

3946/10

4891

18



भारतीय नैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

9605/10
 19.9.39
 C 309782
 23.4.10



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

Additional Registrar
 (A-1) Kolkata
 24.4.10

THIS INDENTURE made this 23rd day of April Two Thousand Ten
 BETWEEN (1) ADITYA DUTT (PAN ADBPD7866R) son of Late Himangshu Kumar
 Dutt, (2) BHANU DATTA (PAN AUXPD4799A) son of Late Himangshu Kumar Dutt,
 (3) RANABIR DUTTA (PAN AUVPD 1588M) son of Late Himangshu Kumar
 Dutt, (4) JAJATI DUTT (PAN AUVPD 1589L) son of Late Himangshu Kumar Dutt, all

22 APR 2010

No. 11079 Value 1000/-
Date
Sold to Shahi Enclaves Pvt. Ltd.
Address
Vendor

7, 18th, N.M. Road
Gurgaon

Sealdah Civil Court
(ALOKE MUKHERJEE)

[Handwritten signature]

[Handwritten signature]

157A

SHAHI ENCLAVES PVT. LTD.

[Handwritten signature]
Director/Authorized Signatory

(RAJ KUMAR MUSADDI)

1566

[Handwritten signature]
(ADITYA DUTTA)

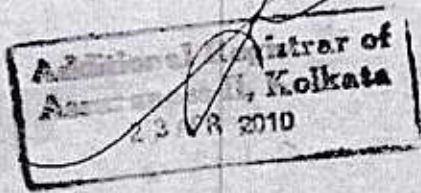
1567

[Handwritten signature]
(BHANU DATTA)

1573

[Handwritten signature]
(ANILAN DUTTA)

[Handwritten signature]



residing at No. 77, Hari Ghosh Street, Police Station Burtolla, Kolkata 700006
(5) ANIMA DUTT (PAN ADEPD3228N) daughter of Late Himangshu Kumar Dutt
 residing at No.77, Hari Ghosh Street, Police Station Burtolla, Kolkata 700006
(6) GARGI CHATTERJEE (nee Dutt) (PAN AHRPC6560B) wife of Sri Arindam
 Chatterjee and daughter of Late Himangshu Kumar Dutt residing at Block-R, Flat
 No.84, P.O. Sagar Bhanga Colony, Police Station Coke Oven, Durgapur 713211
(7) NITA DUTTA wife of Late Kanti Dutt residing at Flat No.D/4, 4th Floor, No.6
 Thakurdas Banerjee Road, Police Station Belghoria, Kolkata 700066 and **(8) AMLAN
 DUTTA**, (PAN AEFPD9997L) son of Late Kanti Dutt residing at Flat No.D/4, 4th Floor,
 No.6 Thakurdas Banerjee Road, Police Station Belghoria, Kolkata 700066, 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 legal representatives executors and
 administrators) of the **FIRST PART AND SISHIR CHOWDHURY** (PAN
 AERPC9224M) son of Late Hiranmoy Chowdhury, residing at Wireless Gate, Opposite
 Royal Park, P.O. Nona Chandanpukur, Police Station Titagarh, North 24-Parganas,
 West Bengal, hereinafter referred to as "the **CONFIRMING PARTY**" (which
 expression unless excluded by or repugnant to the subject or context shall be
 deemed to mean and include his heirs legal representatives executors and
 administrators) of the **SECOND PART AND SHAHI ENCLAVES PVT. LTD.** (PAN
 AALCS6142H), a Company incorporated under the Companies Act, 1956 having its
 registered Office at "Mani Square", Ninth floor, 164/1, Manicktala Main Road, Kolkata
 700054, represented by Mr. Raj Kumar Musaddi, one of the Directors of the
 Company, hereinafter referred to as "the **PURCHASER**" (which expression unless
 excluded by or repugnant to the subject or context shall be deemed to mean and
 include its successors or successors-in-office and/or assigns) of the **THIRD PART:**

WHEREAS:

