

Projects Port Xtd A. K. Purkeyestha (Stame Vender) Alipere Pelice Court, Koi-27 B 5008)-(FOR Self and an Ameterial For Repletsisten Cambituted attorney et defeate Rephilipation Olice Smil Nita Shel Bhopendra Shih Smit SUMANKANTT Shel) BOTTOMAL REGISTRAR OF Bhaina sheet KC. Kunawal-(KIRANI CHAND LUM AWAT) Identified by me Genja Pachisia.

PARTO VENDER Por CARDNO! - A JWPS 8300E.

PARTO VENDER Por CARDNO! - A JWPS 8300E.

NO: - A x MPS 2017F

AND

M/s. SWASTIK PROJECTS PVT. LTD., a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at 12, Shakespeare Sarani, Kolkata – 700 071 and represented by its Director Sri K.C.Lunawat, hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its successor or successors in office, administrators, representative and/or assigns) of the OTHER PART. Furereset Particles of the Purchase Particles of the Purchase Particles of the Particles of the Particles Particles Particles of the Pa

WHEREAS:

A. By a Registered Deed of Transfer being dated the 21st day of December, 1970 and made between the London Missionary Society Corporation therein referred to as the Transferor of the One Part and The United Church of Northern India Trust Association therein referred to as the Transferee of the Other part and registered in the Office of the Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No. 183, Pages 183 to 211, Being No. 3316 for the year 1970, the Transferor above named as the then owner of the several hereditaments and premises therein mentioned including interalia ALL THAT a piece or parcel of land containing an area of 13 Cottahs and 2 Chittacks be the same little more or less TOGETHER



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within the municipal limits of the town of Kolkata duly transferred and sold the same for the consideration therein mentioned unto and in favour of The United Church of Northern India Trust Association.

- B. Said The United Church of Northern India Trust Association thus became the absolute owner and seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute owner of the said premises No. 75/1, Chakraberia Road(North), P.S. Ballygunge, Kolkata 700 020 and the inheritance thereof in fee simple.
- C. By an Indenture dated 14th September, 1994 made between The United Church of Northern India Trust Association therein referred to as the Vendor of the One Part and M/s. Sharma Constructions and Investment Pvt. Ltd. therein referred to as the Purchaser of the Other Part and recorded in Book No. 1, Volume No. 77, Pages 283 to 298, Being No. 2049 for the year 1994, at the office of the Additional District Sub-Registrar, Sealdah, District 24 Parganas(South), the said Vendor for the consideration mentioned therein sold, conveyed and transferred a demarcated portion of the aforesaid property having an area of 6 Cottahs, 5 Chittacks and 24 Sq. Ft. be the same little more or less together with structure standing thereon or on part thereof being demarcated eastern portion carved out and forming a part of premises No. 75/1, Chakraberia Road (North), P.S. Ballygunge, Kolkata 700



ABSTRACTION E RECISTRAR COLLABORATA

M/s. Sharma Constructions and Investments Pvt. Ltd. became the absolute owner and was seized and possessed of the said property.

- D. The Said M/s. Sharma Constructions and Investment Pvt. Ltd. took loan of a sum of Rs. 2,50,000/- (Rupees two lakhs fifty thousand only) from one Shri Dalsukhraj N. Shah, Shri Bakul D. Shah and Smt. Bhavna Shah and a Deed of Mortgage dated 24.11.2994 made between M/s. Sharma Constructions and Investment Pvt. Ltd. therein referred to as the Mortgagor of the One Part and Shri Dalsukhraj N. Shah, Shri Bakul D. Shah and Smt. Bhavna Shah therein referred to as the Mortgagees of the Other Part and registered with the Registrar of assurance at Calcutta and recorded in Book No. I, Volume No. 329, Pages 252 to 259, Being No. 14313 for the year 1994, said mortgagor as a security for repayment of the said loan with interest assured, charged and mortgaged to said Sri Dalsukhraj N. Shah, Sri Bakul D. Shah and Smt. Bhavna Shah the said property specifically described in the Schedule hereinafter.
- E. Thereafter said M/s. Sharma Constructions & Investment Pvt. Ltd. paid the entire sum of Rs. 2,50,000/- with interest and charges to the said Mortgagees viz Sri Dalsukhraj N. Shah, Sri Bakul D. Shah and Smt. Bhavna Shah and there is nothing due and payable by the said Mortgager to the said Mortgagees who have duly released the said

