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1017/12



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

A 369645

1999/12
 1,57,81,38
 30/1/12



REG. REGISTRAR OF ASSURANCE

Certified that the Document is admissible to Registration. The Signatures Sheet and its counterpart sheets attached to this document are the part of this Document.

[Signature]
 Additional Registrar
 of Assurance-If. Kolkata
 31.01.12

THIS INDENTURE made this 30th day
 of January Two Thousand Twelve BETWEEN

Contd.P/2

238/12

24/12
300

30/1/12

25 JAN 2012

SL. No. 36400 DATE.....
NAME.....
ADD.....
AMT..... 50000 (Five Thousand only) Vol-1

Orchid Vatika Pvt. Ltd 2 ORS

P-10, New Howrah Bridge Approach Rd

Soumitra



551

ORCHID VATIKA PVT. LTD.

Soumitra

Director

Bhaskar
REGISTRAR GENERAL
LICENSING OFFICER
KOLKATA REGISTRATION OFFICE

Hollyhock Mercantile Pvt. Ltd.

Soumitra

Director/Authorised Signataries



550

Nand Kumar Bhattacharya



552

Nand Kumar Bhattacharya

Handwritten signature/initials

Arindam Mukherjee

30 JAN 2012

SRI NAND KUMAR BHATTER (PAN : ADIPB 4605 R) son of Sri Hardayal Bhattar, by faith Hindu, by occupation-Business by nationality Indian and **SRI ARVIND KUMAR BHATTER** (PAN : AHFPB 3039 G) son of Sri Prabhu Dayal Bhattar, by faith Hindu, by occupation-Business, by nationality Indian both residing at 30, Kali Krishna Tagore Street, Kolkata - 700 007, P. S. Jorabagan, in the town of Kolkata, hereinafter jointly referred to as the "**VENDORS**" (which expression shall, unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

(1) **M/S. ORCHID VATIKA (P) LTD.**, (PAN : AABCO 5725 G) a company incorporated under the Companies Act, 1956 having its registered office at P-10, New Howrah Bridge Approach Road, P.S. - Burrabazar, Kolkata - 700 001, represented by its Director **SRI SUSHIL KUMAR AGARWALA** son of Sri Gajanand Agarwala of 9, Bikram Garh, P.S. - Jadavpur, Kolkata - 700 032, (2) **M/S. JAYDITYA INFRASTRUCTURE (P) LTD.** (PAN : AACCCJ 7385 A) a company incorporated under the Companies Act, 1956 having its registered office at Room No. 102, 1ST Floor, Narayani Building, 27, Brabourne Road, P.S.- Hare Street, Kolkata - 700 001, represented by its Director **SRI NARESH AGARWAL** son of Sri Shankarlal Agarwal residing at Ganges Garden, Phase - II, Block GA-6, 106, K.C Sigha Road, P.S. - Shibpur, Howrah - 711 102 (3) **HOLLYHOCK MERCANTILE (P) LTD.** (PAN : AACCH 8178 H) a company incorporated under the Companies Act, 1956 having its registered office at 84A, C.R. Avenue, P.S. - Bowbazar, Kolkata - 700 012, represented by its Director **MR. SUSHIL KUMAR AGARWALA** son of Sri Gajanand Agarwala of 9, Bikram Garh, P.S. - Jadavpur, Kolkata - 700 032, (4) **AMAL BUILDERS (P) LTD.** (PAN : AAKCA 0692 H) a company incorporated under the Companies Act, 1956 having its registered office at 14, Netaji Subhash Road, P.S. - Hare Street, Kolkata - 700 001, represented by its Director **SRI ABINASH MORE** son of

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Sri Rajendra Prasad Agarwal residing at 18A, Mayfair Road, P.S. - Karaya, Kolkata - 700 019 hereinafter collectively referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective successors, successors-in-office, representatives and assigns) of the SECOND PART.

WHEREAS one Kumar Manmatha Nath Mitra Bahadur was the absolute owner of messuages lands hereditaments and premises No. 34, Shyampukur Street, in the town of Calcutta.

AND WHEREAS the said Kumar Manmatha Nath Mitra Bahadur left a will dated 24th August, 1934 and two codicils thereto dated 24th August 1934 and 22nd September, 1934 respectively.

AND WHEREAS by the aforesaid will he divided his dwelling house i.e., premises No. 34, Shyampukur Street, Calcutta into six portions shown in the plan annexed thereto.

