

B. M. BAGARIA & CO.
SOLICITORS & ADVOCATES
PARTNERS
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P. K. BAGARIA
S. BAGARIA

TEMPLE CHAMBERS
6, OLD POST OFFICE STREET
CALCUTTA - 700001
GRAM : BIMBE PHONES : 2230-2390
2230-1757

DATED.....2

REPORT ON TITLE

Re: Land measuring 227 Cottahs 9 Chittacks and 5 Sq.Ft. together with Dwelling House sheds and structures standing thereon or on part thereof comprised in Municipal premises No. 41, 43, 45, 45/1 and a portion of 47 Christopher Road, Kolkata- 700 046.

The said total Land is formed of separate pieces or parcels of land from time to time purchased by Late Nani Gopal Sur .

By a Kobala dated 1st May 1944 made between Nani Gopal Sur as Grahita and Nani Behari Addhya as Data and registered in Book No. 1, Volume No. 26as being No. 747 for the year 1944 with Sub-Registration Office Sealdah, the said Nani Behari Addhya for the consideration therein stated sold and transferred and he said Nani Gopal Sur purchased All That piece of Bastu land containing Cottahs 12 Chittacks and 5 Sq.ft. being Municipal premises No. 45/1. Christopher Road, Calcutta absolutely forever and free from all encumbrances.

By a Kobala dated 14th December, 1945 made between Nani Gopal Sur as Grahita and Balai Lal Mondal as Data and registered in Book No.1, Volume No. 51 as being No. 2360 for the year 1945 with the Sub Registration office Sealdah the said Balai Lal Mondal for the consideration therein stated sold and transferred in favour of Nani Gopal Sur All that piece of Bastu Land containing Cottahs 12 Chittaks (out of 15 Cottahs 8 Chitaks) being portion of Premises No. 45. Christopher Road, Calcutta absolutely forever and free from encumbrances.

By a conveyance dated 12th March, 1946 made between Ashutosh Dey and Smt Nalini Dassi both as Vendors and Atul Chandra Bhaduri, Anulya Chand Bhaduri and Sudhir Chandra Bhadur all as Purchasers and registered in Book No.1, Volume No. 21, Pages 74 – 83, being No. 502 for the year 1946 with sub registration office Sealdah the said Ashutosh Dey, Smt. Nalini Dassi for the consideration therein stated sold and transferred All That partly two and partly three storied Brick built messuages tenements and dwelling house together with rent free land (whereon or on part whereof the same was erected) containing estimation 7 Bighas 8 Cottahs 7 Chitaks more or less (including three tank

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situate lying at and being premises No. 41, Christopher Road, Calcutta ; And all that rent free land containing by estimation 1 Bigha 8 Cottah 6 Chittacks more or less situate lying at and being premises No. 43, Christopher Road, Calcutta in favour of the said Atul Chandra Bhaduri, Amulya Chandra Bhaduri, Sud Chandra Bhaduri, absolutely for ever and free from encumbrances.

Each of them the said Atul Chandra Bhaduri, Amulya Chandra Bhaduri and Sudhir Chandra Bhaduri owned the said lands / properties in undivided 1/1 share.

By an Indenture of Mortgage dated 12th March 1946 made between the said A Chandra Bhaduri, Amulya Chandra Bhaduri, Sudhir Chandra Bhaduri, all "Mortgagors" of the One Part and Calcutta National Bank Limited as "Mortgagee of the other part and registered in Book No.1 volume No. 13 pages 163 – 1 being No. 503 for the year 1946 with Sub-Registration office Sealdah, the Mortgage granted and assured the said premises No. 41 and 43 Christopher Road, Kolkata and also other property therein stated in favour of the said Mortgagee as security and charge for the amount advanced to the said mortgagors at the interest subject to the proviso of redemption therein contained.

By Kobala dated 16th April, 1946 made between Nani Gopal Sur, as Grahita and Bhupendra Nath Dutta as Data and registered in Book No. 1 Volume No. 2 being No. 734 for the year 1946 with Sub-Registration Office Sealdah the said Bhupendra Nath Dutta for the consideration therein stated sold and transferred in favour of the said Nani Gopal Sur All That piece of Bastu land containing Cottahs out of the land of Premises no. 47 Christopher Road, Calcutta absolutely for ever and free from all encumbrances.