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F. By five several registered Deed of Conveyances all dated 6th day of January, 1999, said M/s. Sharma Constructions & Investment Pvt. Ltd. sold, conveyed and transferred the entire property to Sri Bhupendra Shah, Smt. Sumankanta Shah, Smt. Nita Shah, Bhavna Shah and Bharat K. Shah on valuable consideration and all the aforesaid five Deed of Conveyances were registered before the Registrar of Assurance at Calcutta, the particulars of which are given hereunder:

Sl.No	. Name	Deed No.	Book No.	Volume No.	Pages	year
01.	Sri Bhupendra Shah	4704	I	126	363-376	1999
02.	Smt. Sumankanta Shah	4703	I	126	347-362	1999
03.	Smt. Nita Shah	4702	Ι	126	332-346	1999
04.	Smt. Bhavna	4700	1	126	316-336 300-315	1999
05.	Shri Bharat K. Shah	4701	1	126	332-246	1999

G. Thus by virtue of said five registered Deed of Conveyances, the present Vendors become the absolute Owners in respect of the aforesaid property being the demarcated Eastern portion carved out and forming part of the premises No. 75/1, Chakraberia Road (North), P.S.- Ballygunge, Kolkata - 700 020 each having undivided 1/5th share therein.



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- H. The Vendor having decided to sell the aforesaid property, the present purchaser agreed to purchase the same at or for a consideration of Rs. 60,00,000/- (Rupees Sixty Lakh only) on the terms and conditions as contained herein after free from all encumbrances, charges, liens, attachments, lispendens, whatsoever, subject to the occupation of the unauthorized occupiers therein.
- Both the Vendors and the Purchaser accordingly, entered into an Agreement for Sale dated 7th November, 2007 recording the terms and conditions therein.
- J. The Purchaser having paid the full consideration money, the Vendors agreed to sell, convey, transfer All That the piece and parcel of land measuring about 6 Cottahs, 5 Chittacks and 24 Sq.Ft. together with structures measuring about 350 Sq.Ft. standing thereon being the Eastern portion carved out and forming a part of premises No . 75/1, Chakraberia Road (North), P.S. Ballygunge, Kolkata 700 020 (now known as Pandit Madan Mohan Malaviya Sarani), Ward No. 69, free from all encumbrances, charges, liens, attachments, whatsoever, subject to the occupation of the unauthorized occupiers therein.

NOW THIS INDENTURE WITHNESSETH that in pursuance to the Agreement dated 7th November, 2007 and in consideration of a sum of Rs.



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admit and acknowledge) and of and from the same and every part thereof doth hereby grant convey, transfer, assign, assure, release and discharge unto the Purchaser and the said properties, and the said Vendors as a beneficial Owners do hereby grant convey, sale, transfer, assign and assure unto and to the use of the said Purchaser free from all encumbrances, charges, liens, attachments, whatsoever, subject to the occupation of the unauthorized occupiers therein ALL THAT the piece and parcel of land measuring about 6 Cottahs, 5 Chittacks and 24 Sq. Ft. together with structures measuring about 350 Sq. Ft. standing thereon being the Eastern portion carved out and forming a part of premises No. 75/1, Chakraberia Road (North), P.S.-Ballygunge, Kolkata - 700 020 (now know as Pandit Madan Mohan Malaviya Sarani), Ward No. 69 (more fully described in the Schedule hereunder written) hereinafter referred to as the "said property" save and except the occupation of the unauthorized occupiers in a portion therein TOGETHER WITH all other easement right including the right of ingress and egress TOGETHER WITH all other easements and/or facilities and/or amenities attached thereto free from all encumbrances, charges, liens, attachments, whatsoever. TOGETHER WITH the compound appurtenances belonging thereto TOGETHER WITH all hedges ditches. ways, waters, watercourses, lights, liberties, privileges, easements and appurtenances, whatsoever, to the said property belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or appurtenant thereto AND ALSO the reversion or reversions remainder or