AND WHEREAS one Bijoy Kumar Mitra Bahadur, now deceased, the sixth son of the aforesaid Kumar Manmatha Nath Mitra Bahadur was given inter alia, the property (mentioned in Schedule "Una" of the aforesaid will) measuring about 14 (fourteen) Cattahs 9 (Nine) Chittacks 32.76 sq.ft. more or less.

AND WHEREAS the aforesaid will of Late Kumar Manmatha Nath Mitra Bahadur was probated in the year 1935 before the Hon'ble High Court at Calcutta.

AND WHEREAS Hemanta Kumar Mitra one of the Executors and a Legatee of Late Kumar Manmatha Nath Mitra Bahadur filed a partition and administration Suit (Suit No. 4764 of 1951) in the High Court at Calcutta in its Ordinary Original Civil Jurisdiction for construction of the

will dated 24-08-1934 and the codicils dated 24-08-1934 and 22-09-1934 respectively of Kumar Manmatha Nath . Mitra Bahadur deceased, declaration of the rights of the parties and/or partition and/or distribution of the properties among the parties.

AND WHEREAS the aforesaid Bijoy Kumar Mitra now deceased was the defendant No. 3 in the aforesaid suit and after the demise of the said Bijoy Kumar Mitra who died intestate, his three sons, Sri Amiya Kumar Mitra, Sri Panchcowrie Mitra and Sri Sasanka Kumar Mitra as his only legal heirs and representatives were substituted in the said suit and made parties as defendant Nos. 3A, 3B and 3C respectively;

AND WHEREAS the aforesaid suit was decreed in preliminary form on 10-05-1965 and final decree in respect of immovable properties was passed on 25-09-1981 in the said suit by the Hon'ble High Court at Calcutta.

AND WHEREAS the aforesaid Amiya Kumar Mitra, Panchcowrie Mitra and Sasanka Kumar Mitra, sons of Late Bijoy Kumar Mitra were absolutely seized and possessed of or otherwise well and sufficiently entitled to premises with brick built structures standing thereon (dilapidated condition) TOGETHER WITH piece and parcel of land thereunto belonging whereon or on part whereof the same is erected and built containing 14 (fourteen) Cottahs 9 (Nine) Chittacks 32.76 sq.ft. more or less. in two contiguous plots separated by a 20 ft. wide common passage running South to North from Shyampukur Street, situate lying at and being portion of the said Premises No. 34, Shyampukur Street, Calcutta - 700 004.

AND WHEREAS the names of the said Amiya Kumar Mitra, Panchcowrie Mitra and Sasanka Kumar Mitra sons of Late Bijoy Kumar Mitra mutated their names as the owners of the said premises with brick built structures standing thereon (dilapidated condition) TOGETHER WITH piece and parcel of land thereunto belonging whereon or on part whereof the same was erected and built containing 14 (fourteen) Cottahs 9 (Nine)

Chittacks 32.76 sq.ft. more or less in two contiguous plots separated by a 20 ft. wide common passage as hereinbefore recited situate lying at and previously being portion of the said Premises No. 34, Shyampukur Street, Calcutta - 700 004, now numbered as premises No. 34B, Shyampukur Street, Calcutta - 700 004.

AND WHEREAS by a Deed of Conveyance made on 22nd day of August, 1986 and made between the said Sri Amiya Kumar Mitra son of late Bijoy Kumar Mitra represented by his constituted Attorney Sri Panchcowrie Mitra son of Late Bijay Kumar Mitra described therein as the Vendor of the one part and Sri Arvind Kumar Bhattar son of Sri Hardayal Bhattar one of the Vendors herein described therein as the Purchaser of the other part, the said Sri Amiya Kumar Mitra the Vendor therein named sold, transferred and conveyed ALL THAT the undivided $\frac{1}{2}$ rd part or share of and in all that piece and parcel of land measuage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less alongwith brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata-700 004, in two contiguous portions separated by a 20' wide common passage, in favour of one of the Vendors herein as such Purchaser therein named i.e. to say the said Sri Arvind Kumar Bhattar for valuable consideration therein mentioned and more particularly described in the Schedule thereunder written and delineated in the plan annexed thereto and thereon bordered green and the said Deed of Conveyance was registered in the office of the Sub-Registrar of Assurances at Calcutta and recorded therein in Book No.1, Volume No. 245, Pages 409 to 426, Being No. 10773 for the year 1986 and delivered possession thereof.