- A. One Sachitananda Dutt, son of Late Babu Kedar Nath Dutt, was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to **All That** the municipal Premises Nos.38 & 40 Harrison Road & No.31 Mirzapur Street, Police Station Chitpur (now Muchipara), Kolkata, all adjacent and/or contiguous parcels of land, with various sheds structures constructions thereat, absolutely and forever.
- B. By a Deed of Lease dated 26th April 1919 made between the said Sachitananda Dutt therein referred to as the Lessor of the one part and Chimanlal Ganeriwalla and Brijlal Ganeriwalla therein referred to as the Lessees of the other part and registered with the District Registrar of Assurances, Calcutta, the said Sachitananda Dutt did thereby demise unto the Lessees therein **All That** the said Premises Nos.38 & 40 Harrison Road & No.31 Mirzapur Street, Kolkata containing an area of 2 (two) Bightas 4 (four)



1568 ✓

Ranabir Dutt

(RANABIR DUTTA)



1569 ✓

Jajati Dutt

(JAJATI DUTT)



1570 ✓

Anima Dutt

(ANIMA DUTT)



1571 ✓

Gargi Chatterjee

(GARGI CHATTERJEE)



1572 ✓

Nita Dutt

(NITA DUTT)



Identified by me

Paul
P. V. PAUL, s/o Late P. V. VARKE
164/1, MANICKTALA MAIN ROAD
KOLKATA - 701054
Occupation: Services
Caste: Christian

Additional Registrar of Assurances - II, Kolkata
23 APR 2010

Cottahs more or less for a term of 81 (eighty-one) years commencing on and from 1st May, 1919 at the rent and on the terms conditions and covenants therein contained (hereinafter referred to as "the said Lease").

- C. The said Three Premises namely Premises Nos.38 & 40 Harrison Road & No.31 Mirzapur Street, Kolkata were subsequently amalgamated to form one single premises and such Amalgamated Premises was separately assessed and continued to be numbered as Premises No.40 Harrison Road, Kolkata in the records of the Corporation of Calcutta (now Kolkata Municipal Corporation).
- D. The said Chhimanlal Ganeriwalla died on 17th February 1924 leaving him surviving Rameshwar Ganeriwalla, his only adopted son, as his only heir and legal representative.
- E. The said Sachitananda Dutt, who was a Hindu during his life time and also at the time of his death governed by the Dayabhaga School of Hindu Law died intestate on 16th March 1925, leaving him surviving his two sons namely, Sudhangsu Ranjan Dutt (son from the first predeceased wife) and Himangshu Kumar Dutt (son from the second wife) and his second wife Nivanani Dutt.
- F. Also in the year 1925, the said Sudhangsu Ranjan Dutt, being the elder son of Late Sachidananda Dutt, filed a suit for partition and administration in the Hon'ble High Court of Judicature at Fort William in Bengal, being Suit No. 2082 of 1925, against his brother Himangshu Kumar Dutt and his step mother. The said suit was decreed on 26th August, 1925 and in terms of the said decree, Commissioners of Partition and Referees were appointed to partition the estate of Sachidananda Dutt into two equal shares and to allot one equal half part or share thereof to the said Sudhangsu Ranjan Dutt and the remaining half part or share thereof to the said Himangshu Kumar Dutt to be held and enjoyed by them in severalty.
- G. The said Joint Commissioners of Partition filed their Return whereby and wherein the said properties were exclusively allotted to the said Himangshu Kumar Dutt.
- H. On the basis of the said Return filed by the Joint Commissioners of Partition, a final decree was passed in the said suit on 1st December, 1925. The said Himangshu Kumar Dutt subsequently mutated his name in the records of the Corporation of Calcutta as the sole and absolute owner of the said properties.

1575

Sishir chowdhury.



[Handwritten signature]

Address Registrar of
As Kolkata
23 APR 2010



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

Endorsement For Deed Number : I - 04891 of 2010
(Serial No. 03946 of 2010)

On 23/04/2010

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

Presented for registration at 13.05 hrs on :23/04/2010, at the Private residence by Raj Kr Musaddi
,Claimant.