By a Kobala dated 16th April, 1946 made between Nani Gopal Sur as Grahita and Samarendra Nath Ghosh Chowdhury, Amarendra Nath Ghosh Chowdhury DinendraNath Ghosh Chowdhury all jointly as Datas and registered in Book No. 1 Volume No. 24 pages 76 – 82 Being No.735 for the year 1946 with Sub-Registration Office Sealdah, they therein named Datas for the consideration therein stated sold and transferred in favour of the said Grahita (Nani Gopal Sur) All that piece of Bastu land containing 5 Cottahs 8 Chittacks out of the lands 47, Christopher Road, Calcutta absolutely forever free from all encumbrances.

On or about 10th April, 1948 the said Atul Chandra Bhaduri died intestate.

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By a Kobala dated 23rd September, 1948 made between Nani Gopal Sur & Grahita and Anadi Mohan Mondal and Smt. Allhadidasi as Datas and registered in Book No. 1 Volume No. 36 Pages 227 - 239 Being No. 1741 for the year 194 with Sub Registration Office Sealdah, they therein named Datas for the consideration therein stated sold and transferred in favour of the said Grahita(Nani Gopal Sur)All That piece of Bastu land containing 7Cottah 12Chittacks (out of Land measuring 15 Cottah 8 Chittacks) being portion Premises No. 45, Christopher Road, Calcuttaabsolutely forever and free from encumbrances.

On or about 14th February, 1956 Amulya Chandra Bhaduridied intestate.

By Conveyance dated 20th February 1962 made between Sudhir Chand Bhaduri as Vendor and Nani Gopal Sur as Purchaser and registered in Book No. 1, Volume No. 10, Pages 160 – 166 Being No. 872 the said Sudhir Chand Bhaduri for the consideration therein stated sold and transferred in favour of Nani Gopal Surhis undivided 1/3rd share in Firstly All that partly two and partly three storied brick built messuages tenements dwelling house together with rent free land thereunto belonging whereon or on part whereof the same was erected containing by estimation 7 Bighas 8 Cottahs 7 Chittacks(more or less)being Premises No. 41, Christopher Road, Calcutta and Secondly in all that rent free piece of land containing by estimation 1 Bighas 8 Cottahs 6Chittacks more less situate lying at being premises No. 43, Christopher Road, Calcutta absolutely and for everbut subject to the said Mortgage.

By Conveyance dated 20th February 1962 made between Smt. Sumati Devi Chowdhurani, JyotiSankarBhaduri, Ajit Shankar Bhaduri, AjoySankarBhaduri, AsitSankarBhaduri and AmalSankarBhaduri (widow and sons of Atul Chand Bhaduri) and Smt. Suprova Debi Chowdhurani (widow of Late Jyots SankarBhaduri) and AreshSankarBhaduri, adult son of Late Jyots SankarBhaduri and Anish SankarBhaduri, AbhjitiSankarBhaduri, and Kum Shukla Bhaduri (minor sons and minor daughter of Late Jyotsna SankarBhad represented by their mother and natural guardian Smt. Suprova Devi Chowdhurani) all as Vendors and Nani Gopal Sur, as Purchaser and registered in Book No. 1, Volume No. 55, Pages 8-17 Being No.873 for the year 1962 therein named Vendors for theconsideration therein stated sold and transferred in favour of Nani Gopal Sur undivided 1/3rd share of Atul Chandra Bhaduri

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Firstly All that partly two and partly three storied brick built messuagestenamendwelling house Together With rent free land thereunto belonging whereon or on part whereof the same was erected containing by estimation 7 Bighas 8 Cottahs 7 Chittacks (more or less) being Premises No. 41 Christopher Road, Calcutta and Secondly All that rent free piece of land containing by estimation 1 Bigha Cottahs 6 Chittacks more or less situate lying at and being Premises No. 4 Christopher Road, Calcutta absolutely and for ever But subject to the said mortgage.