AND WHEREAS by another Deed of Conveyance made on 22nd day of August, 1986 and made between the said Sri Panchcowrie Mitra, Son of

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Late Bijoy Kumar Mitra described therein as the Vendor of the One Part and Sri Nand Kumar Bhattar son of Sri Har Dayal Bhattar the other Vendor herein described therein as the Purchaser of the Other Part the said Sri Panchcowrie Mitra the Vendor therein named sold, transferred and conveyed ALL THAT the undivided $\frac{1}{2}$ rd part or share of and in all that piece and parcel of land messuage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less alongwith, brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata - 700 004, in two contiguous portions separated by a 20' wide common passage, in favour of the other Vendor herein as such Purchaser therein named i.e to say the said Sri Nand Kumar Bhattar for valuable consideration therein mentioned and more particularly described in the Schedule thereunder written and delineated in the plan annexed thereto and thereon bordered green and the said Deed of Conveyance was registered in the office of the Sub-Registrar of Assurances at Calcutta and recorded therein in Book No.1, Volume No. 245, Pages 389 to 408, Being No. 10772 for the year 1986 and delivered possession thereof.

AND WHEREAS by another Deed of Conveyance made on 22nd day of August, 1986 and made between the said Sri Sasanka Kumar Mitra, Son of Late Bijoy Kumar Mitra described therein as the Vendor of the One Part and Smt. Sree Kumari Bhattar wife of Sri Prabhu Dayal Bhattar described therein as the Purchaser of the Other Part, the said Sri Sasanka Kumar Mitra the Vendor therein named sold transferred and conveyed ALL THAT the undivided $\frac{1}{2}$ rd part or share of and in all that piece and parcel of land measuage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less along with brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways,

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passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata - 700 004, in two contiguous portions separated by a 20' wide common passage, in favour of the said Smt. Sree Kumari Bhattar the Purchaser therein named for valuable consideration therein mentioned and more particularly described in the Schedule thereunder written and delineated in the plan annexed thereto and thereon bordered green and the said Deed of Conveyance was registered in the office of the Sub-Registrar of Assurances at Calcutta and recorded therein in Book No.1, Volume No. 245, Pages 371 to 388, Being No. 10771 for the year 1986 and delivered possession thereof.

AND WHEREAS since aforesaid Purchases, the said Sri Arvind Kumar Bhattar one of the Vendors herein, Sri Nand Kumar Bhattar the other Vendor herein and the said Smt. Sree Kumari Bhattar are the joint Owners of ALL THAT the piece and parcel of land meausage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less along with brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata-700 004, in two contiguous portions separated by a 20' wide common passage and hereinafter collectively referred to as the "Entire Property" and got their names collectively mutated in the records of the Calcutta Municipal Corporation in respect of the said Entire Property being known as Municipal Premises No. 34B, Shyam Pukur Street, Calcutta-700 004 and are paying taxes regularly, each having an undivided 1/3rd share in aforesaid Entire Property.

AND WHEREAS by a Deed of Partition dated 16.12.2005 made between the said Smt. Sree Kumari Bhattar therein referred to as the First Party of the First Part, Sri Nand Kumar Bhattar one of the Vendors herein therein referred to as the Second Party of the Second Part and the said Sri Arvind

Kumar Bhattar the other Vendor herein therein referred to as the Third Party of the Third Part in respect of the said Entire Property divided into two lots one western portion marked as Lot 'A' and another eastern portion marked as Lot 'B' separated by 20 ft. wide common passage running between the two portions of the said Entire Property from south to north. The said western portion marked as Lot "A" of the said Entire Property measuring 7 Cottahs 0 Chittacks 40.58 sq.ft. be the same a little more or less out of which 3478.50 sq.ft. of land area and 1876.50 sq.ft. of land area respectively togetherwith old dilapidated structure measuring 380.75 sq.ft. standing thereon according to their respective shares of land area as aforesaid was mutually and amicably allotted to the said Sri Nand Kumar Bhattar one of the Vendors herein and the said Sri Arvind Kumar Bhattar the other Vendor herein i.e. to say the Vendors herein jointly and absolutely and morefully and particularly described in the Second Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in the boundary lines in RED Verge marked as Lot "A" and the said eastern portion marked as Lot "B" of the said Entire Property measuring 7 Cottahs 7 Chittacks 0 sq.ft. be the same a little more or less out of which 1602.02 sq.ft. of land area and 3478.50 sq.ft. of land area respectively togetherwith old dilapidated structure measuring 185.55 sq.ft. standing thereon according to their respective shares of land area was mutually and amicably allotted to the said Sri Arvind Kumar Bhattar one of the Vendors herein and the said Smt. Sree Kumari Bhattar jointly and absolutely and morefully and particularly described in the Third Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in the boundary lines in YELLOW Verge marked as Lot "B" and the said Deed of Partition was registered in the office of the Addl. Registrar of Assurances - II Kolkata and recorded therein in Book No.1, Volume No. 1, Pages 1 to 29, Being No. 2069 for the year 2006.

