



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

471772

Q.No. 2011/09.

conveyance

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Registrar, Hooghly
Sec-7 (2) of the I. R. Act

16 DEC 2009

THIS INDENTURE OF CONVEYANCE made this 14th day of December

Two Thousand and Nine BETWEEN (1) SAMIR KUMAR DUTTA son of Sankar Mouli
Dutta, deceased residing at 1/2 Ballygunge Place, Kolkata-700019 (having PAN

for S(K)

Smritra

for Aghosh

S. Chom.

S. Palit

S. Palit

53 135

30 JUL 2009

PANKAJ SHROFF & CO.
 Advocates
 4, Government Place (North)
 Delta House, 8th Floor,
 Kolkata - 700 001

NAME.....
 ADD.....
 Rs. 5000

30 JUL 2009

S. CHATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kol-1

Aditya Lakhotia

14/12/09

V.T-1

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BHUBANESHWARI DEVELOPERS PVT. LTD.

Aditya Lakhotia
Director

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V.T-1



BHAGYALAXMI CONCLAVE PVT. LTD.

Aditya Lakhotia
Director

V.T-1

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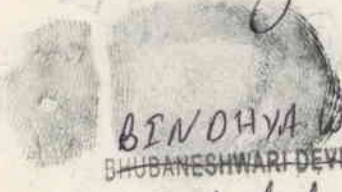


DHANLAXMI CONCLAVE PVT. LTD.

Aditya Lakhotia
Director

V.T-1

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BINDHYA WASONI DEVELOPERS PVT LTD
 BHUBANESHWARI DEVELOPERS PVT. LTD.

Aditya Lakhotia
Director



Registrar, Hooghly
 Secy (3) of the I. A. Act

14 DEC 2009

No.ALWPD4697F), **(2a) SOUGATA DUTT** son of Sadhan Kumar Dutta, deceased residing at Kanailal Avenue, G.T. Road (West), Chandannagar, District: Hooghly, West Bengal (having PAN No.AIFPD2352P), **(2b) SASANKA DATTA** son of Sadhan Kumar Dutta, deceased residing at 2/1 Parnasree Pally, Kolkata-700060 (having PAN No.ACNP0450G), **(2c) (SM.) ARPITA GHOSH** wife of Shri Bhaskar Ghosh and daughter of Sadhan Kumar Dutta, deceased residing at C-3/1306, L & T South City Arekere- Mico Layout, Banner Ghatta Road, Bangalore-560076 (having PAN No.AFDPA0485R), **(3) (SM.) SUKLA DE** wife of Shri Joydev De and daughter of Sankar Mouli Dutta, deceased residing at 14/5 Bosepukur Road, Kolkata-700042 (having PAN No.ADFPD8253N), **(4) (SM.) SNIGDHA MITRA** wife of Shri Sukdeb Mitra and daughter of Sankar Mouli Dutta, deceased residing at "Jyoti Chaya", Flat No.4B, 121 Rashbehari Avenue, Kolkata-700029 (having PAN No.AFUPM7925H), **(5) (SM.) SWATI GHOSH** wife of Shri Pranab Chandra Ghosh and daughter of Sankar Mouli Dutta, deceased residing at 118 Parnasree Pally, Kolkata-700060 (having PAN No.AOBPG8737K), **(6a) PRABIR KUMAR PALIT** son of Saradindu Nath Palit, deceased residing at 2 Bhudev Mukherjee Road, Burrabazar, Chandannagar, District: Hooghly, West Bengal (not an Income-tax assessee) **(6b) SANTANU PALIT** son of Shri Prabir Kumar Palit residing 2 Bhudev Mukherjee Road, Burrabazar, Chandannagar, District: Hooghly, West Bengal (not an Income-tax assessee) and **(6c) SIDDHARTHA PALIT** son of Shri Prabir Kumar Palit residing at 2 Bhudev Mukherjee Road, Burrabazar, Chandannagar, District: Hooghly, West Bengal (having PAN No.AHVPP0294K) all hereinafter collectively referred to as "the **VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **FIRST PART AND (1) SEKHAR KUMAR DATTA** son of Sankar Mouli Dutta, deceased residing at 53/2/4 Hazra Road, Kolkata-700019 (having PAN No.ADVDP1008M) and **(2) (SM.) BHASWATI DATTA** wife of Shri Sekhar Kumar Datta residing at 53/2/4 Hazra Road, Kolkata-700019 (having PAN No.AGOPD8857C) hereinafter jointly referred to as "the **CONFIRMING PARTIES**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **SECOND PART AND (1) BHUBANESHWARI DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the meaning of the Companies Act, 1956 having its Registered Office at 10 Dr. Abani Dutta Road, Howrah - 711106 (having PAN No.AADCB8032F) represented by its Director Mr. Aditya Lakhotia, **(2) BHAGYALAXMI CONCLAVE PRIVATE LIMITED**, a Company incorporated under the meaning of the Companies Act, 1956 having its Registered Office at 10 Dr. Abani Dutta Road, Howrah - 711106 (having PAN No.AADCB8033E) represented by its

no. 27 Aditya Lakhotia SD LKD PDS



V.T-1

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Samin Kumar Datta



V.T-1

383

Songasadmit



V.T-1

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Sasankasaha



V.T-1

385

Arpitaghosh



V.T-1

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Sukla De.



V.T-1

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Songora Mukher



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Director Mr. Aditya Lakhotia, (3) **DHANLAXMI CONCLAVE PRIVATE LIMITED**, a Company incorporated under the meaning of the Companies Act, 1956 having its Registered Office at 10 Dr. Abani Dutta Road, Howrah – 711106 (having PAN No.AADCD1866B) represented by its Director Mr. Aditya Lakhotia, and (4) **BINDHYAWASNI DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the meaning of the Companies Act, 1956 having its Registered Office at 10 Dr. Abani Dutta Road, Howrah – 711106 (having PAN No.AADCB8031G) represented by its Director Mr. Aditya Lakhotia, hereinafter collectively referred to as “the **PURCHASERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **THIRD PART**:

CHAPTER I # RECITALS:

WHEREAS:

- A. The Vendors and the Confirming Parties were the full and absolute owners of **FIRSTLY ALL THAT** messuages tenements hereditaments dwelling houses outhouses sheds and premises together with the piece or parcel of land whereon or on parts whereof the same are erected and built containing an area of 137.99 Satak (i.e., 1.3799 Acre) classified as “Bastu” situate lying at and being formerly R.S. Dag No.49 recorded in R.S. Khatian No.33 and current L.R. Dag No.360 recorded in L.R. Khatian Nos. 164, 303, 321 and 331, J.L. No.1, Mouza- Chandannagar, Sheet No.12, P.S. Chandannagar and bearing Municipal Holding Nos.341 and 342 Kuthir Math Road (North), Chandannagar, in the District of Hooghly, West Bengal **AND SECONDLY ALL THAT** piece or parcel of land measuring 16.53 Satak (i.e., 0.1653 Acre) classified as “Pond” situate lying at and being formerly R.S. Dag No.50 recorded in the said R.S. Khatian No.33 and current L.R. Dag No.361 recorded in said L.R. Khatian Nos. 164, 303, 321 and 331, J.L. No.1, Mouza- Chandannagar, Sheet No.12, P.S. Chandannagar and bearing Municipal Holding No.343 Kuthir Math Road (North), Chandannagar, in the District of Hooghly, West Bengal, under Ward No.11 of Chandannagar Municipal Corporation and hereinafter collectively referred to as “the **LARGER PROPERTIES**”.
- B. The facts and circumstances relating to devolution of title in respect of the Larger Properties upon the Vendors and the Confirming Parties are stated hereinbelow.
- (i) Originally, one Parbati Charan Dutta and Sankar Mouli Dutta both sons of Late Girindra Nath Dutta were the full and absolute owners of the Larger Properties.