By Conveyance dated 20th February 1962 made between Smt. Sucharu Devi Chowdhurani, Arun SankarBhaduri and AmitavaSankarBhaduri (widow and son of Late Amulya Chandra Bhaduri all as Vendors AND Nani Gopal Sur a Purchaser and registered in Book No.1, Volume No.46, Pages 117 - 124 Being No.874 for the year 1962 with Registrar of Calcutta the said therein named Vendors for the consideration therein stated sold and transferred in favour of Nani Gopal Sur undivided 1/3rd share of AmulyaChandra Bhaduri in Firstly A that partly two and partly three storied brick built messuages tenements dwelling house Together With rent free land thereunto belonging whereon or on part whereof the same was erected containing by estimation 7 Bighas 8 Cottahs Chittacks (more or less) being Premises No. 41 Christopher Road, Calcutta and Secondly All that rent free piece of land containing by estimation 1 Bigha Cottahs 6 Chittacks more or less situate lying at and being Premises No. 4 Christopher Road, Calcutta absolutely and for ever BUT subject to the said mortgage.

By Conveyance dated 7th May 1962 made between Calcutta National Bank Ltd (in liquidation represented by officialliquidator as Mortgagee and Smt. Sumati Debi Chowdhurani, JyotiSankarBhaduriAjitsanakarBhaduri, AjoySankarBhaduri AsitSankarBhaduri and AmalSankarBhaduri (being widow and sons of Late AtulChandra Bhaduri) AND Smt. Suprova Deb Chowdhurani,AseshSankarBhaduri, Anish SankarBhaduri, AbhijitSankarBhaduri and KumarisuklaBhaduri widow sons and daughter respectively of Late Jyotsna SankarBhaduri AND Sudhir Chandra Bhaduri AND Smt.SucharuDebi Chowdhurani, Arun SankarBhaduri, and AmitavaSankarBhaduri respectively being widow and sons of Late Amulya Chandra Bhaduri, all therein jointly as Mortgageors and registered in Book No.1, Volume No.83, Pages 128to 136 Being No. 2348 for the year 1962 at Calcutta Registration Office, the said mortgagee for the consideration therein stated (in full satisfaction of principal interest and

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costs secured by the registered Deed of Mortgage dated 12th March 1946 and pursuance of an order dated 27th August 1956 therein detailed released and reassured unto the said therein named Mortgagees and Singular the messuages Lands hereditaments and premises comprised and granted or otherwise assured and charged by the said Indenture of Mortgage or expressed so to be being the said premises No. 41 and 43 Christopher Road and the other property therein stated AND in consequence of the said release and reconveyance the Lands transferred to Nani Gopal Sur (as hereinbefore stated became free and released from the mortgage/charge/security of Calcutta National Bank Ltd. (in liquidation).

By Conveyance dated 27th July 1962 made between Anish Sankar Bhaduri Abhijit Sankar Bhaduri and Kumaris Sukla Bhadurisons and daughter respectively of late Jyotsna Sankar Bhaduri (all minors under the age of 18 years and represented by their mother and natural Guardian Smt. Suprova Devi Chowduran) as Vendors and Nani Gopal Sur as Purchaser and registered in Book No. 1, Volume No. 119, Pages 63 - 67 Being No. 3933 for the year 1962 at Calcutta Registration Office, and the said Smt. Suprava Devi Chowduran (she having had applied in her capacity as mother and natural Guardian of the said minors in the Court of Learned District Judge at Alipur, in Act XXXII Case No. 6 of 1962 and an order being order No 3 having had been made on 7th July 1962 by the Learned Court permitting her to sell undivided 1/105th share of the said minors in Premises Nos. 41 and 43 Christopher Road, Kolkata), they the said Vendors (represented by their said mother) for the consideration therein stated sold and conveyed each of their 1/105th part / share in Firstly All that partly two and partly three storied brick built messuage tenement and dwelling house Together with the rent free land thereunto belonging containing by estimation seven Bighas eight Cottahs and seven Chittacks being Premises No. 41 Christopher Road, Calcutta and Secondly All that rent free land containing by estimation one Bigha eight Cottahs and six Chittacks more or less being Premises No. 43 Christopher Road, Calcutta UNTO and in favour of the said Nani Gopal Sur.

By virtue of the aforesaid kobalas and conveyances the said Nani Gopal Sur purchased total land measuring 227 Cottahs 9 Chittaks 5 sq.ft. (equivalent to 11 Bigha 7 Cottahs 9 Chittacks 5 Chittacks being presently Premises Nos. 41, 43, 45, 45/1 and 47 Christopher Road, Kolkata together with dwelling houses

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etc. standing thereon or on part thereof free from encumbrances, mortgage
lispendens acquisition.