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relating to the said property or any part thereof and all estate right title and interest use inheritance property possession benefit claims and demand whatsoever both at law and in equity of the Vendors unto or upon or any part thereof of the said property TO HAVE AND TO HOLD the said property as fully described in the Schedule hereinafter written hereby sold, conveyed, transferred assigned, assured, expressed or intended so to be TOGETHER WITH the appurtenances and rights as aforesaid unto the Purchaser and other rights muniments and appurtenance unto and to the use and benefit of the Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever absolutely and forever save and except the existing occupation of unauthorized occupiers in a portion thereof AND THAT notwithstanding any act deed matter or thing done whatsoever by the Vendor or any person lawfully or equitably claiming by from or through under or in trust from them made done commit or committed or intentionally suffered to the contrary they, the Vendors, now are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property being the demarcated Eastern Portion carved out and forming part of the municipal premises no. 75/1, Chakraberia Road (North), P.S.- Ballygunge, Kolkata - 700 020 (now known as Pandit Madan Mohan Malaviya Sarani) Ward No. 69 together with structure standing thereon hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter, defeat encumber or make void

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full power and lawful and absolute authority to sell, convey, transfer, assign and assure the said property hereby sold, conveyed transferred assigned and assured and expressed so to be unto and for the use of the Purchaser absolutely in the manner as aforesaid free from all encumbrances, charges, liens, attachments whatsoever, but subject to the occupation of the unauthorized occupiers in a portion thereof hereby conveyed and assured and intended so to be unto and to the use of the purchaser, its successor or successors in office, administrators, respective and/or assigns AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or their predecessor in interest and well and sufficiently saved defended and kept harmless and indemnified or, from and against all and all manner or forms and other estate, right title interest lien charges encumbrances and losses whatsoever, save and except the occupation of the unauthorized occupiers therein AND FURTHER that the vendors or any person or persons having or lawfully or equitably claiming any estate or interest, whatsoever, in the said property or part thereof from under or in trust for the Vendors or from or under or any of their ancestors at the request and at the cost of the Purchaser, its successor or successors in office, administrators, representatives and/or assigns from time to time shall do and execute or cause to be done and executed such acts, deeds, things and matters whatsoever for further better and more perfectly assuring the said property and ever part thereof unto and to the use of the Purchaser, its successor or successors-in-office, administrators, representatives and/or

and in



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purchaser that save and except themselves, no other person or persons acquired any right, title or interest in respect of the aforesaid property or any part thereof and accordingly, the Vendors shall at all time keep indemnified the purchaser against any loss or damages if suffered by such claim of any third party or parties in respect of the aforesaid property.

AND THAT both the Vendors and the Purchaser herein hereby covenant with each other simultaneously with the execution of this Deed, the Vendors have delivered original Title Deeds and other documents whatsoever available with them to the Purchaser and that the Purchaser is fully satisfied in respect of the marketability of the title of the Vendors in respect of the aforesaid property and the Purchaser shall not create any dispute in respect thereof at all times to come AND FURTHER the Purchaser has agreed that claim in respect of the aforesaid property on account of property tax as may be demanded by the Kolkata Municipal Corporation and also any other claims, charges, cess, tax, levies as may be levied or demanded by the Government or Semi-Government or any other proper authority in respect of the aforesaid property for the period of present and past shall be borne by the Purchaser and the Vendors shall not be held liable in any manner whatsoever, and further, the Vendors sold the aforesaid property to the Purchaser subject to the aforesaid covenants and/or liabilities, if any.



ASSERBITIONS & REGISTRAR OF

SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of land measuring about 6 Cottahs, 5 Chittacks and 24 Sq. Ft. together with structures measuring about 350 Sq. Ft. standing thereon being the Eastern portion carved out and forming a part of premises No. 75/1, Chakraberia Road (North), P.S.- Ballygunge, Kolkata - 700 020 (now known as Pandit Madan Mohan Malaviya Sarani) Ward No. 69, Sub-Registry Office Sealdah, District - 24 Parganas (South) and shown in the plan annexed herewith and bordered in Red Ink and the said property is butted and bounded as follows:

ON THE NORTH

By Common Passage

ON THE SOUTH

By K.M.C Drain

ON THE EAST

By Premises No. 75, Chakraberia Road(North)

ON THE WEST

By the demarcated western portion of premises

No. 75/1, Chakraberia Road (North)

ATENTO S



ASSURANTE RECISTRAR COV

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

SIGNED SEALED AND DELIVERED THE

Bharel- K.