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

Execution is admitted on 23/04/2010 by

1. Aditya Dutt, son of Lt. H. K. Dutt , 77, Hari Ghosh St, Hari Ghosh Street, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
2. Bhanu Datta, son of Lt. H. K. Dutt , 77, Hari Ghosh St, Hari Ghosh Street, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
3. Ranabir Dutta, son of Lt. H. K. Dutt , 77, Hari Ghosh St, Hari Ghosh Street, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
4. Jajati Dutt, son of Lt. H. K. Dutt , 77, Hari Ghosh St, Hari Ghosh Street, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Private Service
5. Anima Dutt, daughter of Lt. H. K. Dutt , 77, Hari Ghosh St, Hari Ghosh Street, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
6. Gargi Chatterjee Alias Gargi Dutt, wife of A. Chatterjee , Sagar Bhanga Colony , Thana:-Coke Oven, District:-Burdwan, WEST BENGAL, India, P.O. :- Pin :-713211 , By Caste Hindu, By Profession : Others
7. Nita Dutta, wife of Lt Kanti Dutt , Thakur Das Banerjee Road, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700066 , By Caste Hindu, By Profession : Others
8. Amlan Dutta, son of Lt Kanti Dutt , 6, Thakur Das Banerjee Road, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700066 , By Caste Hindu, By Profession : Others
9. Raj Kr Musaddi
Director, Shahi Enclaves Pvt. Ltd, 164/1, Manick Tala Main Road, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700054 ,
, By Profession : Others
Identified By P. V Paul, son of Lt P Varkey, 164/1, Manicktala Main Road, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700054 , By Caste: Christian, By Profession: Service.

(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

On 24/04/2010



(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

24/04/2010 14:12:00

EndorsementPage 1 of 2

- I. By an Indenture dated 22nd September 1928 made between the said Brijlal Ganeriwalla and Rameshwar Ganeriwalla therein referred to as the Ganeriwallas of the first part, one Jiban Krishna Mitter therein referred to as the Lessee of the second part and the said Himangshu Kumar Dutt therein referred to as the Lessor of the third part and registered in the office of Sub-Registrar of Assurances, Calcutta in Book I, Volume 103, Pages 78 to 82, Being No.3625 for the year 1928, it was inter alia agreed by and between the parties thereto that the said Brijlal Ganeriwalla and Rameshwar Ganeriwalla would pay 3/4th (three-fourth) share of the rent payable under the said Deed of Lease dated 26th April 1919 and shall possess and occupy portion of the said Premises No.40 Harrison Road, Kolkata shown in the map thereto annexed and marked Plots "B", "C" & "D" and the said Jiban Krishna Mitter would pay 1/4th (one-fourth) share of the rent payable under the said Deed of Lease dated 26th April 1919 and shall possess and occupy portion of the said Premises No.40 Harrison Road, Kolkata shown in the map thereto annexed and marked Plot "A" for the residue unexpired period of lease granted under the said Deed of Lease dated 26th April 1919.

- J. Under and by virtue of the Deed of Partition dated 16th March 1936 made between the said Brijlal Ganeriwalla of the First Part, the said Rameshwar Ganeriwalla of the Second Part and Lalchi Ram Rameshwar Ganeriwalla as the Confirming Party of the Third Part and registered with the Sub-Registrar, Calcutta, in Book I Volume No.34 Pages 131 to 154 Being No.1024 for the year 1936, the said Brijlal Ganeriwalla was allotted and solely became entitled to the entirety of the said Premises No.40 Harrison Road, Kolkata which was held under lease in terms of the said Indenture dated 22nd September 1928 registered with the Sub-Registrar of Assurances, Calcutta in Book I, Volume 103, Pages 78 to 82, Being No.3625 for the year 1928, to the exclusion of the said Rameshwar Ganeriwalla.

- K. The said Premises No.40 Harrison Road, Kolkata (formerly being three separate independent Premises Nos.38 & 40 Harrison Road & No.31 Mirzapur Street, Kolkata) containing on survey and measurement an area of 2 (two) Bighas 5 (five) Cottahs more or less was subsequently separated / divided into three separate and independent premises, and reassessed and renumbered by the then Corporation of Calcutta (now the Kolkata Municipal Corporation) as Premises Nos.40, 40/1 & 40/2, Harrison Road (subsequently known as Mahatma Gandhi Road), Kolkata, all adjacent and/or contiguous parcels of land, and the same are collectively described in the **SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as "**the SAID PREMISES**").

- L. Brijlal Ganeriwalla died intestate during the subsistence of the said lease leaving him surviving his only son Hari Prasad Ganeriwalla. The said Hari Prasad Ganeriwalla also died intestate in the year 1985 leaving him surviving his only son Govind Prasad Ganeriwalla.
- M. After the death of the said Hari Prasad Ganeriwalla, the said Govind Prasad Ganeriwalla was accepted as the lessee of the specified portions of the said properties and monthly rentals in respect thereof were paid by and collected from the said Govind Prasad Ganeriwalla against issuance of receipts in his favour.
- N. The said Himangshu Kumar Dutt, who was a Hindu during his life time and also at the time of his death governed by the Dayabhaga School of Hindu Law died intestate on 29th November 1991, leaving him surviving his wife Smt. Suva Dutt, his five sons namely: Aditya Dutt, Kanti Dutt, Bhanu Datta, Ranabir Dutta and Jajati Dutt, and three daughters namely: Anuva Dutt, Anima Dutt and Gargi Chatterjee (nee Dutt) as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said Premises, absolutely and forever.
- O. The said Smt. Suva Dutt, who was a Hindu during her life time and also at the time of her death governed by the Dayabhaga School of Hindu Law died intestate on 11th December 1997, leaving her surviving her five sons namely: the said Aditya Dutt, Kanti Dutt, Bhanu Datta, Ranabir Dutta and Jajati Dutt, and three daughters namely: the said Anuva Dutt, Anima Dutt and Gargi Chatterjee (nee Dutt) as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to her share in the said Premises, absolutely and forever.
- P. The said Anuva Dutta, who was a Hindu during her life time and also at the time of her death governed by the Dayabhaga School of Hindu Law died spinster (unmarried) and intestate on 13th February 2001, leaving her surviving her five brothers namely: the said Aditya Dutt, Kanti Dutt, Bhanu Datta, Ranabir Dutta and Jajati Dutt, and her two sisters namely: the said Anima Dutt and Gargi Chatterjee (nee Dutt) as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to her share in the said Premises, absolutely and forever.
- Q. The said Kanti Dutt, who was a Hindu during his life time and also at the time of his death governed by the Dayabhaga School of Hindu Law died intestate on 23rd February 2003, leaving him surviving his wife namely: Smt. Nita Dutta and only son namely: Amlan Dutta as his only heiress, heir and legal

representatives, who jointly inherited and became entitled to undivided 1/7th share in the said Premises, absolutely and forever.

- R. In the events aforesaid, the Vendors herein became and are still seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said Premises, absolutely and forever.
- S. During the continuance of the said Lease, the Lessees and/or their successors-in-interest have without authority inducted several persons in the said premises.
- T. The aboverecited Lease having expired by efflux of time, the then Owners of the said Premises namely Aditya Dutt, Bhanu Datta, Kanti Dutt, Jajati Dutt, Ranabir Dutta, Anima Dutt and Gargi Chatterjee Instituted Title Suit No.1508 of 2001 in the City Civil Court at Calcutta (Ld. XIIIth Bench) against Gopal Prasad Ganeriwala and against one Sri Gopal Krishna Mitra and one Sri Gobinda Lal Mitra being the successors-in-interest of the said Jiban Krishna Mitter, who died in the meantime, Inter alia, for recovery of khas vacant and peaceful possession of the said Premises and other reliefs.
- U. On an application being made by the Plaintiffs to the said Suit, the Learned XIIIth Bench of the City Civil Court at Calcutta by its Order No.26 dated 18th April 2005 ordered that the said Suit be withdrawn and permitted the Plaintiffs to file fresh suit.
- V. Thereafter in the year 2005, the Vendors herein instituted Title Suit No.1293 of 2005 in the City Civil Court at Calcutta (Ld. XIIIth Bench) against the heirs successors and legal representatives of the Lessees to the aboverecited First Lease and the Second Lease, namely Chanda Devi Ganeriwala, Lalit Kumar Ganeriwala, Sushil Kumar Ganeriwala, Anil Kumar Ganeriwala, Gopal Krishna Mitra and Gobinda Lal Mitra, Inter alia, for recovery of khas vacant and peaceful possession of the said Premises and other reliefs.
- W. By its Order and Decree dated 17th May 2006, the Learned XIIIth Bench of the City Civil Court at Calcutta decreed the said Suit ex-parte against the defendants thereto and ordered, Inter alia, that (i) the Plaintiffs do get a decree for recovery of khas, vacant and peaceful possession of the suit property (being the said Premises); and (ii) the Defendants do deliver khas possession of the suit property (being the said Premises) to the Plaintiffs within 60 days from the date thereof falling which the Plaintiffs would be at liberty to execute the Decree through Court.