The said Nani Gopal Sur being a partner of Sur & Company had created
equitable mortgage on the said land measuring 227 Cottahs 9 Chittacks and
Sq.ft. in favour of United Industrial Bank Limited to secure the over-draft facilities
and cash credit facilities obtained by the said Sur and Company and the sa
Nani Gopal Sur deposited title deeds of the said total land containing 227 Cottahs
9 Chittaks and 5 Sq.Ft. with the said Bank.

Since the said Sur & Company failed to pay the dues of the United Industrial
Bank Limited, the said Bank filed a title suit (Title suit No. 42 of 1976) in the
court of Civil Judge, Senior Division, Alipore against Sur & Company and its
partners (1) Nani Goal Sur, (2) Nandalal Sur, (3) Rabindranath Sur claiming
preliminary mortgage decree and interest and further interest and other reliefs as
stated in the plaint filed in the said suit.

From time to time and during the pendency of the said Suit the said, Nani Gopal
Sur, Nandalal Sur, and Rabindranath Sur (being the partners of Sur & Co.) died
leaving them respectively surviving their respective legal heirs AND the
respective heirs of the said deceased partners were substituted in the said
proceedings, in place of the said deceased partners.

On or about 10th July, 1981, a final decree in accordance with a joint petition of
compromise signed by the said Bank and the Defendants in the said Title
Suit No. 42 of 1976, in the Court of 9th Civil Judge, Senior Division, Alipore, was
passed by the Learned Judge and the said suit was accordingly decreed and the
judgement debtors being the Defendants agreed to pay the decretal dues in
equal monthly installment as stated therein ; And in terms of the said decree,
the first installment commenced and became payable on or about 7th July, 1981
and the subsequent installments were to be paid within 15th day of each
succeeding months. It being provided that in the event of any default in payment
of any six monthly installments the entire decretal dues with interest and costs
would become at once payable and the decree holder being the said Bank would
be entitled to put the mortgaged properties, described in the Schedules 'C' and
'D' to the plaint, and also in the Schedule to the petition of compromise on sale in
execution of the said decree and it was also provided that if the sale proceeds of
the mortgaged properties would not be sufficient to satisfy the decretal dues of
the plaintiff bank, then the said plaintiff/decreed holder would be at liberty to apply

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for personal decree against the defendants ~~DATE~~ was also provided that if it said monthly installments would be paid by the judgement debtors in the manner stated in the said joint petition of compromise then the plaintiff bank would give up interest payable on the principal amount from the date of the decree.

The properties (being the subject matter of the decree) included ALL THAT land containing 227 Cottahs 9 Chittack and 5 square feet with constructed sheds and structures etc being present Premises Nos. 41, 43 45, 45/1 and portion of 1/2 Christopher Road, Kolkata - 700046, which was owned by the said Nani Gopal Sur, a partner of the said Sur & Co.

The said Nani Gopal Sur had died on 19th May 1982, leaving his wife Smt. Mahamaya Sur, his two sons Sri Ranjit Sur and Sri Sanjit Sur and six daughters Smt. Kavita Sur, Smt. Nivedita Sur, Smt. Rita Sur, Smt. Gita Biswas, (since deceased), Smt. Chinmoyee Ghosh and Smt. Savita Basu, as his heirs and heiresses who all jointly inherited the said property each having undivided 1/6 share and they became liable for the said liability under the said decree (hereinafter called the said Debt^r) to the same extent to which the said Late Nani Gopal Sur was liable at the date of his death.

Subsequently, the assets and liabilities of the said United Industrial Bank Limited were amalgamated/taken over by Allahabad Bank and the said Allahabad Bank became entitled to the rights benefits and advantages and the claims under the said decree and became entitled to execute the said decree and to recover the decretal dues and to enforce and execute the decree in the manner stated therein.

The Judgement Debtors having failed to pay the decretal dues within due time the said Allahabad Bank filed execution proceedings and filed a Title Execution Case No. 15 of 1982 in the court of 9th Civil Judge, Senior Division, Alipor praying for recovery of the said decretal dues and for other relief ; And by an order dated 10th June, 1991 passed in the said Title Execution Case, the Learned Court appointed one Mrs. Subhra Ghosh, Advocate, as Receiver over and in respect of the properties being the subject matter of the Decree.