AND WHEREAS by a Deed of Declaration dated the 30th day of January, 2012 and made between the said Smt. Sree Kumari Bhattar therein

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referred to as the First Party of the First Part, the said Sri Nand Kumar Bhattar one of the Vendors herein therein referred to as the Second Party of the Second Part and the said Sri Arvind Kumar Bhattar the other Vendor herein therein referred to as the Third Party of the Third Part and presented for registration at the Office of the Additional Registrar of Assurances - II, Kolkata, it was inter alia declared that the allotment of the shares in respect of the said Entire Property and allotted to the said Sri Arvind Kumar Bhattar the other Vendor herein therein referred to as the Third Party of the Third Part and described in clauses 1 and 2 of the operative portion of the said Deed of Partition dated the 16th day of December 2005 be rectified in manner therein contained.

AND WHEREAS the Vendors herein are the absolute joint owners of land measuring 7 Cottahs 0 Chittacks 40.58 sq.ft. be the same a little more or less togetherwith old dilapidated structure measuring 380.75 sq.ft. standing thereon being the portion of premises No. 34B, Shyam Pukur Street, in the town of Kolkata and marked as Lot "A" together with all rights benefits easements and advantages of and in the said 20' wide common passage and hereinafter collectively referred to as the "said Property" morefully and particularly mentioned and described in the Schedule hereunder written together with all rights in common areas, sewers, drains, water courses, lights, liberties, easements, appendages and appurtenances whatsoever. The said Sri Nand Kumar Bhattar one of the Vendors herein is the Owner of undivided 3478.50 Square feet of land and the said Sri Arvind Kumar Bhattar the other Vendor herein is the Owner of the remaining undivided 1602.08 Square feet both out of 7 cottahs 0 Chittacks 40.58 Sq.ft. in Lot "A" and comprised in the said Property free from all encumbrances and liabilities whatsoever and got their names mutated in the records of Kolkata Municipal Corporation being premises No. 34B, Shyam Pukur Street, in the town of Kolkata under Assessee No. 110104201556 and paying regular taxes.

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AND WHEREAS the Vendors abovenamed have represented and assured the Purchasers herein as follow: -

- a) That the Vendors are jointly seised and possessed of or otherwise well and sufficiently entitled to the said property or the Schedule property hereunder written and hereinbefore as well as hereinafter referred to as the "said Property".
- b) That the Vendors are jointly in exclusive khas possession and occupation of the said Property and that no one has any claim over and in respect of the said Property other than the Vendors herein.
- c) That the "said Property" is free from all encumbrances, charges, liens, lispendens, claims, demands, liabilities, acquisition, requisition, alignments and trust whatsoever.
- d) That the Vendors have not entered into any agreement for sale of the said Property with anybody other than the Purchasers herein.
- e) That the "said Property" is not affected by any attachment including attachment under any certificate case of any proceeding started at the instance of the Income Tax authorities or Estate Duty authorities or other Government authorities under the public demands Recovery Act or any other Acts or other wise whatsoever AND THAT there is no certificate case or proceedings pendings against the Vendors for realisation of arrears of Income Tax or other Taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- f) That the said Property is not subject to any acquisition or requisition proceedings.
- g) That there is no suit or proceedings pending in any court of law in respect of the said Property or any part thereof.

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- h) That Vendors shall indemnify to the Purchasers in all respects if the title of the said Property is found to be defective or not fully transferable to the Purchasers as intended herein.

