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THIS INDENTURE made this 25<sup>th</sup> day of April Two Thousand Seven  
 BETWEEN M/S BHULILA PROPERTIES a proprietorship firm being represented  
 by its sole proprietress SMT SUSMITA DAS MOZUMDAR wife of Sri Subhasish  
 Das Majumdar having its place of business at 16D, Jadu Mitra Lane, Kolkata  
 - 700004 hereinafter referred to as the hereinafter referred to as the  
 "VENDOR" which term or expression shall unless excluded by or repugnant  
 to the subject or context be deemed to mean and include her heirs,  
 executors, administrator, legal representatives and/or assigns) of the ONE  
 PART:

144067

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R. B REALTORS.  
 Partner/Auth. Sign



पश्चिम बंगाल WEST BENGAL

14AA 689708

AND

CITI LINE DEVELOPERS PRIVATE LIMITED a Company within the meaning of Companies Act, 1956 having its registered office at 85, Metcafe Street, 3rd Floor, Room No. 306, Kolkata - 700 013 hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors/successors-in-office and/or assigns) of the **OTHER PART:**

P. B. DEALTORS

Partner, Auth. Sign

WHEREAS one Bijon Kumar Basu since deceased son of Late Bhabananda Basu had been the sole managing Shebait to the Debuttar estates known as. Sree Sree Madhusudan Jew situated at 34A and 34C Nayan Chand Dutta Street Kolkata more particularly described in the **SCHEDULE** written hereunder and both the premises taken together is hereinafter for the sake of brevity referred to as the "said Premises" which belongs to the said Debuttar Estates.

AND WHEREAS while performing the functions as the sole Shebait of the "said Deities" with severe financial stringency the said Sri Bijon Kumar Basu since deceased had applied before the Ld. Chief Judge City Civil Court Calcutta recorded as Misc. Case No.2715 of 2006 for permission of the Ld. Court to sell, transfer, assign and assure the "said Premises" so that the proper seva puja of the "said deities" could be performed.

AND WHEREAS pending decision of the Ld. Court an Agreement for Sale was entered by and between Bijon Kumar Basu since deceased therein referred to as the Vendor of the one part and M/s Bhulila Properties a proprietorship firm therein referred to as the Purchaser of the other part the Vendor therein had agreed to sell, transfer, assign and assure the "said Premises" TOGETHER WITH the existing tenants and occupiers under certain terms, conditions and considerations referred to therein.

AND WHEREAS upon hearing the Ld. Court was pleased to direct the Applicant to publish the said matter in the daily newspaper inviting objection if any to the transfer of the "said Premises" to Smt. Sushmita Das Majumdar sole proprietress of M/s Bhulila Properties and the English transcription of the said advertisement Dated 04.01.2007 in the daily newspaper reads as follows: -

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Legal Notice

In the City Civil Court at Calcutta  
Before the Learned Chief Judge

Misc. Case No.2715 of 2006

Sri Bijon Kumar Basu .....petitioner

This is to inform that Sri Bijon Kumar Basu son of Late Bhabananda Basu of 34/A, Nayan Chand Dutta Street, P.S Burtolla, Kolkata - 700006 on 13.09.2006 has applied before the Learned Chief Judge, City Civil Court at Calcutta for sale of Debutor situated at Premises No.34C, and 34A, Nayan Chand Dutta Street, Kolkata - 700006 at a consideration of RS.10,00,000/- (Rupees Ten Thousands) only in favour of Smt. Sushmita Das Majumdar.

Now it is informed to all person concerned that if any one has any objection against the said case, he/she/they personally or through representative can file objection at 10:30a.m within 19.01.2007 otherwise the said case would be heard and disposed of exparte.

Boundary

ON THE NORTH : 8, Beadon Row.  
ON THE SOUTH : Nayan Chand Dutta Street.  
ON THE EAST : 34E and 32/5, Nayan Chand Dutta Street.  
ON THE WEST : 35 and 36, Nayan Chand Dutta Street.