During the pendency of the said execution proceedings, the said Allahabad Bank, by an Assignment Agreement dated 26th March, 2010, made between the said Allahabad Bank therein referred to as the "Seller/Assignor" of the First Party and ASREC (India) Limited therein called the "Original Intended Purchaser /Confirming Party" of the Second Part and the said ASREC (India)

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Limited acting in its capacity as Trustee of the Trust "ASREC PS-06/2009-TRUST" for the benefits of the holders of security receipts issued by the Trust thereunder therein referred to as the "Assignee" of the Third Part and registered in Book No. I Volume 15 as being No. 3294 for the year 2010 with Joint Sub Registrar, Andheri - IV, Mumbai, the said Allahabad Bank as Seller/Assignor the premises and the conditions precedent having been fulfilled or waived by the Assignee and in consideration of the Assignee paying the purchase consideration to the Assignor/Seller and on the terms and conditions therein stated, the said seller, as true and legal beneficial owner of the loans in the ordinary course of business unconditionally and irrevocably sold assignee transferred and released unto the said assignee all the loans for ever pursuant to Section 5 of the SARFAESI Act, to be held by the said assignee IN TRUST for the benefits of the holders of the security receipts issued by the assignee pursuant to "ASREC PS-06/2009-2010 TRUST" and the Trust Deed to the end and intent that the said assignee would thereafter be deemed to be full and absolute legal owner and the only person legally entitled to the loans or any part thereof free from encumbrances and to recover and receive all amounts due including the right to file a suit or institute such other recovery proceedings and take such other action or actions for the purpose of recovery of the loans in its own name and right and as assignee, and not a representative or agent of the therein named seller, and to exercise all other rights of the seller in relation thereto.

AND the said assignment also included the said debt payable by the said Sur & Company to Allahabad Bank ;

And accordingly the said assignee became entitled to all rights benefits claims and interest in the said debt payable by the said Sur & Company to the Allahabad Bank AND the said Seller also assigned in favour of the Assignee all rights title and interest in the financing documents, all agreements, deeds and documents related thereto and all collateral and underlying security interests and/or pledges to secure and/or guarantees issued in respect of the repayment of the loans which the Seller was entitled to AND it was therein clarified that the assignee would have the right to enforce such security, interest, pledges, and guarantees and appropriate the amounts realized therefrom towards repayment of the loans and to exercise all other rights of the Seller in relation to such security, interests, pledges, and/or guarantees AND also that the Seller would transfer / deliver or cause to be transferred / delivered or hold for and on behalf of the Assignee all such original documents, deeds, writings including but not

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limited to the financing documents, and produce the same promptly upon request of the Assignee and at the cost of the Assignee.

And the securities included also the said land (containing 227 Cottahs Chittacks 5 Sq.ft. equivalent to 11 Bighas 7 Cottahs 9 Chittacks and 5 Sq. being present premises Nos 41, 43, 45, 45/1 and 47 Christopher road, Kolkata with dwelling houses etc standing thereon or on part thereof AND without any right title claim and interest of Allahabad Bank AND without any registering the said registered Deed of Assignment dated 26th March, 2010, and having received the agreed consideration amount from the assignee, the said Allahabad Bank also handed over/made over all original deeds and documents relating to the properties given as security to the said Assignee. AND the said Assignee became entitled to the said Debt payable by Sur & Co. and to enforce the same in its own rights and to deal with the same as being absolutely entitled to the same.

Thereafter the said assignee ASREC (India) Limited, applied in the said Execution Case No. 15 of 1982 in the said 9th Court of Learned Civil Judge Senior Division, Alipore, for the dismissal of the execution case for non prosecution and recording full satisfaction of the said decree passed in the said Title Suit No. 42 of 1976 and for the discharge of the said Receiver Mrs. Subhtra Ghosh, Advocate.

By an order dated 6th February, 2012, passed in the said Title Execution Case No. 15 of 1982, the Learned Judge allowed the application of ASREC (India) Limited on contest and the said execution proceedings was disposed of recording full satisfaction and the said Receiver (Mrs. Subhtra Ghosh, Advocate) was discharged from the receivership and the property given in her custody and also from the said case.

By an order dated 6th February, 2012, made in the said Title Execution No. 1982, the said application of ASREC (I) Limited was allowed by the Learned Judge, Senior Division, 9th Court on contest and the said execution proceedings was disposed of with full satisfaction since no claim remained against the judgement debtors and the said Receiver Mrs. Subhtra Ghosh was discharged from the Receivership of the property given in her custody and also from the said execution case.