AND WHEREAS relying on the aforesaid representations and assurances of the Vendors and believing the same to be true and correct and acting on the good faith thereof the Purchasers have agreed to purchase absolutely ALL THAT the piece or parcel of land measuring 7 Cottahs 0 Chittacks 40.58 sq.ft. be the same a little more or less togetherwith old dilapidated structure measuring 380.75 sq.ft. standing thereon according to documents of title but according to actual measurement the same is found to contain an area of 460 sq.ft. situate lying at and being Municipal Premises No. 34B, Shyampukur Street, Kolkata-700 004, P. S. - Shyampukur, Ward No. 10 under The Kolkata Municipal Corporation and delineated in the map or plan hereto annexed and thereon bordered RED together with all rights, benefits, easements and advantages of and in the 20' wide common passage and also delineated in the said map or plan hereto annexed and thereon bordered YELLOW and hereinbefore as well as hereinafter collectively referred to as the "said Property" more particularly described in the Schedule hereunder written at or for the total consideration of Rs. 1,57,00,308/- (Rupees One Crore Fifty Seven Lacs Three Hundred Eight) Only free from all encumbrances liabilities whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1,57,00,308/- (Rupees One Crore Fifty Seven Lacs Three Hundred Eight) Only of lawful money of the Union of India well and truly paid by the Purchasers to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby, as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the said property messuages, lands, hereditaments and premises hereby sold) the Vendors as absolute and beneficial Owners do

and each of them doth hereby absolutely indefeasibly and for ever grant, convey, sell, transfer, assign and assure unto the Purchasers ALL THAT the piece and parcel of land containing an area of 7 Cotthas 0 Chittacks 40.58 sq. ft. more or less together with brick built structures dilapidated (in condition) measuring 380.75 sq. ft. standing thereon according to documents of title but according to actual measurement the same is found to contain an area of 460 sq.ft. situate lying at and being premises No 34B, Shyampukur Street, Calcutta - 700 004 P.S.-Shyampukur, K.M.C. Ward No. 10 and delineated in the map or plan hereto annexed and thereon bordered RED together with all rights, benefits, easements and advantages of and in the 20 ft. wide common passage running South to North from Shyampukur street and also delineated in the said map or plan hereto annexed and thereon bordered YELLOW more fully described in the Schedule hereunder written and hereinbefore as well as hereinafter for the sake of brevity collectively referred to as "the said property" OR **HOWSOEVER OTHERWISE** the said property or any part thereof now are or is or heretofore were or was situated butted, bounded called known numbered described or distinguished **TOGETHER WITH** all buildings, walls, structures garages, electric wiring, fittings, fixtures, areas, fences, sewers, drains, ditches, paths, passages, lights, waters, water-courses and all manner of rights liberties easements, privileges advantages emoluments and appurtenances whatsoever belonging or in anywise appertaining to the said property or any part thereof or which with the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed or accented reputed deemed taken or known as part or parcel or matter thereof or appurtenant thereto AND the reversion and reversions, remainder and reminders and the rents issues and profits thereof and every part thereof and all legal incidents thereof and all the estate right title interest property inheritance possession use claim and demand whatsoever of the Vendors into or upon the said property and every part thereof **TOGETHER WITH** all deeds pattahs-muniments writings and evidences of title, if any in anywise relating to or concerning the said property or any part thereof which now are or hereafter shall or may be in the custody possession power or control of the Vendors or any of them or

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any other person or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law AND ALSO TOGETHER WITH all benefits available to the Vendors for production of title deeds concerning the said property TO HAVE And TO HOLD the said property hereby granted transferred and conveyed or expressed or intended so to be and every part thereof TOGETHER WITH all and every of their rights and appurtenances unto the Purchasers absolutely and for ever and free from all encumbrances, trust liens, lispendens, attachments, boundary disputes suits actions acquisitions requisitions proceedings but subject to payment of usual rates and taxes in respect thereof and the Vendors do and each of them doth hereby for themselves and their respective heirs executors administrators and representatives covenant with the Purchasers that notwithstanding any act deeds things by the Vendors or any of them done or executed or knowingly suffered to the contrary the Vendors are lawfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and/or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendors have good right full power absolute authority and indefeasible title to grant the said property hereby granted or expressed, so to be unto and to use of the Purchasers in manner aforesaid and the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said property and receive and enjoy the rents issues and profits thereof without any lawful eviction interruption claims or demand whatsoever from of or by or in trust for the Vendors or any of them and that freely and clearly and free from all encumbrances whatsoever made or suffered by the Vendors or any of them or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from through under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers

Contd.P/14

do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly granting conveying transferring and assuring the said property and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO
(Property sold herewith)

ALL THAT the piece and parcel of land measuring about 7 Cottahs 0 Chittaks 40.58 Sq. ft. be the same a little more or less togetherwith brick built structures (in dilapidated condition) measuring 380.75 sq. ft. standing thereon according to documents of title but according to actual measurement the same is found to contain an area of 460 sq.ft. situate lying at and being premises No. 34B, Shyam Pukur Street in the town of Koikata, P.S. - Shyampukur, Ward No. 10, under the Kolkata Municipal Corporation, Kolkata - 700 004, and delineated in the map or plan hereto annexed and thereon bordered 'RED' and butted and bounded in the following manner :-