By order-  
Prasanta Sengupta  
Superindent  
City Civil Court, Kolkata

But no objection was raised by anybody or that the Court didn't receive any objection to the transfer of the "said Premises".

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R. B REALTORS  
  
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**AND WHEREAS** during pendency of the said Misc Case the said Sri Bijon Kumar Basu died on 04.1.2007 leaving behind him surviving his widow Smt. Bithika Basu being the Vendor therein as sole Shebait and/or the sole legal heiress to the estate of the deities as aforesaid.

**AND WHEREAS** upon death of Sri Bijon Kumar Basu his wife Smt. Bithika Basu had filed an application before the Ld. Chief Judge City Civil Court to be substituted in the aforesaid Misc. Case in place and stead of Sri Bijon Kumar Basu since deceased and upon hearing the Ld. Court was pleased to substitute Smt. Bithika Basu in place and stead of Sri Bijon Kumar Basu, since deceased.

**AND WHEREAS** upon being satisfied on perusal of the papers and documents relating to the trust property as also being confirmed through the newspaper advertisement the Ld. Court passed the following order: -

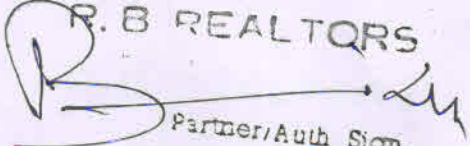
".....The instant misc. case u/s 34 of the Indian Trust Act, 1882 is called on and taken up for hearing in presence of the Ld. Lawyer appearing for the petitioner. Examined Sri Bimal Dey. The documents viz: power of attorney, Arpannama deed dated 8.12.1941, tax bills, statement of accounts, agreement for sale, etc. are marked exts. 1,2,3,3/a,4 and 5 as per list.

Now, as per oral submission of the Ld. Lawyer appearing for the petitioner, the case is closed. Heard argument.

The instant misc. case u/s 34 of the Indian Trust Act, 1882 was originally filed by one Sri Bijon Kumar Basu praying for obtaining permission to sell out the scheduled property and to deposit the sale proceeds with any nationalized Bank. In this context, it may be pertinent to point out that original applicant Bijon Kumar Basu, during pendency of the case, died on 04.1.2007 and in his place his only legal heir widow wife Bithika Basu has been substituted.

**R.B REALTORS**  
Partner Auth Sign

Petitioner's case, in short, is that one Bhabananda Basu was the absolute owner of the premises no. 34C, Nayan Chand Dutta Street under Burtolia P.S., Calcutta - 6 with old dilapidated building standing thereupon. Said Bhabananda Basu during his lifetime dedicated the said property to deity Sree Sree Thakur Madhusudan Jew by virtue of a registered indenture of settlement dated 26.9.1966. It was inter alia stipulated in the body of the indenture of settlement that from the rental income of the scheduled property the Corporation tax and maintenance as well as repair of the scheduled property would be looked after and thereafter from the surplus amount Deb Saha would be performed and thereafter if there be any further surplus the same would be utilized for the maintenance of the premises as also for Kali Puja purpose. Apart from the premises indicated above, premises no. 34-A, Nayan Chand Dutta Street was also dedicated to the said deity Sree Sree Thakur Madhusudan Jew and the said petitioner Bijon Kumar Basu was the sebaite of the deity. Both the premises are situated side by side and occupied fully by tenants. The income of the estate of the deity i.e. the rent collected from the scheduled property is only Rs.3500/- p.m and out of the said income the petitioner is to pay all Municipal taxes and also to meet the day to day expenses for maintenance of the property as well as for other purposes, including daily Seba Puja. In view of the aforesaid circumstances, it has become very much difficult to maintain the scheduled property and to perform daily seba puja of the deity as also to discharge all other duties, as cited in the body of the indenture of settlement dated 26.9.66. In this context, it may be added that the condition of the building being dilapidated one, it has become a burden on the part of the petitioner to retain the property any further. Further case of the petitioner is that considering the existing circumstances of the scheduled property, the petitioner has decided to sell out the same to one Smt. Sushmita Das Majumdar, a devotee and a pious lady who has agreed to purchase the scheduled property (measuring 20 kottahs in all) with the existing other tenants at a consideration of Rs.10-lacs. The petitioner giving due consideration to the aforesaid price, has entered into an agreement with Sushmita Das Majumdar for sale of the scheduled property. Hence, this case with the prayer mentioned at the very outset.

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It would be transparent from the materials on record that the petitioner Bithika Basu with a view to proving her case examined her appointed attorney viz: Sri Bimal Dey and also has furnished the evidence in chief on affidavit submitted by said Bimal Dey. That apart, petitioner has filed and relied upon certain documents viz: power of attorney, Arpannama deed dated 8.12.1041, tax bills Statement of accounts which have been marked exts.1,2,3,3/a,4 and 5. Further, in this context, it could be detected that necessary court citation and newspaper publication have been duly made for and on behalf of the petitioner, but nevertheless none has come forward of the petitioner, but nevertheless none has come forward to raise any objection in the matter of grant of permission, as sought for. Further, in this context, it may be made clear that the present petitioner Bithiak Basu being an old lady, who is suffering from ailments, has empowered one Bimal Dey to depose and look after instant case.

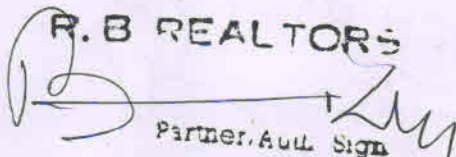
Taking the aforesaid circumstances into my conscious judicious consideration of the oral and documentary evidence adduced from the end of the petitioner, I am of the view that the petitioner has been able to establish and prove her case to the satisfaction of this court and as such she is entitled to the relief, as sought for.

In the result, the instant misc. case succeeds.

C.F. paid is correct. Hence, it is,

Ordered

that the application u/s34 of the Indian Trusts Act, 1882 be allowed exparte. The petitioner do get a permission to sell out the scheduled property ( being premises no. 34C and 34A Nayan Chand Dutta Street, Calcutta - 6) to Smt. Sushmita Das Majumdar at a consideration of Rs.10 lacs with direction to deposit the entire sale proceed with any nationalized Bank at an earliest opportunity. The petitioner is further directed to purchase a new property with the deposited money for the Seba Puja to fulfill the condition relating to observance of Seba Puja, as laid down in the body of the

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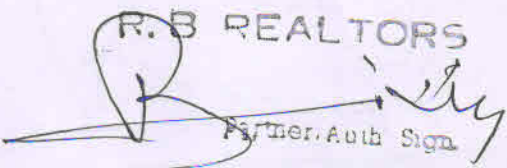
Arpannama deed dated 8.12.1941(ext.2). The petitioner is also directed to furnish documents showing deposit of the consideration money with any nationalized Bank as also the document for purchase of the new property."

**AND WHEREAS** for reason as aforesaid the said Smt. Bithika Basu has got absolute right and full authority to sell, transfer, assign and assure the "said Premises" to the said M/S Bhulila Properties a proprietorship firm being represented by its sole proprietress Smt Sushmita Das Majumdar the Vendor herein.

**AND WHEREAS** the said Smt. Bithika Basu being the Vendor therein has duly declared, confirmed and assured that she has duly followed, observed and performed the Ld. Court's order strictly.

**AND WHEREAS** the said M/s Bhulila Properties, a proprietorship firm being represented by its sole proprietress Smt Sushmita Das Majumdar Purchaser therein also has duly confirmed and assured that in terms of the Ld. Court's order as also as per provision of the aforesaid Agreement for Sale the aforesaid Purchaser therein being the Vendor herein would follow the terms and conditions in toe-toe.