VENDORS AT KOLKATA IN PRESENCE OF: (FOR Self and as Cardin.

1. Gunja Pachizia,

6A. A.S. Roy Rd.

8hubunda Shah

Smisumani Kanta Shah)

Bhauna Shah

VENDORS

SIGNED SEALED AND DELIVERED THE PURCHASER AT KOLKATA IN PRESENCE

OF:

2. Birash mucheyu.

PURCHASER



ADSIDED HERE TO LIKATA

MEMO OF CONSIDERATION

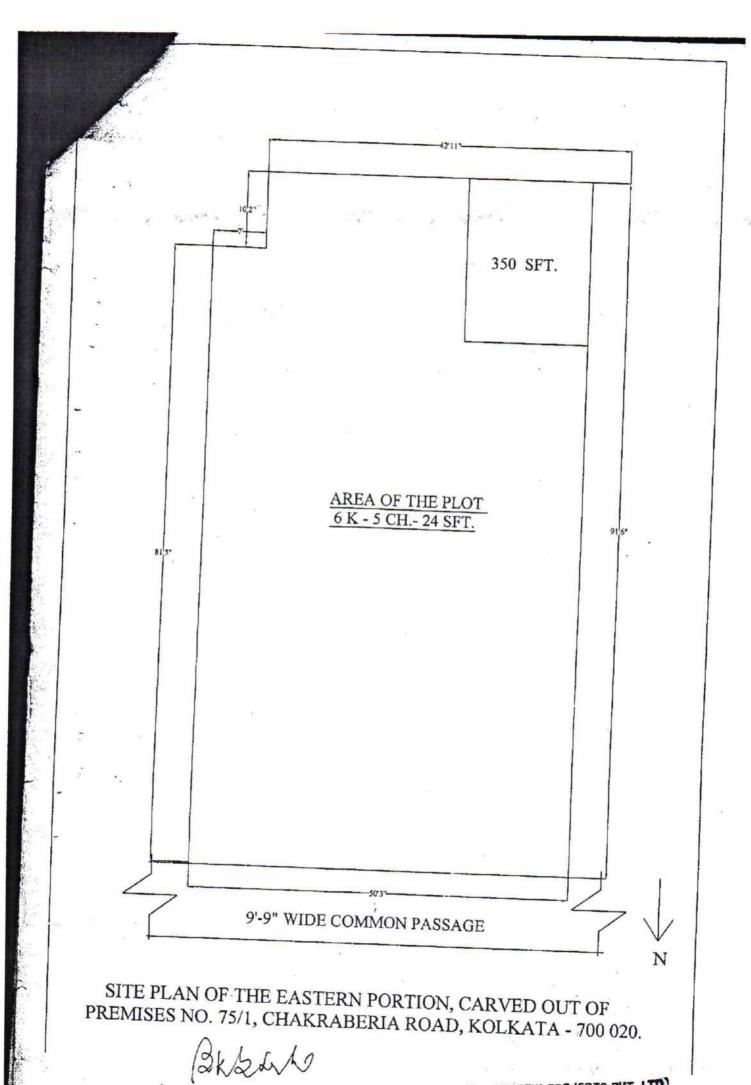
RECEIVED a sum of Rs. 60,00,000/= (Rupees sixty lacs only) from the Purchaser being the full consideration money as per memo given below:

Date	Instrument No. & Drawn on		<u>Amount</u>
07.11.2007		ra Bank Ltd.	7,00,000.00
07.11.2007			7,00,000.00
07.11.2007			7,00,000.00
07.11.2007	000443 drawn on Kotak Mahindr		7,00,000.00
07.11.2007	000444 drawn on Kotak Mahindr		7,00,000.00
06.05.2008	037907 drawn on Kotak Mahindr		5,00,000.00
06.05.2008	037908 drawn on Kotak Mahindr		5,00,000.00
06.05.2008	037909 drawn on Kotak Mahindra		5,00,000.00
06.05.2008	037910 drawn on Kotak Mahindra		5,00,000.00
선물에 있어서 그렇게 다	037911 drawn on Kotak Mahindra		5,00,000.00
TOTAL(Rupees sixty	/ lacs only)		s. 60,00,000.00
		Bhoner	AKSLIND K. Shah es and as ted attorney or Shah AT GARL
Witness:		FOR SE	it and an
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VENDORS



ASSUP YOUR ALL NECESTRAR CV



FOR SWASTIK PROJECTS PVT. LTDJ



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SPECIMEN FORM FOR TEN FINGERPRINTS

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CONTRACTOR RECONTRACTOR



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

Endorsement For Deed Number: I - 10925 of 2011
(Serial No. 05428 of 2008)

On

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.-12884000/-
- Certified that the required stamp duty of this document is Rs.- 901880 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

On 07/05/2008

Payment of Fees:

Amount By Cash

Rs. 66080/-, on 07/05/2008

(Under Article: A(1) = 65989/-, E = 7/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 07/05/2008)

Deficit stamp duty

Deficit stamp duty Rs. 415100/- is paid, by the draft number 997215, Draft Date 07/05/2008, Bank Name STATE BANK OF INDIA, Chowringhee Br., received on 07/05/2008

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

Presented for registration at 13.57 hrs on :07/05/2008, at the Office of the A.R.A.-I KOLKATA by Bharat K. Shah., one of the Executants.

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

Execution is admitted on 07/05/2008 by

- Bharat K. Shah., son of Lt Kastur Chand Shah , 43, Chakraberia Road (N), Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 , By Caste Hindu, By Profession : Others
- Bhavna Shah., wife of Bharat K Shah , 43, Chakraberia Road (N), Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 , By Caste Hindu, By Profession : Others
- 3. Kiran Chand Lunawat.

Director, M /s Swastik Projects Pvt Ltd, 12, Shakespeare Sarani, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071.

. By Profession: Others

Identified By Gunja Pachisix, son of ..., High Court, Kolkata, District - Kolkata, WEST BENGAL, India, P.O.: - Pin: -700001, By Caste, Hindu By Profession: Advocate.

1 A DEC ONT

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 2

14/12/2011 18:23:00

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

Endorsement For Deed Number: 1 - 10925 of 2011

(Serial No. 05428 of 2008)

Executed by Attorney

Execution by

1. Bharat K. Shah., son of Lt Kastur Chand Shah , 43, Chakraberia Road (N), Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700025 By Caste Hindu By Profession: Others as the constituted attorney of 1. Bhupendra Shah 2. Sumankanta Shah 3. Nita Shah is admitted by him.

Identified By Gunja Pachisix, son of ..., High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin: -700001, By Caste: Hindu, By Profession: Advocate.

> (Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 14/12/2011

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 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 75724/-, on 14/12/2011

Deficit stamp duty

Deficit stamp duty Rs. 482000/- is paid71268814/12/2011State Bank of India, CHOWRINGHEE, received on 14/12/2011

Payment of Fees:

(Under Article: A(1) = 75724/- on 14/12/2011)

(Sadhan Chandra Das) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

1 4 DEC 201 (Sadham Chandra Das)

EndorsementPage 2 of 2

14/12/2011 18:23:00

BETWEEN

SHRI BHARAT K. SHAH & ORS

VENDORS

AND

M/S. SWATIK PROJECTS PVT. LTD.

PURCHASER



SALE DEED

Re: Sale of property being premises No. 75/1, Chakraberia Road, (North), P.S.-Ballygunge, Kolkata - 700 020 (now known as Pandit Madan Mohan Malaviya Sarani)



N.N.CHAKRABORTY
ADVOCATE
84/1, BELTALA ROAD
KOLKATA - 700 026.

AUDITIONAL ECONOMIAN OF

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 23 Page from 7805 to 7824 being No 10925 for the year 2011.



(Sadhan Chandra Das) 15-December-2011 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A.-I KOLKATA West Bengal