- On the North : By Premises No. 7 Padda Nath Lane
- On the East : By Common Passage
- On the West : By a 'Sewer Ditch Line
- On the South : By Part of Premises No. 34, Shyampukur Street;

Together with all rights benefits easements and advantages of and in the 20 ft. wide common passage running from South to North from Shyampukur Street and also shown in the said map or plan hereto annexed and thereon bordered 'YELLOW'.

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

SIGNED SEALED AND DELIVERED BY
the "VENDORS" in the presence of :-

1. *Handoyal Sankar*
3a, Kabi Krishna Tagore St
Kolkata - 7
Tinniveri
2. *Arindam Mukherjee*
84/A, C.R. Avenue, Kolkata - 12

Nand Kumar Shetty
S. K. Shetty
(VENDORS)

SIGNED SEALED AND DELIVERED BY
the "PURCHASERS" in the presence of :-

1. *Handoyal Sankar*
2. *Arindam Mukherjee*

ORCHID VATIKA PVT. LTD.
Sushil Kumar
Director
For Jayditya Infrastructure Pvt. Ltd.
Naresh Agarwal
Director
Hollyhock Mercantile Pvt. Ltd.
Sushil Kumar
Director
AMAL BUILDERS PVT. LTD.
Abinash Maiti
Director
(PURCHASERS)

Drafted by

S. K. Mukhopadhyay
S. K. Mukhopadhyay, Advocate
High Court, Kolkata.

Received of and from the withinnamed Purchasers the withinmentioned sum of Rs. 1,57,00,308/- (Rupees One Crore Fifty Seven Lacs Three Hundred Eight) Only as per memo of consideration below: -

MEMO OF CONSIDERATION

<u>Date</u>	<u>Chq. No.</u>	<u>Bank name & Branch</u>	<u>Amount</u>	<u>Paid by</u>	<u>Paid to</u>
30.01.2012	628710	HDFC Bank, Stephen House, B. B. D. Bag.	26,87,403/-	Orchid Vatika (P) Ltd.	Nand Kumar Bhatte
30.01.2012	628709	- do -	12,37,674/-	- do -	Arvind Kumar Bhatte
27.01.2012	146029	Tamilnad Mercantile Bank Ltd. Netaji Subas Road Branch	26,87,403/-	Jayditya Infrastructure (P) Ltd.	Nand Kumar Bhatte
27.01.2012	146028	- do -	12,37,674/-	- do -	Arvind Kumar Bhatte
30.01.2012	675534	HDFC Bank, Stephen House, B. B. D. Bag.	26,87,403/-	Hollyheck Mercantile (P) Ltd.	Nand Kumar Bhatte
30.01.2012	675533	- do -	12,37,674/-	- do -	Arvind Kumar Bhatte
30.01.2012	634853	- do -	26,87,403/-	Amal Builders (P) Ltd.	Nand Kumar Bhatte
30.01.2012	634852	- do -	12,37,674/-	- do -	Arvind Kumar Bhatte

TOTAL 1,57,00,308/-

(Rupees One Crore Fifty Seven Lacs Three Hundred Eight only)