- X. The Defendants to the said Suit having failed to comply with the said Order and Decree dated 17th May 2006, the Vendors herein put the Decree into execution by filing Title Execution Case No.72 of 2006 in the City Civil Court at Calcutta (Ld. XIIIth Bench). The said Title Execution Case No.72 of 2006 having been dropped by an order dated 14th June 2007, the Vendors have filed a fresh execution case, being Title Execution Case No. 15 of 2010. The Vendors have also filed an application, being A.L.P. No. 14 of 2010, in the Hon'ble High Court at Calcutta.
- Y. Some of the Defendants to the said Title Suit No.1293 of 2005 namely, Chanda Devi Ganeriwala, Lalit Kumar Ganeriwala, Sushil Kumar Ganeriwala and Anil Kumar Ganeriwala have filed Misc. Case No.1328 of 2006 (Smt. Chanda Devi Ganeriwala & Others -Vs- Sri Aditya Dutta & Others) praying for passing an order for setting aside the said ex-parte Decree dated 17th May 2006 passed in the said Title Suit No.1293 of 2005 and the same is pending.
- Z. The Vendors as well as the Confirming Party have held out represented before and assured the Purchaser, inter alia, as follows:
- i) That the Vendors are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said Premises, absolutely and forever free from all encumbrances and liabilities whatsoever save the matters herein recited;
 - ii) That other than the matters herein recited, there is no suit or proceeding filed by or pending against the Vendors or any of them in any Court of Law or Tribunal concerning the said Premises or any part thereof;
 - iii) That there is no order restraining the Vendors from selling conveying or transferring the said Premises;
 - iv) That the name of the predecessor-in-title of the Vendors, namely Himangshu Kumar Dutt is recorded as the owner of the said Premises in the records of the Kolkata Municipal Corporation;
 - v) That there are several structures and constructions at the said Premises all very old and dilapidated measuring about 40,000 sq. ft.;
 - vi) That the said Premises or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other

Tenancies and Lands (Acquisition & Regulation) Act, 1981, and that there is no impediment under the said West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 for the Vendors to sell convey and transfer the said premises.

- vii) That there never was nor is there any excess vacant land in the said premises or in the hands of the Vendors and/or their predecessors-in-title within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 nor is there any impediment under the provisions of the said Act of 1976 in the Vendors selling conveying and transferring the said Premises and/or their respective undivided shares therein.
- viii) That save to the extent hereinbefore recited, the said Premises is free from all encumbrances mortgages charges leases liens lispendens attachments debutters trusts uses claims demands acquisition requisition alignment and liabilities whatsoever or howsoever;
- ix) That the said Premises is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors or any of them or their predecessors for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- x) That the said Premises or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority or the Kolkata Improvement Trust or the Metro Railways or the Government or any other Public Body or Authority.
- xi) That no declaration has been made or published for acquisition or requisition of the said Premises 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 alignment under any act or case whatsoever.
- xii) That the said Premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or

anomalous mortgage under the Transfer of Property Act, any charge lien lispendens or annuity, any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, any trust resulting or constructive arising under any debutter name benami transaction or otherwise, any debutter wakf or devseva, any attachment including attachment before judgment of any Court or authority, any right of any person under any agreement or otherwise, any burden or obligation other than payment of Municipal Rates and Taxes, any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.

- xiii) That the said Premises is not affected by any right of way water light support drainage or any other easement with any other property.
- xiv) That the said Premises or any part thereof is not affected by any partition wall, common wall, drains, ways, paths or passages.
- xv) That the said Premises never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;
- xvi) That there is no legal bar or impediment or any other difficulty in the Vendors conveying the said Premises in favour of the Purchaser;

AA. The Vendor agreed to sell and transfer to the Confirming Party and the Confirming Party agreed to purchase from the Vendors **All That** the said Premises absolutely and forever free from all encumbrances and liabilities whatsoever or howsoever at or for the total consideration of **Rs.3,57,00,000/- (Rupees three crores fifty-seven lacs)** only, in pursuance whereof the Confirming Party paid to the Vendors a sum of **Rs.7,00,000/- (Rupees seven lacs)** only as earnest money and presently a sum of **Rs.3,50,00,000/- (Rupees three crores fifty lacs)** only is due and payable to the Vendors as balance consideration.