Shankar *Sankar* *Parbati* *Aghosh*
Sad *Shankar* *Parbati* *Aghosh*

V.T.1

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Surati Chosh.

V.T.1

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Rabbar Kumar Palit

V.F.1

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Santam Palit

V.T.1

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Siddharan Palit

V.T.1

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Senar Kumar Datta

V.T.1

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Bharnwati Bose

Identified by me.

P.C. Ghose

Advocate/Partner



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- (ii) The said Sankar Mouli Dutta, a Hindu during his life time and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 01st March 1955 leaving him surviving his wife namely Sm. Renuka Dutta (since deceased), three sons namely Sadhan Kumar Dutta (since deceased), Samir Kumar Dutta (the Vendor No. 1 hereto) and Sekhar Kumar Datta (the Confirming Party No. 1 hereto) and four minor daughters namely Sm. Shipra Palit (since deceased), Sm. Sukla De (the Vendor No. 3 hereto), Sm. Snigdha Mitra (the Vendor No. 4 hereto) and Sm. Swati Ghosh (the Vendor No. 5 hereto) as his only heirs and heiresses and upon his death his entire share and entitlements in the Larger Properties was inherited by his heirs and heiresses entitled thereto according to the laws of succession amongst Hindus governed by the Dayabhaga School of Hindu Law prevalent at the time of death of the said Sankar Mouli Dutta and the subsequent Hindu Succession Act, 1956.
- (iii) The said Parbati Charan Dutta, a Hindu during his life time and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 10th August 1976 leaving him surviving his wife Sm. Hansi Rasi Dutta also known as Hansi Rani Dutta (since deceased) as his only heiress and legal representative who upon his death inherited and became entitled to his entire share and entitlements in the Larger Properties absolutely.
- (iv) The said Sadhan Kumar Dutta, a Hindu during his life time and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate on 20th January 1986 leaving him surviving his mother the said Sm. Renuka Dutta (since deceased), wife Sm. Aparna Dutta (since deceased), two sons Sougata Dutt and Sasanka Datta (being the Vendor Nos. 2a and 2b respectively herein) and one daughter Sm. Arpita Ghosh (being the Vendor No. 2c herein) as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled to his entire share and entitlements in the Larger Properties absolutely.
- (v) The said Sm. Hansi Rasi Dutta, a Hindu during her lifetime and at the time of her death and governed by the Dayabhaga School of Hindu Law died, childless, on 28th January 1993 and was survived by the heirs and heiresses of her deceased husband entitled to inherit her share and entitlements in the Larger Properties if dying intestacy, being the then surviving children of her deceased husband's brother the said deceased Sankar Mouli Dutta namely



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the said Samir Kumar Dutta, Sekhar Kumar Datta, Smt. Sipra Palit (since deceased), Smt. Sukla De, Smt. Snigdha Mitra and Smt. Swati Ghosh and none else.

- (vi) The said Sm. Aparna Dutta wife of Late Sadhan Kumar Dutta, a Hindu during her life time and at the time of her death and governed by the Dayabhaga School of Hindu Law, died intestate on 18th April 1998 leaving her surviving her two sons namely the said Sougata Dutt and Sasanka Datta and one daughter the said Sm. Arpita Ghosh as her only heirs heiress and legal representatives who all upon her death inherited and became entitled to her share and entitlements in the Larger Properties absolutely.
- (vii) The said Sm. Sipra Palit, a Hindu during her life time and at the time of her death and governed by the Dayabhaga School of Hindu Law, died intestate on 14th January 2007 leaving her surviving her husband Prabir Kumar Palit and two sons Santanu Palit and Siddhartha Palit (all being the Vendor Nos. 6a, 6b and 6c respectively hereto) as her only heirs and legal representatives.
- (viii) The said Sm. Renuka Dutta wife of Late Sankar Mouli Dutta executed a Deed of Gift dated 9th April 2008 made between herself as donor therein and the said Sekhar Kumar Datta (the Confirming Party No.1 hereto) as donee therein and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I Volume No. 13 Pages 193 to 207 being Deed No. 484 for the year 2008 by which she in consideration of her natural love and affection towards her son, said Sekhar Kumar Datta, did thereby grant convey and transfer to him by way of gift an undivided 9/40th share in the Larger Properties as morefully stated therein.
- (ix) The said Prabir Kumar Palit, Santanu Palit and Siddharth Palit executed a Deed of Conveyance dated 9th April 2008 made between them as vendors therein and the said Sekhar Kumar Datta (being the Confirming Party No.1 herein) and his wife Smt. Bhaswati Datta (being the Confirming Party No. 2 herein) as purchasers therein and registered with the Additional Registrar of Assurances-III, Kolkata in Book I Volume No.13 Pages 145 to 162 Being No. 451 for the year 2008, whereby they granted conveyed and transferred unto and to the said Sekhar Kumar Datta and his wife Smt. Bhaswati Datta 1/16th share in the Larger Properties, absolutely and forever.