By an agreement dated 21st May, 2010, made between (1) Smt. Mahamaya Sur, wife of Late Nani Gopal Sur (2) Smt. Kavita Sur (3) Smt. Nivedita Sur (4) Smt.

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Rita Sur (5) Smt. Gita Biswas (since deceased) (6) Smt. Chimmoyee Ghosh (Smt. Savita Basu (being the daughters of Late Nanigopal Sur) therein joint called the Vendors and the said Max Cement Private Limited (being the First Confirming Party herein) therein called the purchaser, the said Vendors agree to sell and the said Max Cement Private Limited agreed to purchase the undivided seven ninth (7/9th) share of the said therein named Vendors in the said total lands measuring 227 Cottahs 9 Chittacks and 5 Square Feet more or less together with proportionate built up area in the dwelling house and other structures standing thereon situate lying at and being premises Nos. 41, 43, 44, 45/1 and a portion of 47, Christopher Road, together with all easement rights and all other rights appurtenances and inheritances for access and user of the said share in the said property at the consideration and on the terms and condition stated therein: AND it was also thereby agreed that the said Max Cement Private Limited would be entitled to nominate any person or persons in its place and stead and in that event the said Vendors would be obliged to execute and cause registration of the conveyance for the said share in the said lands in favour of such person or persons if so nominated by the purchaser.

By an agreement dated 24th May, 2010, made between Ranjit Kumar Sur a Vendor and the said Max Cement Private Limited as Purchaser, the said Ranjit Kumar Sur agreed to sell and the said Max Cement Private Limited agreed to purchase the undivided 1/9th share of the said Ranjit Sur in the said total land measuring 227 Cottahs 9 Chittacks 5 Square Feet more or less together with proportionate built up area in the dwelling house and the other structure standing thereon lying at and being Premises Nos. 41, 43, 45, 45/1 and a portion of 47, Christopher Road, Kolkata together with all easement rights and other rights appurtenances inheritances at the consideration and on the terms and conditions therein stated and it was agreed that the said Max Cement Private Limited would be entitled to nominate any person in its place and stead and in that event the said Ranjit Sur would be obliged to execute and cause registration of the conveyance of the said share in the said land in favour of such person or persons if so nominated.

By an agreement dated 24th May, 2010 made between Sujit Kumar Sur as Vendor and the said Max Cement Private Limited as purchaser, the said Sanjit Kumar Sur agreed to sell and the said Max Cement Private Limited agreed to purchase the undivided 1/9th share of Sanjit Kumar Sur in the said total lands measuring 227 Cottahs 9 Chittacks 5 Square Feet more or less together with

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proportionate built up area in the dwelling house and the other structure standing thereon lying at and Premises Nos. 41, 43, 45, 45/1 and a portion of 4 Christopher Road, Kolkata together with all easement rights and other rights appurtenances inheritances at the consideration and on the terms and conditions therein stated and it was agreed that the said Max Cement Private Limited would be entitled to nominate any person in its place and stead and in that event the said Sanjit Kumar Sur would be entitled to execute and cause registration of the conveyance of his said share in favour of the such person so nominated.

Prior to passing of the said Order dated 6.2.2012, by an Assignment of Deed dated 20th August 2010 made between the said Asrec (India) Ltd. (acting as Trustee of ASREC PS 06/2009-10 Trust) therein called Assignor and Max Cement Private Ltd. therein called the Assignee And the said Asrec (India) Ltd. (in its own capacity) therein called the Confirming Party and registered in Book IV as Deed No. 5034 for the year 2010 with A R A III Kolkata, and for the consideration paid by the said thereinnamed Assignee, the said Assignor as trustee legal and beneficial owner of the loan, in the ordinary course of business, thereb unconditionally and irrevocably sold assigned transferred and released to and unto the said Assignee Max Cement Private Ltd. the Loan/debt availed by M/s Sur & Co. for ever To Hold the same absolutely to the end and intent that the Assignee would thereafter be deemed to be the full and absolute owner and legally entitled to the loan free from encumbrances including the right to file suit/recovery proceedings in place of Assignor and the said Allahabad Bank for recovery of Loan in its own name and exercise all rights of Assignor AND the said Assignor also assigned all its rights title and interest including financing documents, agreements, deeds and documents related thereto and all collaterals and underlying security interest and/or pledges created to secure and/or guarantees issued in respect of repayment of the loan And the said Assignor agreed to transfer / caused to be transferred all Original documents (but not limited to financing documents) and to produce promptly at the requests and costs of the Assignee.

Thus Max Cement private Ltd. became entitled to recover the said debt / decreetal dues from Sur & Co. and enforce the security against the borrowers and also the said Lands containing 227 Cottahs 9 Chittacks and 5 Sq.ft. being Premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road, Kolkata and the heirs of Late Nani Gopal Sur.

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The said Land containing 227 Cottahs 9 Chittaks and 5 Sq.ft. (on survey found contain 235 Cottahs 5 Chittaks) more or less Bastu lands is consisted/comprised of -

- a) Land measuring 7 Bighas 16 Cottahs 2 Chittaks 40 sq.ft. including 40 dilapidated labour and Durwan hutments and also constructed area containing 44 sq.mtrs.situate lying at and being Municipal Premises No. 41, Christopher Road, Kolkata.
- b) Land measuring 1 Bigha 8 Cottahs 6 Chittaks including 6 labour and Durwan hutments situate and lying at and being Premises No. 4 Christopher Road, Kolkata.
- c) Land measuring 15 Cottahs 8 Chittaks including 3 structures containing an area of 758.3 sq.mtrs. situate lying at and being Premises No. 45, Christopher Road, Kolkata.
- d) Land measuring 11 Cottahs 12 Chittaks 5 sq.ft including structures containing 419.34 sq.mtrs situate lying at and being Premises No. 45/1, Christopher Road, Kolkata.
- e) Land measuring 23 Cottahs 8 Chittaks including 2 structures containing 890.23 sq. mtrs situate and lying at being the portion of 47, Christopher Road, Kolkata.

all situate lying at and being present Municipal Premises no. 41, 43, 45, 45/1 and a portion of 47 Christopher Road, Kolkata - 700046 P.S.Tangra, KM Ward NO. 58, Dist 24 Parganas South DR-Aiipur SR Sealdah AND the said total area known numbered and recorded as above along with the said existing constructed structures and is hereinafter collectively called the 'SAI PREMISES'

By an agreement dated 9th July, 2011, made between Ranjit Kumar Sur, a Vendor, and the said Max Cement Private Limited, as Purchaser, it was agreed that the principal agreement dated 24th May, 2010 would remain in force and time for completion of the transaction was extended as therein stated and the said Max Cement Private Limited nominated (1) Aarush Home and Infrastructure Limited and (2) Captain Dealcom Private Limited as its nominees for purchasing

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the said undivided one ninth share of the said Ranjit Kumar Sur in the said to land containing 227 Cottahs 9 Chitacks 5 Square Feet Together with building constructions, structures and sheds standing thereon being Municipal Premises Nos. 41, 43, 45, 45/1 and a portion of Premises No. 47, Christopher Road Kolkata – 700046; And the said Ranjit Kumar Sur accepted the said nomination

By an agreement dated 9th July, 2011 made between Sanjit Kumar Sur Vendor and the said Max Cement Private Limited as purchaser it was agreed that the principal agreement dated 24th May, 2010 would remain in force and the time for completion of the transaction was extended as therein stated and the said Max Cement Private Limited nominated (1) Aarush Homes and Infrastructures Ltd. and (2) Captain Dealcom Private Limited as it nominees purchasing the said undivided one ninth share of Sanjit Kumar Sur in the said Total Land containing 227 Cottahs 9 Chitacks and 5 Square Feet Together with the buildings construction structures standing thereon being Municipal Premises Nos. 41, 43, 45, 45/1 and a portion of 47, Christopher Road, Kolkata; AND the said Sanjit Kumar Sur accepted the said nomination.

Ultimately by the following registered Conveyances made, the following Owners/Vendors sold and transferred their respective undivided Ownersh share in the said premises for the consideration and in the premises stated in the respective Conveyances in favour of the Purchaser M/s. ASPS DEVELOPER LLP having its registered office at 68/2, Harish Mukherjee Road, Kolkata.