WITNESSES: -

1. *Handwritten name*
30, Kabi Krishna Tagore St
Kolkata - 7
Business

Handwritten signature

Handwritten signature

2. *Handwritten name*

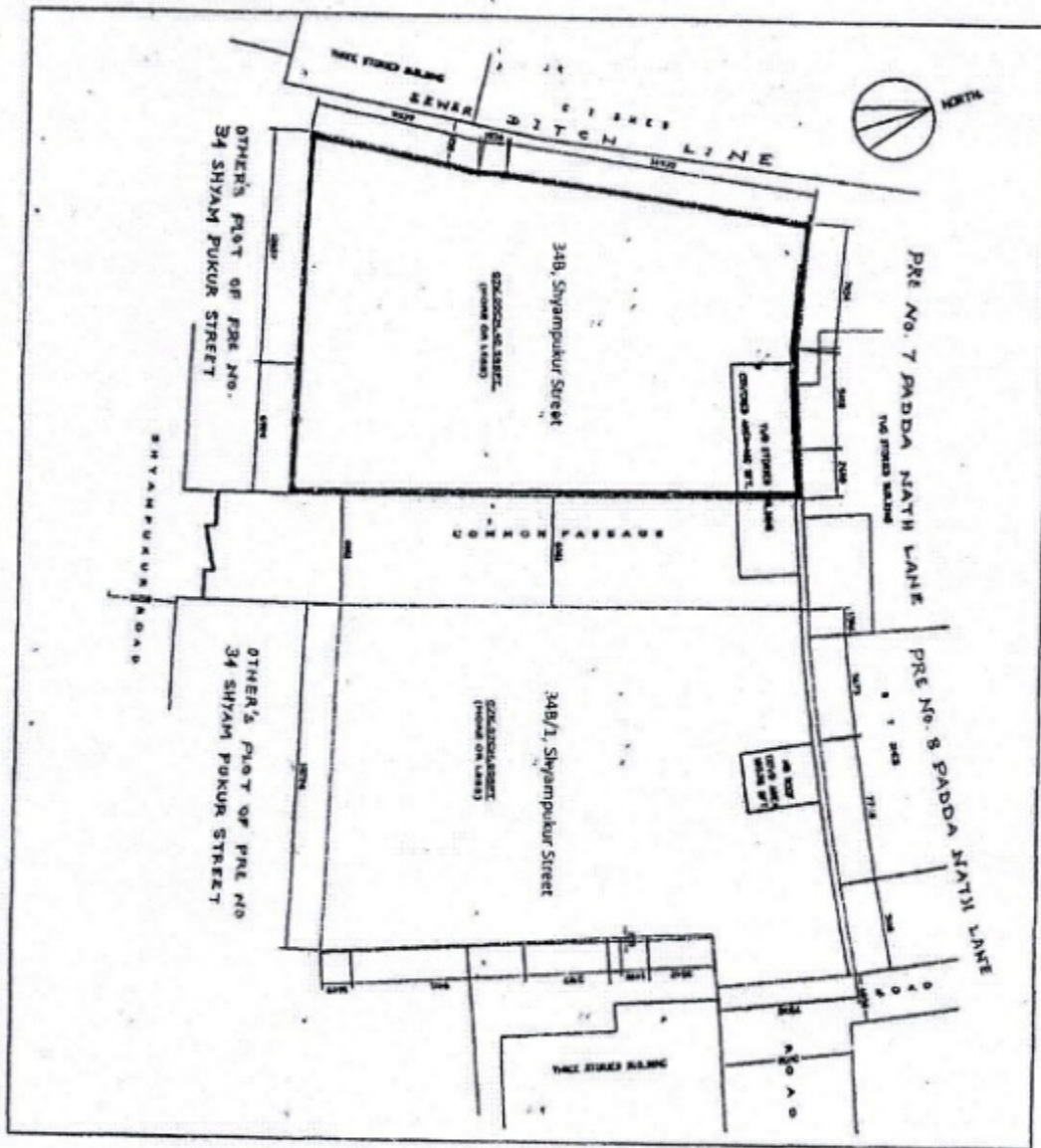
(VENDORS)

PLAN OF PREMISES NO. 34B, SHYAMPUR STREET, WARD NO. 10,

P.S. - SHYAMPUR, KOLKATA - 700 004

SALABLE AREA : 7 COTTAHS 0 CHITTACKS 40.58 SQ.FT. SHOWN IN RED BORDERED
COVERED AREA OF THE STRUCTURES (IN DILAPIDATED CONDITION) 460 SQ.FT.

20' WIDE COMMON PASSAGE SHOWN IN YELLOW BORDERED



ORCHID VATIKA PVT. LTD.

Hollyhock Merchants Pvt. Ltd.

Soumitra
Director

Soumitra
Directors

Nand Kumar Bhatia
[Signature]

For Jayditya Infrastructure Pvt. Ltd.
Nayasha Agarwal
Director

AMAL BUILDERS PVT. LTD.
Abinash More
Director

(VENDORS)

(PURCHASERS)

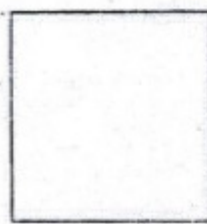
SPECIMEN FORM FOR TEN FINGERPRINTS



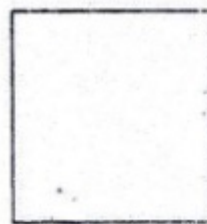
NAND KUMAR BASTIA	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



NAND KUMAR BASTIA	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SPECIMEN FORM FOR TEN FINGERPRINTS

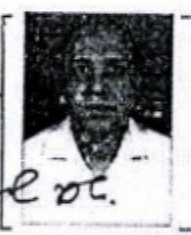


Abinash Mohr.	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Naresh Agarwal

NARESH AGARWAL	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger




Susmit K.