BB. The Confirming Party has since nominated the Purchaser herein to the Vendors, to complete the purchase of and to own the said Premises from the Vendors in place and stead of and as the nominee of the Confirming Party, which nomination the Vendors and each one of them have duly accepted. The Purchaser has duly reimbursed to the Confirming Party the entire consideration of **Rs.7,00,000/- (Rupees seven lacs)** only paid by the Confirming Party to the Vendors in earnest as aforesaid and also paid the entire agreed consideration and nomination bargain money and/or charges in

a sum of **Rs.2,23,00,000/-** (Rupees two crores twenty three lacs) only agreed to be paid by the Purchaser to the Confirming Party for such nomination.

- CC. The Purchaser has at or before the execution hereof paid to the Vendors the said balance consideration of **Rs.3,50,00,000/-** (Rupees three crores fifty lacs) only and the Vendors are now completing the sale of the said Premises in favour of the Purchaser by executing these presents and the Confirming Party has joined in as a party to and executing these presents thereby concurring confirming and assuring such sale transfer and conveyance in favour of the Purchaser.
- DD. The Vendors as well as the Confirming Party admit and acknowledge that the Purchaser has agreed to purchase the said Premises relying on various representations and assurances made by the Vendors and the Confirming Party from time to time, including those hereinbefore contained, and believing the same to be true and correct and acting on faith thereof, and also on the condition that the said Premises shall be sold absolutely and forever free from all encumbrances and liabilities whatsoever or howsoever **Together With** the assignment of the said Decree dated 17th May 2006 of the Learned XIIIth Bench of the City Civil Court at Calcutta in the said Title Suit No.1293 of 2005 and/or the benefits thereof and also the rights benefit and liberty to execute the same in the said Execution Proceedings and/or by instituting fresh Execution Proceedings.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs.3,57,00,000/-** (Rupees three crores fifty-seven lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do and each of them doth hereby as also by **Memo of Consideration No.1** hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the said Premises and the other properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) **and** in further consideration of the sum of **Rs.2,23,00,000/-** (Rupees two crore twenty three lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Confirming Party paid at or before the execution hereof (the receipt whereof the Confirming Party doth hereby as also by **Memo of Consideration No.2** hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the said Premises and the other properties benefits advantages and rights hereby granted sold conveyed transferred assigned and

assured or expressed or intended so to be) the Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure and the Confirming Party doth hereby concur confirm and assure unto and to the Purchaser **ALL THAT** the very old and dilapidated brick built messuages tenements hereditaments sheds structures and measuring about 40,000 sft. constructed at or at a part of the said 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 2 (two) Bighas 5 (five) Cottahs more or less situate lying at and being municipal Premises Nos.40, 40/1 and 40/2, Mahatma Gandhi Road (formerly being one single Premises No.40, Harrison Road and prior thereto being three separate and independent Premises Nos.38 & 40, Harrison Road and No.31, Mirzapur Street), Kolkata, all adjacent and/or contiguous parcels of land, under Police Station Muchipara, Kolkata 700009, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as "**the SAID PREMISES**" **AND ALSO** hereby assign and transfer the said Decree dated 17th May 2006 made by the Learned XIIIth Bench of the City Civil Court at Calcutta in the said Title Suit No.1293 of 2005 and all benefits thereof and also the rights benefits and liberties to execute the same in the Execution Proceedings hereinbefore recited and/or by instituting fresh Execution Proceedings, **with** right to the Purchaser to be substituted in place and stead of the Vendors in the above recited Execution Case and also all antecedent and/or connected proceedings **AND** all the entire ownership share rights title interest of the Vendors into or upon the said Premises and all rights benefits advantages appurtenances and appendages connected and/or attributable thereto **TOGETHER WITH** all rights benefits advantages appurtenances and appendages connected and/or attributable to the said Premises **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound compound walls areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Premises 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** all the legal incidents thereof **AND** reversion or reversions remainder or remainders **and** the rents issues and profits thereof and all and every part thereof **AND** all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors and each of them into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidence of title which in anywise relate to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be

which now are or hereafter shall or may be in possession power or control of the Vendors or any of them or any other person or persons from whom the Vendors or any of them can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser absolutely and forever free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters leases tenancies thika tenancies occupancy rights claims demands acquisition requisition alignment and liabilities whatsoever or howsoever **Save** matters hereinbefore recited.

II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors done committed executed or knowingly permitted or suffered to the contrary the Vendors have been and are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits advantages 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;
- (iii) **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 advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed, or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits advantages 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 leases tenancies occupancy rights restrictive covenants lispendens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendors or any of them 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 or their predecessors-in-title **Save** matters hereinbefore recited;

- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits advantages 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 of them or the Confirming Party or any person or persons having or lawfully rightfully or equitably claiming as aforesaid;
- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or any of them or any 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 restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or the Confirming Party or any person or persons claiming as aforesaid **Save** matters hereinbefore recited;
- (vii) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the said premises or any part thereof through under or in trust for the Vendors or any of them or their predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser 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 advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser;

- (viii) **AND ALSO THAT** the Vendors and the Confirming Party shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendors to the said Premises or by reason of any of the representations declarations and assurances made by the Vendors and/or the Confirming Party herein being found to be untrue, incorrect, false or misleading.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the old and dilapidated brick built messuages tenements hereditaments sheds structures and measuring about 40,000 sft. 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 2 (two) Bighas 5 (five) Cottahs more or less situate lying at and being municipal Premises Nos.40, 40/1 & 40/2, Mahatma Gandhi Road (formerly being one single Premises No.40, Harrison Road and prior thereto being three separate and independent Premises Nos.38 & 40, Harrison Road & No.31, Mirzapur Street), Kolkata, all adjacent and/or contiguous parcels of land, under Police Station Muchipara, Kolkata 700009, under Sub-Registration Office, Kolkata within the limits of The Kolkata Municipal Corporation, Ward.No.49, as delineated in the plan annexed hereto whereupon all the three premises are duly bordered in "Red" and butted and bounded as follows:

- On the North** : Partly by Mahatma Gandhi Road and partly by Surya Sen Street, Kolkata;
- On the South** : Partly by Noor Mohammed Lane and partly each by Premises No. 16/4, Noor Mohammed Lane and partly by Premises No. 136, Akhil Mistri Lane;
- On the East** : Partly by Premises No.36/1, Mahatma Gandhi Road, Kolkata and partly by Premises No. 16/1, Noor Mohammed Lane and partly by Municipal Road known as Noor Mohammed Lane, Kolkata;

On the West : By Sradhananda Park, Kolkata.

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

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:

1) Arindam Chatterjee

ARINDAM CHATTERJEE
S/O Late DEVABRATA CHATTERJEE
of R-84, SAGARBHANGA HOUSING COLONY,
DURGAPUR- 713211.

2) Delishish Dhar,
S/O D.L. Dhar,
2/A B.N. Sarani,
P.O. Nef. Bldg.,
Cool. 700122

Shriji Singh
anand
Ramesh Singh
Jyoti Dutt

Amira Dutt
Gayi Chatterjee

Nita Dutt
Anand Datta

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

2) Delishish Dhar,
Arindam Chatterjee

Bishw Chowdhury

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

Rakhecha
(P. M. RAKHECHA)
164/1, M. M. Road,
Kolkata - 700054

SHAHI ENCLAVES PVT. LTD.

Raj Kumar Musaddi
Director/Authorized Signatory

RECEIPT AND MEMO OF CONSIDERATION NO.1:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs.3,57,00,000/-** (Rupees Three Crores Fifty Seven Lacs) only being the consideration in full payable under these presents to the Vendors as per Memo written hereinbelow:

MEMO OF CONSIDERATION NO.1:

Sl.No.	Particulars	(Rs.)	Total Amount (Rs.)
1.	By payment to Aditya Dutt :		
(a)	Out of cheque No. 989865 dated 16.12.2009 drawn on HDFC Bank, Kolkata, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	1,00,000/-	
(b)	Out of Banker's Cheque No. 053486 dated 21.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of Purchase	50,00,000/-	51,00,000/-
2.	By payment to Bhanu Datta :		
(a)	Out of Cheque No. 061929 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	1,00,000/-	
(b)	Out of Banker's Cheque No. 053487 dated 21.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of the Purchaser	50,00,000/-	51,00,000/-
3.	By payment to Ranabir Dutta :		
(a)	Out of Cheque No. 061931 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	1,00,000/-	
(b)	Out of Banker's Cheque No. 053578 dated 23.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of the Purchaser	50,00,000/-	51,00,000/-

Aditya Dutt
Jayati Dutt
Bhanu Datta
Ranabir Dutta
Nita Datta
Ankur Datta

4.	By payment to Jajati Dutt :		
(a)	Out of Cheque No. 061930 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	1,00,000/-	
(b)	Out of Banker's Cheque No. 053489 dated 21.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of the Purchaser	50,00,000/-	51,00,000/-
5.	By payment to Anima Dutt :		
(a)	Out of Cheque No. 061932 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	1,00,000/-	
(b)	Out of Banker's Cheque No. 053579 dated 23.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of the Purchaser	50,00,000/-	51,00,000/-
6.	By payment to Gargi Chatterjee (Nee Dutt):		
(a)	Out of Cheque No. 061933 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	1,00,000/-	
(b)	Out of Demand Draft No. 016477 dated 22.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata payable at Durgapur on behalf of the Purchaser	50,00,000/-	51,00,000/-
7.	By payment to Nita Dutta :		
(a)	Out of Cheque No. 061934 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	50,000/-	
(b)	Out of Banker's Cheque No. 053491 dated 21.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of the Purchaser	25,00,000/-	25,50,000/-

Handwritten signatures and names:
 Jajati Dutt
 Anima Dutt
 Gargi Chatterjee
 Nita Dutt
 Anima Dutt

8.	By payment to Amlan Dutta :		
(a)	Out of Cheque No. 061935 dated 16.12.2009 drawn on Indian Overseas Bank, Barrackpore Branch, by the Confirming Party due reimbursement whereof has since been made by the Purchaser to the Confirming Party	50,000/-	
(b)	Out of Banker's Cheque No. 053492 dated 21.04.2010 drawn by Axis Bank, Kankurgachi Branch, Kolkata on behalf of the Purchaser	25,00,000/-	25,50,000/-
	Total:		3,57,00,000/-

(Rupees Three Crores Fifty Seven Lacs) only

WITNESSES

Arindam Chatterjee

ARINDAM CHATTERJEE
S/o Late DEVABRATA CHATTERJEE
of R-84, SAGARBHANGA HOUSING COLONY,
DURGAPUR-713211.

2) Debajish Dhor.
S/o D.L. Dhor.
2/B.B.N. Sarani. P.O. Ncp.
Barrackpore. Cal-700122

Aditya Dutt

(ADITYA DUTT)

Bhanu Datta

(BHANU DATTA)

Ranabir Dutt

(RANABIR DUTTA)

Jajati Dutt

(JAJATI DUTT)

Anima Dutt

(ANIMA DUTT)

Gargi Chatterjee

(GARGI CHATTERJEE, NEE DUTT)

Nita Dutt

(NITA DUTTA)

Amlan Dutta

(AMLAN DUTTA)

WITNESSES:

(1)

(2)

RECEIPT AND MEMO OF CONSIDERATION NO.2:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs.2,23,00,000/-** (Rupees Two Crores Twenty Three Lacs) only being the nomination Bargain Money in full payable under these presents to the Confirming Party as per Memo written hereinbelow:

MEMO OF CONSIDERATION NO.2:

1.	By and out of Banker's Cheque No. <u>052531</u> dated 23.04.2010 drawn by Axis Bank Ltd., Kankurgachi Branch, Kolkata, on behalf of the Purchaser	Rs.	93,00,000/-
2.	By and out of Cheque No. 044936 dated 23.04.2010 drawn by the Purchaser on Axis Bank Ltd., Kankurgachi Branch, Kolkata,	Rs.	1,30,00,000/-
Total :		Rs.	2,23,00,000/-

(Rupees Two Crores Twenty Three Lacs) only

Sishir Chowdhury
(SISHIR CHOWDHURY)

WITNESSES:

(1) *[Signature]*

(2) *Dalbish Dhar*

Mahendra Teipalki
Mahendra Teipalki
Advocate
High Court, Cal.