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- (x) Much after the death of Hansi Rasi Dutta wife of Late Parbati Charan Dutta, her Last Will and Testament dated 15th August 1980 was discovered whereby and whereunder she had appointed her two nephews, said Samir Kumar Dutta and Sekhar Kumar Datta to be the Executors of her said Will and gave devised and bequeathed her immovable and movable properties whatsoever and wheresoever (which included, inter alia, her share in the Larger Properties) unto and equally between her three nephews, said Sadhan Kumar Dutta, Sekhar Kumar Datta and Samir Kumar Dutta absolutely.
- (xi) Upon discovery of the said Will of Hansi Rasi Dutta being made, application for grant of Probate was made on or about 26th September 2008 in respect thereof by Sekhar Kumar Datta (the other executor Samir Kumar Dutta having renounced his executorship) when the Will was proved and Probate was granted by the Hon'ble High Court at Calcutta on 30th January 2009 in PLA No. 376 of 2008.
- (xii) The discovery of the Will impacted the devolution of the Larger Properties of Hansi Rasi Dutta which was until then being treated as having been succeeded to by her heirs and heiresses as of intestacy. The execution of the Deed of Gift dated 9th April 2008 by Smt. Renuka Dutta and the execution of the Deed of Conveyance dated 9th April 2008 by the heirs of Smt. Shipra Palit became subject matters of disputes and the renouncement by Samir Kumar Dutta from the executorship to the Will of Hansi Rasi Dutta as well as the death of Sadhan Kumar Dutta prior to the death of Hansi Rasi Dutta all became factors of misunderstanding confusion and disputes amongst the surviving successors and heirs in the chain of Sankar Mouli Dutta and Parbati Charan Dutta.
- (xiii) The said Sm. Renuka Dutta, a Hindu during her life time and at the time of her death and governed by the Dayabhaga School of Hindu Law, died intestate on 22nd August 2008 leaving her surviving her sons namely Samir Kumar Dutta and Sekhar Kumar Datta and the abovementioned heirs of her predeceased son, Sadhan Kumar Dutta namely Sougata Dutt, Sasanka Datta and Sm. Arpita Ghosh and her abovementioned three daughters namely Sm. Shukla De, Sm. Snigdha Mitra and Sm. Swati Ghosh and the abovementioned heirs of her predeceased daughter Sm. Shipra Palit namely husband Prabir Kumar Palit and two sons Santanu Palit and Siddhartha Palit as her only heirs and heiresses.

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C. To bring back family harmony and to completely put an end to the points of disputes, misunderstanding and confusion mentioned above and all other issues between the successors and heirs for the time being in the chain of Sankar Mouli Dutta and Parbati Charan Dutta, being the Vendors and the Confirming Parties hereto, they all amicably and in consultation with common friends and relatives came to a final settlement to resolve all issues disputes and points of contention in a complete unequivocal and final family settlement whereunder they agreed to partition the Larger Properties by metes and bounds and to own hold and enjoy their respective allocations in defined shares accepted by all of them once and for all and recorded the same in the Deed of Partition of even date executed immediately before the execution hereof and made between the Confirming Parties hereto as first parties therein and the Vendors hereto as second parties thereto and registered with the District Sub-Registrar-II, Hooghly.

D. By and under the said Deed of Partition of even date:

- (i) The Confirming Parties hereto were allotted and became the full and absolute owners of **ALL THAT** a divided and demarcated portion measuring 11 Cottahs 10 Chittacks and 12 Square Feet more or less equivalent to 19.24 Satak (with buildings, sheds etc. thereon) on the southwestern corner of the Larger Properties comprising of the entire Municipal Holding No. 341 Kuthir Math Road (North), Baghbazar, Chandannagar (containing an area of 9 Cottahs 7 Chittacks more or less) and a divided and demarcated portion of Municipal Holding No. 342 Kuthir Math Road (North), Baghbazar, Chandannagar (measuring 02 Cottahs and 03 Chittacks and 12 Square Feet more or less) and comprised of a divided and demarcated part of R.S. Dag No.49 corresponding to L.R. Dag No.360 and therein referred to as "the Lot-A Property"
- (ii) The Vendors hereto were allotted and became the full and absolute owners of **ALL THAT** the remaining divided and demarcated portion measuring 04 Bighas 01 Cottahs and 13 Chittacks and 27 Square Feet more or less equivalent to 135.28 Satak (with buildings, sheds etc. thereon), of the Larger Properties comprising of the remaining divided and demarcated portion of the abovementioned Municipal Holding No. 342 Kuthir Math Road (North), Baghbazar, Chandannagar (measuring 118.75 Satak equivalent to 03 Bighas 11 Cottahs and 13 Chittacks 27 Square Feet more or less) and the entire Municipal Holding No. 343 Kuthir Math Road (North), Baghbazar, Chandannagar (measuring 16.53 Satak equivalent to 10

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Cottahs more or less) all morefully and particularly mentioned and described in the Third Schedule thereunder written and also in the **FIRST SCHEDULE** hereunder written and shown in the plan annexed thereto as also hereto duly bordered thereon in “Red” and therein referred to as “the Lot-B Property” and hereinafter referred to as “the **SUBJECT PROPERTY**” in the following undivided shares and proportions:

- | | | |
|-------|--|-------------------------|
| (i) | Samir Kumar Dutta (Vendor No.1 herein) | 1/6 th share |
| (ii) | Sougata Dutt, Sasanka Datta and Sm. Arpita Ghosh jointly in equal shares (Vendor Nos.2a to 2c herein) | 1/6 th share |
| (iii) | Sm. Sukla De (Vendor No.3 herein) | 1/6 th share |
| (iv) | Sm. Snigdha Mitra (Vendor No.4 herein) | 1/6 th share |
| (v) | Sm. Swati Ghosh (Vendor No.5 herein) | 1/6 th share |
| (vi) | Prabir Kumar Palit, Santanu Palit and Siddhartha Palit jointly in equal shares (Vendor Nos.6a to 6c herein) | 1/6 th share |
- (iii) The Lot B Property allotted to the Vendors hereto comprised of the divided and demarcated portion measuring 118.75 Satak of R.S. Dag No.49 corresponding to L.R. Dag No. 360 and the entire R.S. Dag No. 50 corresponding to L.R. Dag No.361 measuring 16.53 Satak. Each of the Vendors and each of the Confirming Parties hereto declared and confirmed and agreed that by the said Deed of Partition the properties benefits and rights conferred to them respectively was and would be final and would not be challenged disputed or represented to the contrary by any of them or their heirs executors administrators and legal representatives on any account or on any ground whatsoever including on account of any entitlement of any of them in accordance with the laws of succession or testamentary dispositions or any act deed matter and/or omission of them or any of them in their conduct thitherto.
- (iv) The said Sekhar Kumar Datta, being the Confirming Party No. 1 hereto and the First Party No.1 thereto as Executor to the estate of Hansi Rasi Dutta confirmed to have assented and consented to the legacies and bequests made under the said Will of Hansi Rasi Dutta dated 15th August 1980 by his own acts and to have made over possession of the properties and estates of Hansi Rasi Dutta as per the family settlement and partition envisaged therein.

E. The Vendors are the full and absolute owners of the Subject Property fully mentioned and described in the **FIRST SCHEDULE** hereunder written in the

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aforementioned shares and proportion and are in khas vacant peaceful possession thereof.

- F. The Vendors approached the Purchasers for absolute sale of the Subject Property free of all encumbrances mortgages charges liens lispendences attachments leases tenancies occupancy rights debutter trust acquisition requisition vesting alignment claim demand and liability whatsoever and with complete vacant and peaceful possession to which the Purchasers agreed at and for a total consideration of Rs.2,52,00,000.00 (Rupees two crores fifty-two lakh) only.
- G. Although not required, however, at the requisition of the Purchasers, the Confirming Parties have agreed to join in and execute these presents concurring and confirming the sale hereby made of the Subject Property by the Vendors in favour of the Purchasers absolutely.

CHAPTER II # WITNESSETH:

1. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs.2,52,00,000.00 (Rupees two crores fifty-two lakh) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendors do hereby grant sell convey transfer assign and assure, and the Confirming Parties do hereby concur and confirm, unto and to the Purchasers herein **ALL THAT** the divided and demarcated portion of the abovementioned Municipal Holding No.342 Kuthir Math Road (North), Baghbazar, Chandannagar with buildings, sheds etc. thereon (measuring 118.75 Satak equivalent to 03 Bighas 11 Cottahs 13 Chittacks 27 Square feet more or less) and the entire Municipal Holding No.343 Kuthir Math Road (North), Baghbazar, Chandannagar (measuring 16.53 Satak equivalent to 10 Cottahs more or less) all morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **SUBJECT PROPERTY**" **TOGETHER WITH** all electrical sanitary and other fittings and fixtures attached thereto **AND TOGETHER WITH** all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound compound walls on all sides, areas sewers drains ways paths passages fences hedges ditches trees water water courses lights and other connections, fixtures, fittings, and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever



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belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND TOGETHER WITH** the all easements and share, right, title and interest of the Vendors of and in the passages/roadways abutting the eastern and northern sides of the Subject Property **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the raiyati and other estate right title interest inheritance use trust possession property claim easements quasi easements privileges claims and demand whatsoever of the Vendors and each of them into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the Subject Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity **AND TOGETHER WITH** the benefits of all covenants, easements and other properties, rights and authorities conferred or transferred or expressed or intended to be by the said Deed of Partition of even date recited hereinabove in part **TO HAVE AND TO HOLD OWN USE AND ENJOY** with effect from the date of execution hereof the Subject Property and every part thereof and all properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispens attachments trusts claims demands acquisition requisition vesting alignment claims demands and liabilities whatsoever or howsoever.

CHAPTER III # VENDORS' COVENANTS :

2. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:

2.1 **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done omitted executed or knowingly permitted or suffered to the contrary the Vendors and each of them are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges

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conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

- 2.2 **AND THAT** the Vendors or any of them and/or their predecessors-in-title have not at any time done omitted executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- 2.3 **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- 2.4 **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments restrictive covenants lispensens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or any of them and/or their predecessors-in-title.
- 2.5 **AND THAT** the Purchasers shall or may at all times during the term hereby created peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming through under or in trust for the Vendors or any of them and/or their predecessors-in-title and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and each of them and every person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictions prohibitions restrictive covenants liens attachments lis pendens uses debutters trusts requisition



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acquisition vesting alignment claims demands and liabilities whatsoever or howsoever.

- 2.6 **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming as aforesaid shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid as shall or may reasonably be required by the Purchasers.

CHAPTER IV # VENDORS' ASSURANCES:

- 3. AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY DECLARE AND ASSURE THE PURCHASERS** as follows:-

- 3.1 **THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is not certificate case or proceedings against the Vendors or any of them for realization of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Act for the time being in force.
- 3.2 **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or the Chandanagar Municipal Corporation or the Government or any other Public body or authorities.
- 3.3 **AND THAT** no declaration or notification is made or published for acquisition or requisition or vesting of or alignment on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or vesting or alignment under any Act or Case whatsoever.



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Registrar, Hooghly
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- 3.4 **AND THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the West Bengal Land Reforms Act, 1955 for the Vendors or any of them to grant sell convey transfer assign and assure the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchasers in the manner aforesaid.
- 3.5 **AND THAT** there is no action, suit, appeal or legal proceeding in respect of the Subject Property or in any way concerning the Subject Property or any part or share thereof pending. No person has ever claimed any right title interest or possession whatsoever in or in respect of the Subject Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceedings in respect thereof nor are the Vendors aware of any such claim, notice, suit or proceeding. Save and except the Vendors as owners, no other person can claim any right title or interest whatsoever in the Subject Property or any part thereof.
- 3.6 **AND THAT** the Larger Properties is bounded by boundary walls for more than 100 years and since then the Vendors, the Confirming Parties and/or their predecessors-in-title are uninterruptedly and exclusively in 'khas' and peaceful possession of the Larger Properties (including the Subject Property) without any disturbance obstruction claim or objection whatsoever from any person or persons.
- 3.7 **AND THAT** all municipal and other rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the Subject Property has duly been paid and there is no amount in arrears or outstanding in connection therewith.
- 3.8 Without prejudice to the covenant of indemnity given by the Vendors to the Purchasers hereinabove, the Vendors shall be and remain bound to compensate and indemnify the Vendors for any loss damage cost claim demand action or proceeding which may be incurred or suffered by them or any of them if any covenant, agreement or assurance of the Vendors is found to be false.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SUBJECT PROPERTY)

ALL THOSE FIRSTLY messuages tenements hereditaments dwelling houses outhouses sheds and premises Together With the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 03 Bighas 11 Cottahs 13 Chittacks 27 Square feet more or less (equivalent to 118.75 Satak) classified as "Bastu" in the Records of Rights situate lying at and being the divided and demarcated part of Municipal Holding No. 342 Kuthir Math Road (North), Baghbazar, Chandannagar (comprised of the divided and demarcated part of R.S. Dag No.

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49 recorded in R.S.Khatian No. 33 and current L.R.Dag No. 360 recorded in L.R.Khatian Nos. 164, 303, 321 and 331) **AND SECONDLY** the piece and parcel of adjoining land containing an area of 10 Cottahs more or less (equivalent to 16.53 Satak) classified as "Pond" in the Records of Rights and situate lying at and being the Municipal Holding No. 343 Kuthir Math Road (North), Baghbazar, Chandannagar (comprised of R.S. Dag No. 50 recorded in said R.S.Khatian No.33 and current L.R.Dag No. 361 recorded in said L.R. Khatian Nos.164, 303, 321 and 331). Both the said properties are in Mouza Chandannagar, Police Station Chandannagar, J.L.No.1 under Ward No. 11 of the Chandannagar Municipal Corporation in the District of Hooghly, West Bengal and shown in the plan annexed thereto duly bordered thereon in "**RED**" and butted and bounded as follows:

- ON THE NORTH** : Partly by Corporation Road and partly by the landed property of L.R. Dag No.362;
- ON THE EAST** : Partly by the remaining part of Municipal Holding No.342 Kuthir Math Road (North), Chandannagar and partly by Corporation Road;
- ON THE SOUTH** : Partly by Station Road and partly by the remaining part of Municipal Holding No.342 Kuthir Math Road (North), Chandannagar and partly by Municipal Holding No.341 Kuthir Math Road (North), Chandannagar, being the property allotted to the Confirming Parties hereto under the above recited Deed of Partition;
- ON THE WEST** : Partly by the remaining part of Municipal Holding No. 342 Kuthir Math Road (North), Chandannagar and partly by Municipal Holding No.341 Kuthir Math Road (North), Chandannagar, being the property allotted to the Confirming Parties under the above recited Deed of Partition and partly by the landed property of each L.R. Dag Nos.362, 359, 357, 356, 355, 354, 351 and 350.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

Constructed area in the Subject Property is 13988 Square feet as follows and the same being used for residential purposes:

- (a) 7721 Square feet area on the ground floor and 4883 Square feet area on the first floor of the main building;
- (b) 1384 Square feet area comprised of several Tile Shed Structures.



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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 SEALED AND DELIVERED by the abovenamed VENDORS at Kolkata in the presence of:

P. Ghose
14.12.2009
P. C. Ghose
Advocate/Partner
Sandersons & Morgans
Advocates & Solicitors
5, N.S. Rd., Kolkata - 700 001

Pambaj. Sh. Ghose
Advocate
High Court,
Kolkata

- 1) *Sami Kumar Datta*
- 2) *Sougata Dutt*
(SOUGATA DUTT)
- 2b) *Sasankhatra*
- 2c) *Arpita Ghosh*
(ARPITA GHOSH)
- 3) *Sunanda*
- 4) *Smigona Mitter*
- 5) *Swati Chosh*
- 6a) *Prabir Kumar Palit*
- 6b) *Santanu Palit*
- 6c) *Siddhartha Palit*
(Siddhartha Palit)

SIGNED SEALED AND DELIVERED by the abovenamed CONFIRMING PARTIES at Kolkata in the presence of:

P. Ghose
14.12.2009
Pambaj. Sh. Ghose
Advocate

Sachar Kumar Datta
Bhaswati Datta
(BHASWATI DATTA)



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Registrar, Hooghly
cl-7 (2) of the I. R. Act

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SIGNED on behalf of the abovenamed PURCHASERS, (1) BHUBANESHWARI DEVELOPERS PRIVATE LIMITED, (2) BHAGYALAXMI CONCLAVE PRIVATE LIMITED, (3) DHANLAXMI CONCLAVE PRIVATE LIMITED and (4) BINDHYAWASNI DEVELOPERS PRIVATE LIMITED by their common Director, Mr. Aditya Lakhotia pursuant to their respective Board Resolutions all dated 2nd November 2009 at Kolkata in the presence of:

BHUBANESHWARI DEVELOPERS PVT. LTD.
Aditya Lakhotia
Director

BHAGYALAXMI CONCLAVE PVT. LTD.
Aditya Lakhotia
Director

DHANLAXMI CONCLAVE PVT. LTD.
Aditya Lakhotia
Director

BINDHYAWASNI DEVELOPERS PVT. LTD.
Aditya Lakhotia
Director

1. Ghosh Advocate
14.12.2009

Panbaj Shastri
Advocate

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.2,52,00,000.00 (Rupees two crores fifty-two lakhs) only being the consideration in full payable under these presents by 40 several Pay Orders and 40 several cheques all of Bank of India, Ghusuri, Howrah and all dated 11th December 2009 and aggregating to Rs.2,39,10,000/= and balance Rs.12,90,000/= in cash as per the Memo written below:

MEMO OF CONSIDERATION

| <u>Pay Order No./Cheque No./Cash</u> | <u>Paid by</u> | <u>In favour of</u> | <u>Amount in Rs.</u> |
|--------------------------------------|----------------|---------------------|----------------------|
| Pay Order No.018650 | Purchaser No.4 | Samir Kumar Dutta | 516,600.00 |
| Cheque No.165453 | Purchaser No.4 | - do - | 533,400.00 |
| Pay Order No.018670 | Purchaser No.2 | - do - | 516,600.00 |
| Cheque No.165561 | Purchaser No.2 | - do - | 533,400.00 |
| Pay Order No.018660 | Purchaser No.1 | - do - | 516,600.00 |
| Cheque No.165503 | Purchaser No.1 | - do - | 533,400.00 |
| Pay Order No.018680 | Purchaser No.3 | - do - | 516,600.00 |
| Cheque No.165610 | Purchaser No.3 | - do - | 533,400.00 |
| | | c/f | 4,200,000.00 |



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Registrar, Hooghly
Secy (2) of the I. R. Act
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| | | | |
|---------------------|----------------|---------------|--------------|
| | | Balance b/f | 4,200,000.00 |
| Pay Order No.018651 | Purchaser No.4 | Sougata Dutt | 171,950.00 |
| Cheque No.165454 | Purchaser No.4 | - do - | 178,050.00 |
| Pay Order No.018671 | Purchaser No.2 | - do - | 171,950.00 |
| Cheque No.165562 | Purchaser No.2 | - do - | 178,050.00 |
| Pay Order No.018661 | Purchaser No.1 | - do - | 171,950.00 |
| Cheque No.165504 | Purchaser No.1 | - do - | 178,050.00 |
| Pay Order No.018681 | Purchaser No.3 | - do - | 171,950.00 |
| Cheque No.165611 | Purchaser No.3 | - do - | 178,050.00 |
| Pay Order No.018652 | Purchaser No.4 | Sasanka Datta | 172,325.00 |
| Cheque No.165455 | Purchaser No.4 | - do - | 177,675.00 |
| Pay Order No.018672 | Purchaser No.2 | - do - | 172,325.00 |
| Cheque No.165563 | Purchaser No.2 | - do - | 177,675.00 |
| Pay Order No.018662 | Purchaser No.1 | - do - | 172,325.00 |
| Cheque No.165505 | Purchaser No.1 | - do - | 177,675.00 |
| Pay Order No.018682 | Purchaser No.3 | - do - | 172,325.00 |
| Cheque No.165612 | Purchaser No.3 | - do - | 177,675.00 |
| Pay Order No.018653 | Purchaser No.4 | Arpita Ghosh | 172,325.00 |
| Cheque No.165456 | Purchaser No.4 | - do - | 177,675.00 |
| Pay Order No.018673 | Purchaser No.2 | - do - | 172,325.00 |
| Cheque No.165564 | Purchaser No.2 | - do - | 177,675.00 |
| Pay Order No.018663 | Purchaser No.1 | - do - | 172,325.00 |
| Cheque No.165506 | Purchaser No.1 | - do - | 177,675.00 |
| Pay Order No.018683 | Purchaser No.3 | - do - | 172,325.00 |
| Cheque No.165613 | Purchaser No.3 | - do - | 177,675.00 |
| Pay Order No.018654 | Purchaser No.4 | Sukla De | 427,775.00 |
| Cheque No.165457 | Purchaser No.4 | - do - | 622,225.00 |
| Pay Order No.018674 | Purchaser No.2 | - do - | 427,775.00 |
| Cheque No.165565 | Purchaser No.2 | - do - | 622,225.00 |
| Pay Order No.018664 | Purchaser No.1 | - do - | 427,775.00 |
| Cheque No.165507 | Purchaser No.1 | - do - | 622,225.00 |
| Pay Order No.018684 | Purchaser No.3 | - do - | 427,775.00 |
| Cheque No.165614 | Purchaser No.3 | - do - | 622,225.00 |
| Pay Order No.018655 | Purchaser No.4 | Snigdha Mitra | 427,775.00 |
| Cheque No.165458 | Purchaser No.4 | - do - | 622,225.00 |
| Pay Order No.018675 | Purchaser No.2 | - do - | 427,775.00 |
| Cheque No.165566 | Purchaser No.2 | - do - | 622,225.00 |
| Pay Order No.018665 | Purchaser No.1 | - do - | 427,775.00 |
| Cheque No.165508 | Purchaser No.1 | - do - | 622,225.00 |
| Pay Order No.018685 | Purchaser No.3 | - do - | 427,775.00 |
| Cheque No.165615 | Purchaser No.3 | - do - | 622,225.00 |
| Pay Order No.018656 | Purchaser No.4 | Swati Ghosh | 427,775.00 |
| Cheque No.165459 | Purchaser No.4 | - do - | 622,225.00 |
| Pay Order No.018676 | Purchaser No.2 | - do - | 427,775.00 |
| Cheque No.165567 | Purchaser No.2 | - do - | 622,225.00 |
| Pay Order No.018666 | Purchaser No.1 | - do - | 427,775.00 |
| Cheque No.165509 | Purchaser No.1 | - do - | 622,225.00 |
| Pay Order No.018686 | Purchaser No.3 | - do - | 427,775.00 |
| Cheque No.165616 | Purchaser No.3 | - do - | 622,225.00 |