SUSMIT KUMAR GHOSH	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger


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

Endorsement For Deed Number : I - 01017 of 2012
(Serial No. 00915 of 2012)

On

Payment of Fees:

On 30/01/2012

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

Presented for registration at 18.00 hrs on 30/01/2012 at the Private residence by Sri Sushil Kumar Agarwala, one of the Claimants.

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

Execution is admitted on 30/01/2012 by

1. Sri Nand Kumar Bhattar, son of Sri Hardayal Bhattar, 30, Kali Krishna Tagore Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007, By Caste Hindu, By Profession : Business
2. Sri Arvind Kumar Bhattar, son of Sri Prabhu Dayal Bhattar, 30, Kali Krishna Tagore Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007, By Caste Hindu, By Profession : Business
3. Sri Sushil Kumar Agarwala
Director, M/s. Orchid Vatika (P) Ltd, P- 10, New Howrah Bridge Approach Road, Kol, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001.

Director, Hollyhock Mercantile (P) Ltd, 84 A, Chittaranjan Avenue, Kol, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012.
. By Profession : Business
4. Sri Naresh Agarwal
Director, M/s. Jayditya Infrastructure (P) Ltd, Room - 102, 1st Floor, Narayani Building, 27, Brabourne Road, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001.
. By Profession : Business
5. Sri Abinash More
Director, Amal Builders (P) Ltd, 14, Netaji Subhas Road, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001.
. By Profession : Business

Identified By Arindam Mukherjee, son of Late Ashutosh Mukherjee, 84/ A, Chittaranjan Avenue, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012, By Caste: Hindu, By Profession: Service.


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



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

31/01/2012 16:14:00

EndorsementPage 1 of 3


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

Endorsement For Deed Number : I - 01017 of 2012
(Serial No. 00915 of 2012)

On 31/01/2012

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 31/01/2012

Amount by Draft

1. Rs. 43400/- is paid , by the draft number 949254, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012
2. Rs. 5900/- is paid , by the draft number 949281, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012
3. Rs. 37500/- is paid , by the draft number 045421, Draft Date 25/01/2012, Bank Name State Bank of India, KOLKATA - MAIN, received on 31/01/2012
4. Rs. 43400/- is paid , by the draft number 949301, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012
5. Rs. 43400/- is paid , by the draft number 949302, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012

(Under Article : A(1) - 173591/- , E = 7/- , Excess amount = 2/- on 31/01/2012)

Certificate of Market Value(WB PUVI rules of 2001)

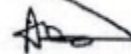
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,57,81,383/-

Certified that the required stamp duty of this document is Rs.- 1104707 /- and the Stamp duty paid as Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 250000/- is paid 04542225/01/2012 State Bank of India, KOLKATA - MAIN, received on 31/01/2012
2. Rs. 21177/- is paid 94929827/01/2012 State Bank of India, ESPLANADE, received on 31/01/2012
3. Rs. 250000/- is paid 04542325/01/2012 State Bank of India, KOLKATA - MAIN, received on 31/01/2012



(Abani Kumar Dey)

ADDL. REGISTRAR OF ASSURANCES-II

31/01/2012 16:14:00

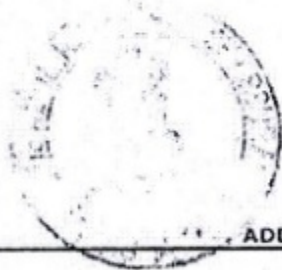
Endorsement Page 2 of 3

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

Endorsement For Deed Number : I - 01017 of 2012
(Serial No. 00915 of 2012)

4. Rs..26177/- is paid94929627/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
5. Rs. 250000/- is paid04541925/01/2012State Bank of India, KOLKATA - MAIN, received on 31/01/2012
6. Rs. 26177/- is paid94928227/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
7. Rs. 276177/- is paid94925827/01/2012State Bank of India, ESPLANADE, received on 31/01/2012

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



A handwritten signature in black ink, appearing to be "Abani Kumar Dey".

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

31/01/2012 16:14:00

EndorsementPage 3 of 3

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 3474 to 3498
being No 01017 for the year 2012.



AD

(Abani KumarDey) 01-February-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal