High Court, Calcutta for a declaration that the said Ramji Das Agarwal (since deceased) was entitled to an undivided 1/4th share or interest into or upon the said premises, partition and for other consequential reliefs (hereinafter referred to as the Partition Suit).
- I. A preliminary decree dated May 6, 2005 was passed in the said Partition Suit and a Commissioner of Partition was appointed by the Hon'ble High Court, Calcutta for partitioning the said premises amongst the heirs of the said original owners.
- J. By an order dated February 18, 2011 passed by the Hon'ble High Court, Calcutta the commissioner of partition was appointed as Receiver in the said Partition Suit. Youdhister Dhanania one of the co-owners claimed to be in occupation of a part or portion of the said Premises and he through his Counsel in Court undertook to vacate the portions in his occupation in the event of the entirety of the said Premises being sold in a vacant condition.
- K. By an Order dated April 4, 2011 passed by the Hon'ble High Court, Calcutta a direction was given to the Receiver not to disturb the possession of any of the parties in occupation of any part or portion of the said Premises.
- L. In discharge of the obligations assumed by the said Original Owners under the said agreement dated October 13, 1982 Dinanath Agarwal, Har Kishan Das Agarwal and some of the heirs of late Ramji Das Agarwal and Shankarlal Agarwal entered into a



Terms of Settlement with the Purchaser in the Purchaser's suit on November 25, 2003 and an application was filed in the Hon'ble Court at Calcutta being G.A. No.4027 of 2003 in C.S. No.619 of 1985 whereupon a contested decree was passed by the Hon'ble High Court at Calcutta on July 29, 2004 (hereinafter referred to as the said decree).

- M. The Vendors herein being parties to the said Terms of Settlement inter alia, agreed that the Vendors Mr. Vijay Dhanania and Mrs. Premlata Agarwal will sell and transfer the entirety of their respective right title and interest unto and upon the said premises in favour of the Purchaser and that the said Mrs. Raj Agarwal will sell and transfer her undivided $1/3^{\text{rd}}$ share out of $1/28^{\text{th}}$ share or the interest held and/or belonging to her unto and upon the said premises on the consideration mentioned in the said Terms of Settlement.
- N. In terms of the said settlement, the said Vijay Dhanania became entitled to a sum of Rs.1,00,000/-and constructed area measuring about 1333 sq.ft on super built up basis and one car parking space in the new building to be constructed at the said premises. Smt. Premlata Agarwal became entitled to a sum of Rs.19,50,000/- only.
- O. The Purchaser has paid the entire monetary consideration payable under the aforesaid Terms of Settlement and the decree to the Vendors herein, the receipt whereof the Vendors doth hereby acknowledge, admit and discharge the Purchaser of and from the same and every part thereof and also discharge the undivided shares of the Vendors in the said premises as mentioned herein in favour of the Purchaser.
- P. Subsequent to the aforesaid decree, (1) Mr. Biswanath Agarwal alias Dhandania, (2) Mr. Youdhister Kumar Agarwal alias



Dhandania (3) Mrs. Vidya Devi Chamaria (4) Mrs. Urmila Agarwal and (5) Mrs. Raj Agarwal (in respect of her balance 2/3rd share) agreed to sell and transfer their respective right title and interest unto and upon the said premises unto and in favour of the Purchaser for the consideration and subject to the terms and conditions as contained and recorded in the said Terms of Settlement.

- Q. The said Terms of Settlement was filed before the Hon'ble High Court at Calcutta in G.A. No.853 of 2011 and G.A. No.854 of 2011 whereupon this Hon'ble Court was pleased to pass a decree on March 23, 2011 in terms of the said Terms of Settlement.
- R. Pursuant to and in terms of the said decree as mentioned hereinabove, the Vendors have now agreed to execute and register a Deed of Conveyance in favour of the Purchaser herein. The said Vijay Kumar Dhanania has also surrendered his right title and interest and/or entitlement in respect of 1333 sq. ft. of super built up area along with one car parking space and the proportionate right title and interest in the land underneath therein to the Purchaser at and for a consideration of Rs.2,25,00,000/- (Rupees two crores twenty five lacs). The Purchaser has paid the said sum of Rs.2,25,00,000/- to the said Vendor at or before the execution of this Deed of Conveyance the receipt whereof the said Vendor doth hereby admit and acknowledge and hereby acquit and discharge the purchaser of and from every part thereof and the said 1333 square feet of super built area along with one car parking space to be constructed at the said premises absolutely and for ever in favour of the purchaser herein.

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

:



1. That in consideration of the said Agreement and in further consideration of the Terms of Settlement filed in the said ^{Purchaser's} Suit and in further consideration of the decree dated July 29, 2004, and in further consideration of a sum of Rs.2,26,00,000/- (Rupees two crores twenty six lacs only) of the lawful money of the Union of India well and truly paid by the Purchaser to the said Vendor No.1 namely Vijay Dhanania (the receipt whereof the said Vijay Dhanania doth hereby as well as by the receipt hereunder written admit and acknowledge to have been received) the said vendor doth hereby indefeasibly grant, sell, transfer, convey, assure and assign unto and to the purchaser **ALL THAT** his undivided 1/28th share or interest held by the Vendor No.1 into or upon **ALL THAT** the Municipal Premises No.46, Shakespeare Sarani, Kolkata - 700 017 (previously known as 46A and 46B, Shakespeare Sarani) (hereinafter referred to as the undivided share morefully and particularly mentioned and described in the Second Schedule hereunder written) containing an area of 2 Bigha 0 Cottahs 08 Chittacks 20 Sq.ft. (be the same a little more or less) and/or the entirety of the right title and interest of the Owner into or upon the entirety of the said Premises **TOGETHER WITH** all buildings and structures situated and standing thereon (morefully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the Undivided Share) absolutely and forever, free from all encumbrances charges liens lispensens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispensens whatsoever and every part thereof unto and to the purchaser **TO HOLD** the same unto the purchaser absolutely and forever, and the said decree dated July 29,2004 shall stand satisfied for all intents and purposes **A N D** further all right title and interest of the Vendor in the agreement dated October 13, 1982 stand extinguished in terms of the said decree dated July 29, 2004 **A N D** the purchaser shall be entitled to take



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physical possession of the share of the vendor upon partition of the said premises amongst the co-owners thereof in place and stead of the vendor.

- ii. **AND THIS DEED FURTHER WITNESSETH** that in consideration of the said Agreement and in further consideration of the Terms of Settlement filed in the said ^{Purchaser's} Suit and in further consideration of the decree dated July 29, 2004, and in further consideration of a sum of Rs.19,50,000/- (Rupees nineteen lacs fifty thousand only) of the lawful money of the Union of India well and truly paid by the Purchaser to the said Vendor No.2 namely Smt. Premlata Agarwal (the receipt whereof the said Smt. Premlata Agarwal doth hereby as well as by the receipt hereunder written admit and acknowledge to have received) the said Smt. Premlata Agarwal doth hereby indefeasibly grant, sell, transfer, convey, assure and assign unto and to the purchaser **ALL THAT** her undivided 1/28th share or interest held by the Vendor No.2 into or upon **ALL THAT** the Municipal Premises No.46, Shakespeare Sarani, Kolkata - 700 017 (previously known as 46A and 46B, Shakespeare Sarani) (hereinafter referred to as the undivided share more fully and particularly mentioned and described in the Second Schedule hereunder written) containing an area of 2 Bigha 0 Cottahs 08 Chittacks 20 Sq.ft. (be the same a little more or less) and/or the entirety of the right title and interest of the Owner into or upon the entirety of the said Premises **TOGETHER WITH** all buildings and structures situated and standing thereon (morefully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the Undivided Share) absolutely and forever, free from all encumbrances charges liens lispensens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispensens whatsoever and every part thereof unto and to the purchaser **TO HOLD** the same unto the Purchaser



absolutely and forever **A N D** further all right title and interest of the Vendor in the agreement dated October 13, 1982 stand extinguished in terms of the said decree dated July 29, 2004 **A N D** the purchaser shall be entitled to take physical possession of the share of the vendor upon partition of the said premises amongst the co-owners thereof in place and stead of the vendor.

- III. **AND** the Vendors jointly and severally doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchaser **ALL THAT** the undivided 1/14th share or interest in aggregate being the entirety of the right title and interest of the Vendor No.1 and the Vendor No.2 into or upon **ALL THAT** the Municipal Premises No.46, Shakespeare Sarani, P. S. - Shakespeare Sarani, Kolkata - 700 017 (previously known as 46A and 46B, Shakespeare Sarani) (hereinafter referred to as the undivided share morefully and particularly mentioned and described in the Second Schedule hereunder written) containing an area of 2 Bigha 0 Cottahs 08 Chittacks 20 Sq.ft. (be the same a little more or less) and/or the entirety of the right title and interest of the Owner into or upon the entirety of the said Premises **TOGETHER WITH** all buildings and structures situated and standing thereon (morefully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the Undivided Share) absolutely and forever, free from all encumbrances charges liens lispens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispens whatsoever **OR HOWSOEVER OTHERWISE** the said Undivided Share or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences



paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said Undivided Share or any part or portion thereof belonging to or in anywise appertaining thereto to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertaining thereto **AND** the reversion or reversions remainder or remainders and all the rents issues and profits of the said premises and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendors into or upon and in respect of the said Undivided Share or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anyways exclusively relates to or concerns the said Undivided Share and/or the said Premises or any part or portion thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors and/or Owners or any person or persons from whom the Vendors and/or the Owners can or may procure the same with or without any action or suit both at law or in equity.

- IV. **AND** the Vendors do hereby covenant with the Purchaser that the Vendors are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the said undivided 1/14th share and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature **AND** the Vendors do hereby covenant with the Purchaser that the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Undivided Share hereby granted sold conveyed transferred.



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- V. **AND THAT NOTWITHSTANDING** any act deed or things by the Vendors done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the absolute and lawful vendors of and/or otherwise well and sufficiently seized and possessed of and entitled to the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendors now has good right full and absolute power to grant sell convey transfer assure and assign the said Undivided Share hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions as aforesaid **AND THAT** the Vendors have put the Purchaser in their place and stead in the partition suit in respect of the of the said Undivided Share of the Vendors.
- VI. **AND** the Vendors have represented that undivided share hereby sold and transferred is free from all encumbrances and that the Vendors are legally competent to sell and transfer the same and the Purchaser shall step into the shoes of the Vendors and shall be entitled to obtain possession of the shares of the Vendors from the other co-owners or from other persons and receive and take the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust or the Vendors or from under or in trust for any of their predecessors in title **AND THAT** the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates



encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said Undivided Share by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or any of their predecessors in title as aforesaid or otherwise **AND THAT** all rates taxes and other impositions and/or outgoings payable in respect of the said Undivided Share and/or premises relating to the period after the date of execution of the decree.

- VII. **AND** the vendors hereby agree and confirm that the purchaser shall be entitled to obtain possession of the said premises from the Commissioner of Partition/Receiver or any other person or persons who are in possession of the suit property for and on behalf of vendor.
- VIII. **AND THAT** the Vendors never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said lands comprised in the said premises or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no certificate proceedings and/or notice of attachment is subsisting under the Income ^{Tax} Act, 1961 **AND THAT** no notice, which is or may be subsisting, has been served on the Vendors, Co-Vendors for the acquisition of the said Undivided Share and/or premises or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed there under and the Vendors has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said Undivided Share and/or premises or any part thereof **AND THAT** no other suit and/or proceeding is pending in any court of law affecting the said Undivided Share and/or premises and/or any part or portion



thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority.

- IX. **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever into or upon the said Undivided Share and/or premises or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Undivided Share and every part thereof unto and to the use of the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT the messuage tenement and hereditaments **TOGETHER WITH** the piece and parcel of revenue redeemed land containing an area of 2 Bigha 0 Cottahs 8 Chittacks 20 sq. ft. (be the same a little more or less) whereon or any part whereof a partly two storied and several single storied units measuring about 24000 square feet are erected and built being Municipal Premises Nos.46A and 46B, Theatre Road (now known as premises No.46, Shakespeare Sarani), Kolkata-700 017 within Police Station Shakespeare Sarani within Ward No. 63 and within the limits of The Kolkata Municipal Corporation in the South Division of Kolkata and butted and bounded as follows, that is to say :

ON THE NORTH : By Shakespeare Sarani;
ON THE SOUTH : By Premises No. 1, Auckland Square;
ON THE EAST : By Premises No. 48, Shakespeare Sarani
(known as Kala Mandir); and



ON THE WEST : Party by Premises No. 44, Shakespeare Sarani, Building) and Partly Premises No.2, Auckland Square;

OR HOWSOEVER OTHERWISE the said premises butted bounded called known numbered described and distinguished as hereinbefore stated and the situation whereof has been shown and delineated in the map or plan annexed hereto ~~and bordered in RED colour thereon.~~ *S. S. S.*

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNDIVIDED SHARE)

ALL THAT the Undivided 1/14th share or interest held by the **VENDOR** being 1/14th share or interest into or upon the said premises consisting of (i.e. Bastu Land 1.6377 katha and semi commercial land 1.2571 katha; 361 sq. ft residential pucca structure on the ground floor, 361 sq. ft residential pucca structure on the first floor, 723 sq.ft residential Tin shed structure, 157 sq. ft semi-commercial pucca structure, 157 sq. ft semi-commercial Tin Shed structure standing thereon) morefully and particularly mentioned and described in the First Schedule hereinbefore written and/or the entirety of the right title and interest of the **VENDORS** into or upon the said premises.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.



SIGNED AND DELIVERED by the
said **VENDORS** at Kolkata in the
presence of:

WITNESSES:

1. Payal Dha
E/91 Baghajatin
Kolkata - 86.

2. Rajesh Kumar Chatterjee
Space Town V.I.P Road
KOL-52

1) Vijay Mananika.

2) Premlata Agarwal.
VENDORS

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of:

WITNESSES:

1. Payal Dha.
E/91 Baghajatin
Kolkata - 86.

2. ANUS TAPARIA
184, Harish Mukherjee Road
Kolkata - 26

Anus Taparia

PAWAN PROPERTIES

Pawan
CS.S. NANGALIA
Partner



MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER** the within mentioned sum of Rs.2,45,50,000/- (Rupees two crores forty five lakhs and fifty thousand) only being the entirety of the consideration amount payable to the Vendors under these presents as per memo below :

1. Vijay Dhanania , by several Cheques aggregating Rs.2,26,00,000/- drawn on Andhra Bank, Ezra Street (Kolkata Main Branch), Kolkata as per details given below :-

Cheque No.	Dated		Amount
439974	18.11.03	Rs.	1,00,000.00
819946	21.09.04	Rs.	5,00,000.00
819949	14.10.04	Rs.	5,00,000.00
819997	27.10.05	Rs.	5,00,000.00
819998	31.10.05	Rs.	1,80,000.00
375738	25.10.11	Rs.	25,00,000.00
375746	23.11.11	Rs.	25,00,000.00
764905	30.04.12	Rs.	40,00,000.00
764906	01.05.12	Rs.	40,00,000.00
764907	02.05.12	Rs.	40,00,000.00
764908	03.05.12	Rs.	38,20,000.00
		Rs.	2,26,00,000.00

Vijay Dhanania

2. Mrs. Premlata Agarwal, by several Cheques aggregating Rs. 19,50,000/- drawn on Andhra Bank, Ezra Street (Kolkata Main Branch), Kolkata as per details given below :-

Cheque No.	Dated		Amount
439976	18.11.03	Rs.	9,75,000.00
819910	29.12.03	Rs.	4,75,000.00
439997	20.01.04	Rs.	5,00,000.00
		Rs.	19,50,000.00

Total Rs. 2,45,50,000.00

(Rupees Two Crores Forty Five Lacs Fifty Thousand) only.

WITNESSES:







1. Payel Das.
E/91 Baghajatin
Kolkata - 86.
2. Rajesh Kumar Chomaria
SPACE TOWN, VIP Road
KOL-52


1. *Vijay Dhanania*












2. *Premlata Agarwal*
VENDORS

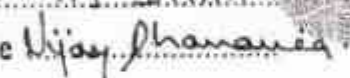
Drafted by : *Arachana Menon*
118/4 Court at Calcutta
Singhi Co, Advocates



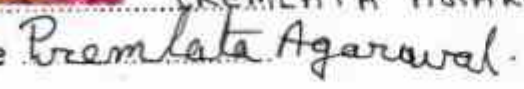
	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger	
	left hand					
	right hand					





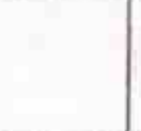
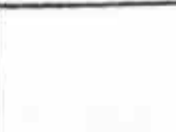
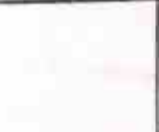

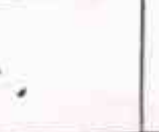

Name S.S. NANGALIA
 Signature 

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger	
	left hand					
	right hand					

Name VIJAY DHANANIA
 Signature 

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger	
	left hand					
	right hand					

Name PREMLATA AGARWAL
 Signature 

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger	
PHOTO	left hand					
	right hand					

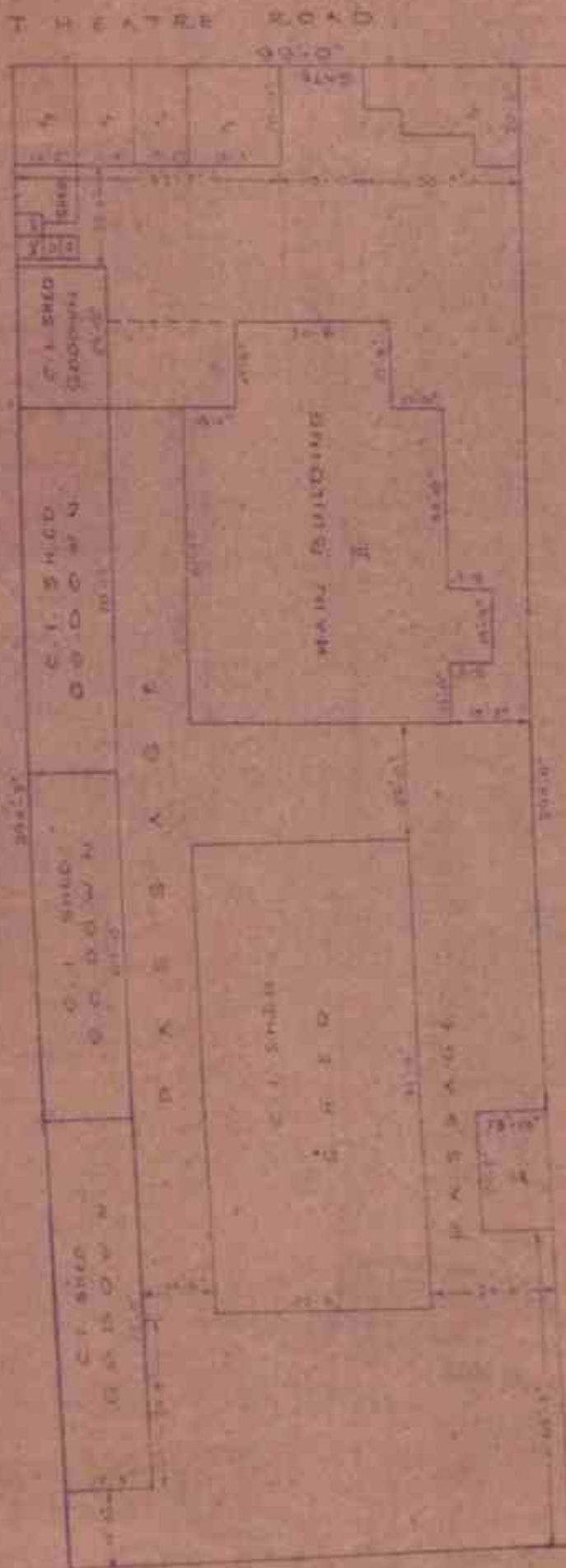
Name
 Signature



SITE PLAN OF PREMISES NO. 46, SHAKESPEARE SARANI
EARLIER KNOWN AS 46A AND 46B SHAKESPEARE SARANI
KOLKATA - 700017.

AREA OF LAND - 28-0K-8CH-20SFT M/L

SCALE = NTS



1) Ujjay Chatterjee.

2) Premlata Agarwal.

SIG. OF VENDOR

PAWAN PROPERTIES

[Signature]
Partner

SIG. OF PURCHASER

PD-35

19 5/12





Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05358 of 2012
(Serial No. 05030 of 2012)

On

Payment of Fees:

On 03/05/2012

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

Presented for registration at 19.45 hrs on :03/05/2012, at the Private residence by Mr Shyam Sundar Nangalia ,Claimant.

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

Execution is admitted on 03/05/2012 by

1. Mr Vijay Dhanania, son of Shankar Lal Agarwal , 1, Lord Sinha Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700071, By Caste Hindu, By Profession : Business
2. Mrs Premlata Agarwal, wife of Shankar Lal Agarwal , 1, Dr. Abani Dutt Road, Golabari, P.O. :- ,District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
3. Mr Shyam Sundar Nangalia
Partner, Pawan Properties, 10/1 D, Lal bazar Street, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business

Identified By Rajesh Kumar Chamaria, son of Hanuman Prasad Chamaria, Space Town, V I P Road, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700052, By Caste: Hindu, By Profession: Professionals.

(Abani Kumar Dey)
ADDL REGISTRAR OF ASSURANCES-II

On 04/05/2012

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 : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 04/05/2012

Amount by Draft

Rs. 459807/- is paid , by the draft number 237849, Draft Date 03/05/2012, Bank Name State Bank of India, BUDGE BUDGE, received on 04/05/2012



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

04/05/2012 15:37:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 05358 of 2012
(Serial No. 05030 of 2012)

(Under Article : A(1) = 459800/- ,E = 7/- on 04/05/2012)

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.-4,18,00,549/-

Certified that the required stamp duty of this document is Rs.- 2926048 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 2926048/- is paid 23784803/05/2012 State Bank of India, BUDGE BUDGE, received on 04/05/2012

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

Government of West Bengal
Office of the A.R.A. - II KOLKATA
W.B. FORM NO. 1504

Date: 04/05/2012

Serial No. 05030/2012 Deed No. I-05358/2012
Presentant Name Shyam Sundar Nangalia
Executant Name Vijay Dhanania and others Claimant Name Shyam Sundar Nangalia
Type of Deed Sale Document
Market Value Rs 4,18,00,549/-
Addl. Transaction Agreement(1)

Fees & Standard User charges
Paid (Break up as below) **Rs 4,60,006/-**

Stamp Duty Paid
(Break up as below) **Rs 29,26,148/-**

1. By Cash * **Rs 199/-**
2. By Draft/BC/SABR **Rs 4,59,807/-**
SL No.* Date * Amount (Rs.)
1. 237849 03/05/2012 4,59,807/-

1. By Stamp **Rs 100/-**
2. By Draft/BC/SABR/Challan **Rs 29,26,048/-**
SL No. No.* Date * Amount (Rs.)
1. 237848 03/05/2012 29,26,048/-

Article : A(1)=4,59,800/-, E=7/-,

By Cash* Amount includes Standard User Charge of Rs 199/-
No* - Draft/Bankers Cheque/SABR/Challan No. Date *
-Draft/Bankers Cheque/SABR/Challan Date

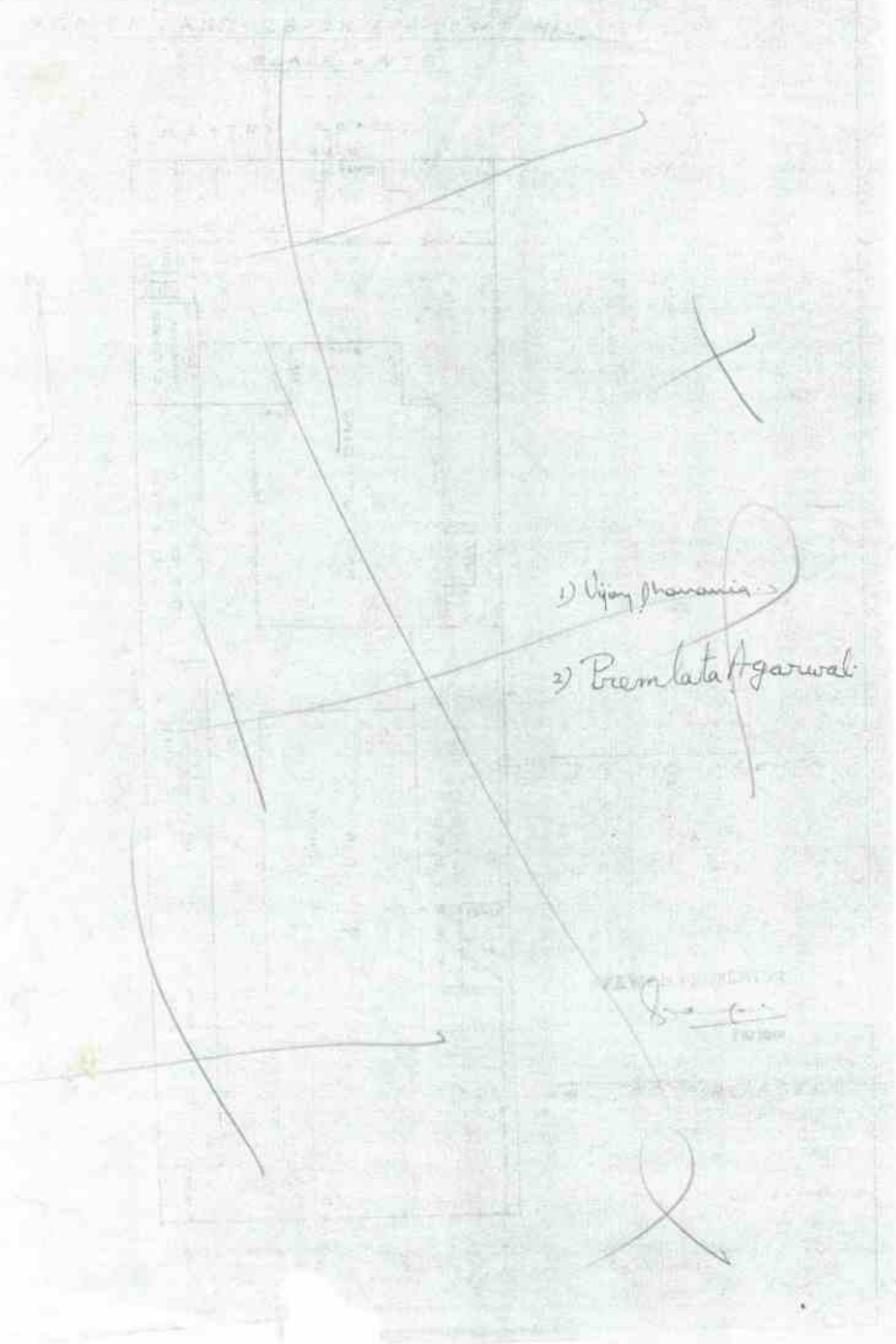
Registering Officer
A.R.A. - II KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 5294 to 5316
being No 05358 for the year 2012.



(Abani Kumar Dey) 21-May-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal



1) Vijay Pharamia

2) Prem Lata Agarwal

REVENUE DEPARTMENT
KOLHATA

[Handwritten signature]