Date of the Conveyance	PARTIES Name of the VENDOR	Names of the Confirming Parties	Undivided share sold	Registrar Particulars
19 th November 2014	Smt. Mahamaya Sur	(a) AkankhaNirma n Pvt. Ltd. (formerly named Max Cement P. Ltd. called as First Confirming Party. (b) (1) Aarush Homes Infrastructures Ltd. (2) Captain Dealcom Pvt. Ltd. both jointly called Second Confirming Parties.	1/9 th	Book No. 1 Volume No. 140: Pages 140: 1467, Being 10825 for the 2014 at the of ARA-1, KOLK
19 th November	(a) Arpita Ghosh (b) Aparajita Biswas	-Do -	1/9 th	Book No. 1, Volume No. 2

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2014	(c) Archita Biswas (all heiresess of Late Smt. Gita Biswas).			Pages 13 1402, Bein 10824 for th 2014 at the of ARA-I, Ko
19 th November 2014	Sri RanjitKumar Sur.	-Do -	1/9 th	Book No. 1 Volume No Pages 146 1531, Being 10826 for th 2014.
19 th November 2014	Sri SanjitKumar Sur.	-Do -	1/9 th	Book No. 1 Volume No Pages 153 1592, Being 10827 for the 2014.
19 th November 2014	Smt. Kabita Sur. Smt. Nibedita Sur. Smt. Rita Sur. Smt. Chinmoyee Ghosh Smt. SabitaBasu.	-Do -	5/9 th	Book No. 1, Volume No. Pages 127C 1337, Being 10823 for the 2014.

In consideration for sale and transfer of the said landwith dwelling houses and labourhuthments standing thereon, by virtue of the said registered Conveyancesa dated 19th November 2014, the said Purchaser apart from the monetar consideration paid to the Vendors also agreed to provide to the said first Confirming Parties and Second Confirming Parties the agreed quantity of the constructed areas (together with related proportionate undivided share in common areas maintenance and facilities) to be comprised in self—containeed independent units at the complex of the constructed buildings to be built and constructed by the said Purchaser ASPS Developers LLP, as therein clearly mentioned within the time and in the manner stated in the said respective conveyance.

The respective undivided share in the said land /Premises sold to the purchaser in pursuance of the said respective conveyances were so sold by the Vendors free from encumbrances mortgages and charges save the charge in favour of the said Confirming Parties for the said constructed areas agreed to be given by the purchaser to the Confirming Parties as stated in each registered conveyance.

AND in each of the said registered conveyance it was agreed also that the said Confirming Parties would have first charge over and in respect of the said

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respective undivided share in the said land and buildings and structures sold in favour of the purchaser until the building plan is obtained by the purchaser and also that after sanction of the building plan and on sanction of the project loan by the Bankers and/or Financial Institutions, the first charge of the Confirming Parties shall stand automatically relegated to the second charge enabling the purchaser to deposit the title deeds relating to the respective undivided share with an intention to create mortgage for the purpose of sanction of project loan and that the second charge in favour of the said Confirming Parties on the respective undivided share would continue and would be automatically released proportionately with the receipt by the said Confirming Parties of their share of sale proceeds from time to time.

It is also provided expressly in the said conveyances that the said purchase by ASPS Developers LLP would be entitled to obtain sanction of project loan against the security of the said land /premises /property upto a sum of Rs.5 Crores and initial disbursement of loan/ advance of upto Rs.25 Crores and for the purpose of disbursement beyond the same a written consent from Mr. Samar Nag for and on behalf of the said confirming parties would be submitted to the Financiers and also that in case of loan beyond the said amount the said Purchaser would always take written consent of the said confirming parties and that the said confirming parties would not unreasonably withhold their said consent and also that the said purchaser would be entitled to take private loan without in any way encumbering the said premises.

We have caused searches to be made commencing 1945 up to March 2013 at the offices of (1) S.R.O. Sealdah (2) ARA-I, Kolkata and (3) D.R.O. Alipur and have save and except the documents hereinabove mentioned, we have not found any entry of mortgage or lease of the said properties we have also caused inspection to be made for the years from 1998 to 2013 in the records of the Learned Civil Judge (Junior Division) Sealdah and the Learned Civil Judge (Senior Division) Sealdah and we have not found any litigation concerning the said properties pending in the said two Courts.

In view of the expressed charge created in favour of the said Confirming Parties, the said property is subject to said charge, but otherwise, the same is free from all encumbrances.

Dated this 25th day of February in the year Two Thousand and Fifteen