c/f **21,000,000.00**

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Registrar, Hooghly
Secy (2) of the I. R. Act
'14 DEC 2009

| | | | |
|---------------------|----------------|--------------------|-----------------------------|
| | | Balance b/f | 21,000,000.00 |
| Pay Order No.018657 | Purchaser No.4 | Prabir Kumar Palit | 153,300.00 |
| Cheque No.165460 | Purchaser No.4 | - do - | 89,200.00 |
| CASH | Purchaser No.4 | - do - | 107,500.00 |
| Pay Order No.018677 | Purchaser No.2 | - do - | 153,300.00 |
| Cheque No.165568 | Purchaser No.2 | - do - | 89,200.00 |
| CASH | Purchaser No.2 | - do - | 107,500.00 |
| Pay Order No.018667 | Purchaser No.1 | - do - | 153,300.00 |
| Cheque No.165510 | Purchaser No.1 | - do - | 89,200.00 |
| CASH | Purchaser No.1 | - do - | 107,500.00 |
| Pay Order No.018687 | Purchaser No.3 | - do - | 153,300.00 |
| Cheque No.165617 | Purchaser No.3 | - do - | 89,200.00 |
| CASH | Purchaser No.3 | - do - | 107,500.00 |
| | | | |
| Pay Order No.018658 | Purchaser No.4 | Santanu Palit | 153,650.00 |
| Cheque No.165461 | Purchaser No.4 | - do - | 88,863.00 |
| CASH | Purchaser No.4 | - do - | 107,500.00 |
| Pay Order No.018678 | Purchaser No.2 | - do - | 153,650.00 |
| Cheque No.165569 | Purchaser No.2 | - do - | 88,863.00 |
| CASH | Purchaser No.2 | - do - | 107,500.00 |
| Pay Order No.018668 | Purchaser No.1 | - do - | 153,650.00 |
| Cheque No.165511 | Purchaser No.1 | - do - | 88,863.00 |
| CASH | Purchaser No.1 | - do - | 107,500.00 |
| Pay Order No.018688 | Purchaser No.3 | - do - | 153,650.00 |
| Cheque No.165618 | Purchaser No.3 | - do - | 88,863.00 |
| CASH | Purchaser No.3 | - do - | 107,500.00 |
| | | | |
| Pay Order No.018659 | Purchaser No.4 | Siddhartha Palit | 153,625.00 |
| Cheque No.165462 | Purchaser No.4 | - do - | 88,862.00 |
| CASH | Purchaser No.4 | - do - | 107,500.00 |
| Pay Order No.018679 | Purchaser No.2 | - do - | 153,625.00 |
| Cheque No.165570 | Purchaser No.2 | - do - | 88,862.00 |
| CASH | Purchaser No.2 | - do - | 107,500.00 |
| Pay Order No.018669 | Purchaser No.1 | - do - | 153,625.00 |
| Cheque No.165512 | Purchaser No.1 | - do - | 88,862.00 |
| CASH | Purchaser No.1 | - do - | 107,500.00 |
| Pay Order No.018689 | Purchaser No.3 | - do - | 153,625.00 |
| Cheque No.165619 | Purchaser No.3 | - do - | 88,862.00 |
| CASH | Purchaser No.3 | - do - | 107,500.00 |
| | | Total: | <u>25,200,000.00</u> |

(Rupees two crores fifty-two lakhs)

WITNESSES:

P.C. Ghose
14.12.2009
P.C. Ghose
Advocate/Partner
Sandersons & Morgans
Advocates & Solicitors
5, N.S. Rd., Kolkata-700 001












Pankaj Shaha
N. S. Rd.


1) Samir Kumar Dutta
2) Ananta Kumar
2) Sasank Kumar
2) Arpit Agnihotri
3) Sunil
4) Smigona Mitra
- Ananta Kumar














Registrar, Hooghly
sec-7 (2) of the I. R. Act.

14 DEC 2009

| <i>Finger prints of the executant</i> | | | | | |
|--|---|---|--|---|---|
|  <p><i>Suman Chandra Anta</i></p> |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Fore | Middle (Right | Ring Hand) | Little | |












| <i>Finger prints of the executant</i> | | | | | |
|--|---|---|--|---|---|
|  <p><i>Sayan Chandra</i></p> |  |  |  |  |  |
| | Little | Ring | Middle (Left | Fore Hand) | Thumb |
| |  |  |  |  |  |
| Thumb | Fore | Middle (Right | Ring Hand) | Little | |












| <i>Finger prints of the executant</i> | | | | | |
|--|---|---|--|---|---|
|  <p><i>Sasank Chandra</i></p> |  |  |  |  |  |
| | Little | Ring | Middle (Left | Fore Hand) | Thumb |
| |  |  |  |  |  |
| Thumb | Fore | Middle (Right | Ring Hand) | Little | |














[Signature]
Registrar, Hooghly
Sec-7 (2) of the I. R. Act


14 DEC 2009

| <i>Finger prints of the executant</i> | | | | | |
|---|---|---|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore (Left Hand) | Thumb |
| |  |  |  |  |  |
| Thumb | Fore | Middle (Right Hand) | Ring (Right Hand) | Little | |












| <i>Finger prints of the executant</i> | | | | | |
|---|---|---|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore (Left Hand) | Thumb |
| |  |  |  |  |  |
| Thumb | Fore | Middle (Right Hand) | Ring (Right Hand) | Little | |












| <i>Finger prints of the executant</i> | | | | | |
|---|---|---|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore (Left Hand) | Thumb |
| |  |  |  |  |  |
| Thumb | Fore | Middle (Right Hand) | Ring (Right Hand) | Little | |















Registrar, Hooghly
Rule 7 (2) of the L. R. Act


14 DEC 2009

| <i>Finger prints of the executant</i> | | | | | |
|--|---|---|---|---|---|
|  <p><i>Sureti Chosh</i></p> |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring Hand) | Little |












| <i>Finger prints of the executant</i> | | | | | |
|---|---|---|---|---|---|
|  <p><i>Prabir Kumar Palit</i></p> |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring Hand) | Little |












| <i>Finger prints of the executant</i> | | | | | |
|--|---|---|---|---|---|
|  <p><i>Unseen</i></p> |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring Hand) | Little |















Registrar, Hooghly
সি-৩ (২) of the I. R. Act

14 DEC 2009

| <i>Finger prints of the executant</i> | | | | | |
|---|---|--|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring Hand) | Little |












| <i>Finger prints of the executant</i> | | | | | |
|--|---|---|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring Hand) | Little |

| <i>Finger prints of the executant</i> | | | | | |
|---|---|--|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore Hand) | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring Hand) | Little |



[Signature]
Registrar, Hooghly
Secy (2) of the I. R. Act

14 DEC 2009

| <i>Finger prints of the executant</i> | | | | | |
|---|---|---|---|---|---|
|  |  |  |  |  |  |
| | Little | Ring | Middle | Fore | Thumb |
| | (Left Hand) | | | | |
| |  |  |  |  |  |
| Thumb | Fore | Middle | Ring | Little | |
| (Right Hand) | | | | | |

| <i>Finger prints of the executant</i> | | | | | |
|---|--------------------|-------------|---------------|-------------|---------------|
| <p>Space for pasting Photograph of the executant.</p> | | | | | |
| | Little | Ring | Middle | Fore | Thumb |
| | (Left Hand) | | | | |
| | Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | | |



[Signature]
Registrar, Hooghly
Secy (2) of the I. A. Act

14 DEC 2009

14 DEC 2009

SALE DEED PLAN

OF (1) HOLDING NO:342 KUTHIR MATH ROAD (NORTH), BAGHBAZAR, COMPRISED OF PART OF L.R. DAG NO: 360, KHATIAN NOS: 164, 303, 321 & 331 (R.S. DAG NO: 49, KHATIAN NO: 33) MEASURING 03B.-11K.-13CH.-27 SFT. (EQUIVALENT TO 117.75 SATAK) AND (2) HOLDING NO: 343 KUTHIR MATH ROAD (NORTH), BAGHBAZAR COMPRISED OF L.R. DAG NO: 361, L.R. KHATIAN NOS: 164, 303 & 321 (R.S. DAG NO: 50, KHATIAN NO: 33) MEASURING 10K. (EQUIVALENT TO 16.53 SATAK), BOTH HOLDING IN MOUZA & P.S. CHANDANNAGAR, J.L. NO: 1, WARD NO: 11 OF CHANDAN NAGAR MUNICIPAL CORPORATION, DIST. HOOGHLY

TOTAL AREA OF LAND: 04B.-01K.-13CH.-27SFT.
(AREA SHOWN IN RED BORDER)

BINDHYAWASNI DEVELOPERS PVT. LTD.

Aditya Lakhotia
Director

BHUBANESHWARI DEVELOPERS PVT. LTD.

Aditya Lakhotia
Director

DHANLAXMI CONCLAVE PVT. LTD.

Aditya Lakhotia
Director

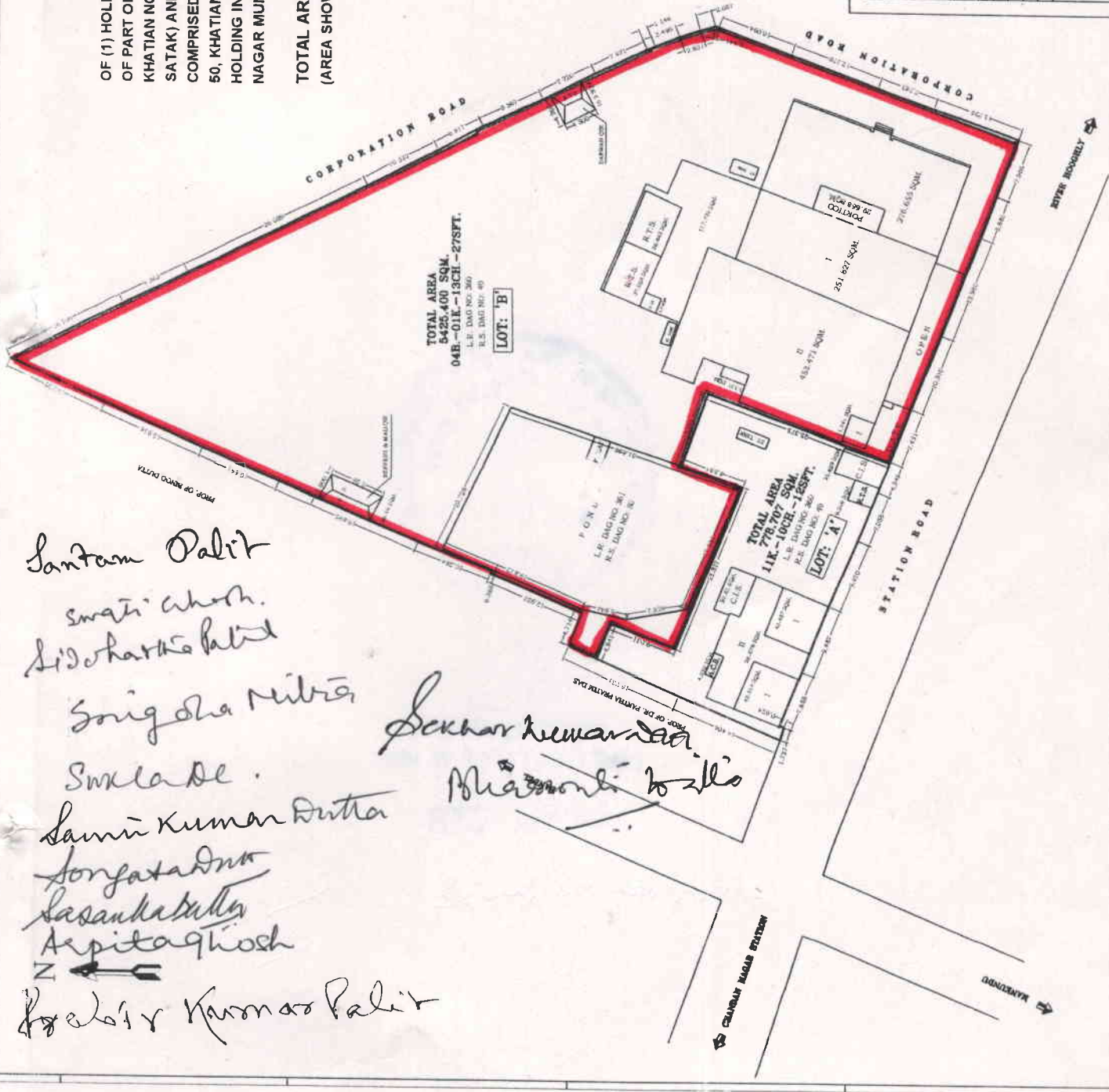
DETAIL SURVEY MAP OF LAND OF 'LAKHOTIA MEDICAL CENTRE PVT. LTD.' AT CHANDAN-NAGAR, DIST. - HOOGHLY.



S. PAL & ASSOCIATES
ARCHITECT ENGINEER SURVEYOR & CONSULTANT
87/1/A DP, P. H. GHOSH ROAD, BALI, H-WRAH
9433025766
e-mail ID: swagatpal@yahoo.co.in

APPROVED BY: CHANDAN NAGAR MUNICIPAL CORPORATION
APPROVED BY: DISTRICT MAGISTRAR
DATE: 11/03/2014
SCALE: 1:1000
DRAWN BY: S. PAL
CHECKED BY: S. PAL
DATE: 11/03/2014


| | |
|----------------------------------|----------------------------------|
| GENERAL NOTES | 1. ALL DIMENSIONS ARE IN METERS. |
| LEGENDS: | |
| 1. ALL DIMENSIONS ARE IN METERS. | |
| 2. PROPERTY LINE | |
| 3. ROAD | |
| 4. STRUCTURE | |
| 5. NORTH | |



Santam Palit
Smriti Choh.
Siddhanta Palit
Sougata Mitra
Smruti De.
Sami Kumar Dutta
Soujanya Das
Sasankabala
Arpita Ghosh
Pradyot Kumar Palit

Sankar Kumar Das
Pradyot Kumar Palit




Registrar, Hooghly
Secy (2) of the I. R. Act

14 DEC 2009



Government Of West Bengal
Office Of the D.S.R.-II HOOGHLY
District:-Hooghly

Endorsement For Deed Number : I - 01484 of 2009
(Serial No. 00994 of 2009)

On 14/12/2009

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

Presented for registration at 20.50 hrs on :14/12/2009, at the Private residence by Aditya Lakhotia, one of the Claimants.

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

Execution is admitted on 14/12/2009 by

1. Samir Kumar Dutta, son of Sankar Mouli Dutta , 1/2 Ballygunge Place, Kolkata-700019 , Thana .., By Caste Hindu, By Profession : Others
2. Sasanka Datta, son of Sadhan Kumar Dutta , 2/1 Parnasree Pally, Kolkata-700060 , Thana .., By Caste Hindu, By Profession : Others
3. Arpita Ghosh, wife of Bhaskar Ghosh , C-3/1306, L&t South City Arekere-micro Layout, Banner Ghatta Road, Banglore-560076 , Thana .., By Caste Hindu, By Profession : Others
4. Sukla De, wife of Joydev De , 14/5 Bosepukur Road, Kolkata-700042 , Thana .., By Caste Hindu, By Profession : Others
5. Swati Ghosh, wife of Pranab Chandra Ghosh , 118 Parnasree Pally, Kolkata-700060 , Thana .., By Caste Hindu, By Profession : Others
6. Bhaswati Datta, wife of Sekhar Kumar Datta , 53/2/4 Hazra Road, Kolkata-700019 , Thana .., By Caste Hindu, By Profession : Others
7. Aditya Lakhotia, Director, Bhubaneshwari Developers Private Limited, 10 Dr. Abani Dutta Road,, Howrah-711106, By Profession : Business
8. Aditya Lakhotia, Director, Bhagyalaxmi Conclave Private Limited, 10 Dr. Abani Dutta Road,, Howrah-711106, By Profession : Business
9. Aditya Lakhotia, Director, Dhanlaxmi Conclave Private Limited, 10 Dr. Abani Dutta Road,, Howrah-711106, By Profession : Business
10. Aditya Lakhotia, Director, Bindhyawasni Developers Private Limited, 10 Dr. Abani Dutta Road,, Howrah-711106, By Profession : Business

Identified By P. C. Ghosh, son of .. , .., 5 N.s. Road, Kolkata-700001 ,Thana: .., By Caste: Hindu, By Profession: Advocate.

(Subhas Chandra Majumdar)
DISTRICT SUB REGISTRAR-II OF HOOGHLY

On 15/12/2009

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



Signature
Registrar, Hooghly
Secy (2) of the I. R. An
16 DEC 2009

(Subhas Chandra Majumdar)
DISTRICT SUB REGISTRAR-II OF HOOGHLY



Government Of West Bengal
Office Of the D.S.R.-II HOOGHLY
District:-Hooghly

Endorsement For Deed Number : I - 01484 of 2009
(Serial No. 00994 of 2009)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 318769/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 15/12/2009

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.-28979511/-

Certified that the required stamp duty of this document is Rs.- 2028576 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 2023700/- is paid, by the draft number 041004, Draft Date 12/12/2009, Bank Name STATE BANK OF INDIA, Esplanade(kolkata), received on 15/12/2009

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

Execution is admitted on 15/12/2009 by

1. Sougata Dutt, son of Sadhan Kumar Dutta , Kanailal Avenue, G. T. Road(West), Chandannagar, Hooghly , Thana Chandannagar, By Caste Hindu, By Profession : Others
2. Snigdha Mitra, wife of Sukdeb Mitra , " Jyoti Chaya" Flat No. 4b, 121 Rashbehari Avenue, Kolkata-700029 , Thana .., By Caste Hindu, By Profession : Others
3. Prabir Kumar Palit, son of Saradindu Nath Palit , 2 Bhudev Mukharjee Road, Burrabazar, Hooghly , Thana Chandannagar, By Caste Hindu, By Profession : Others
4. Santanu Palit, son of Prabir Kumar Palit , 2 Bhudev Mukharjee Road, Burrabazar, Hooghly , Thana Chandannagar, By Caste Hindu, By Profession : Others
5. Siddhartha Palit, son of Prabir Kumar Palit , 2 Bhudev Mukharjee Road, Burrabazar, Hooghly , Thana Chandannagar, By Caste Hindu, By Profession : Others
6. Sekhar Kumar Datta, son of Sankar Mouli Dutta , 53/2/4 Hazra Road, Kolkata-700019 , Thana .., By Caste Hindu, By Profession : Others

Identified By P. C. Ghosh, son of .. , .., 5 N.s. Road, Kolkata-700001 ,Thana: .., By Caste: Hindu, By Profession: Advocate.



(Subhas Chandra Majumdar)
DISTRICT SUB REGISTRAR-II OF HOOGHLY

Signature
Registrar, Hooghly
No-7 (2) of the I. R. Act

16 DEC 2009

(Subhas Chandra Majumdar)
DISTRICT SUB REGISTRAR-II OF HOOGHLY

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 3354 to 3384
being No 01484 for the year 2009.




(Subhas Chandra Majumdar) 16-December-2009
DISTRICT SUB REGISTRAR-II OF HOOGHLY
Office of the D.S.R.-II HOOGHLY
West Bengal