**AND WHEREAS** upon fulfillment and performance of all the aforesaid terms and conditions, the said Smt Bithika Basu as Shebait to the Estates of Sree Sree Thakur Madhusudan Jew has by a registered Deed of Conveyance dated 20<sup>th</sup> day of April 2007 sold, transferred and conveyed ALL THAT the "said Premises" TOGETHER WITH structures standing thereon or on part thereof, at the "said Premises" TOGETHER WITH the tenants and occupiers lying therein more fully described in the TENANTS' SCHEDULE written hereunder unto and in favour of the said M/S Bhulila Properties a proprietorship firm being represented by its sole proprietress Smt Sushmita Das Majumdar being the Vendor herein absolutely and forever and the said Deed was duly registered at the office of the Additional Registrar of Assurances II, Kolkata.

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Partner, Auth Sign



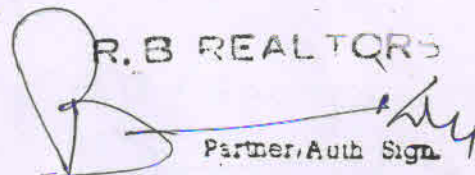
**AND WHEREAS** because of so many tenants/occupiers existing upon the "said Premises" Smt. Bithika Basu has realized that it would rather be impossible for her to settle with all the existing tenants/occupiers and to get the "said Premises" vacated and as such she has thought fit and convenient for her to sell the "said Premises".

**AND WHEREAS** the Vendor herein has proposed to sell, transfer, assign and assure the "said Premises" TOGETHER WITH the tenants and occupiers lying therein details of whom are particularly described in the TENANTS' SCHEDULE written hereunder at and for a sum of Rs.30,00,000/- (Rupees Thirty Lacs) only.

**AND WHEREAS** the Vendor has declared, confirmed and assured that the "said Premises" is free from all encumbrances, charges, liens, lis-pen-dens, acquisition, requisition and trusts of whatsoever nature excepting the tenants as aforesaid OR THAT there is no impediment legal or otherwise to sell, transfer, assign and assure the "said Premises" to any intending Purchaser OR THAT there is no defect in title either latent or patent thereof OR THAT none else than the Vendor herein has any kind of demand, claim or interest of any nature whatsoever and however in respect of the "said Premises" or any part thereof OR THAT the "said Premises" is not hit by the Urban Land (Ceiling and Regulation) Act, 1996 OR THAT the "said Premises" does not come within the perview of the Calcutta Thika Tenancy (Acquisition and Regulation) Act 1981.


**AND WHEREAS** the Vendor has agreed to keep the Purchaser indemnified and saved harmless against all losses, claims, damages, interests, suits proceedings etc. if any to be suffered by the Purchaser for any defect in title or otherwise.

**AND WHEREAS** depending upon the said representation made by the Vendor and believing the same to be true and acting on good faith thereof the Purchaser herein has agreed to purchase and acquire the "said Premises" at and for the said sum of Rs.30,00,000/- (Rupees Thirty Lacs) only.

  
R. B REALTORS  
Partner, Auth Sign

**AND WHEREAS** on or before execution the Purchaser has paid the entire consideration payable against the 'said Premises' and has requested the Vendor to execute and register a sale Deed of Conveyance in respect of the "said Premises".

**NOW THIS INDENTURE WITNESSETH** that in consideration of a sum of Rs.30,00,000/- (Rupees Thirty Lacs) only well and truly paid by the Purchaser to the Vendor as per Memo of Consideration written hereunder, the receipt whereof the full of the price for the absolute sale of the "said Premises" described in the SCHEDULE hereunder written, the Vendor doth hereby as also by the Memo of Consideration written hereunder admits and acknowledges the same and every part thereof and do hereby quit, release and forever discharge the Purchaser as well as the "said Premises" hereditaments and every part thereof the Vendor doth hereby grant, convey, transfer, assure, assign and confirm unto the Purchaser ALL THAT piece and parcel of lands thereunto belonging, containing an area of 12 Cottahs and 8 Cottahs respectively i.e total 20 Cottahs more or less TOGETHER WITH structures standing on thereon or on part thereof, at the "said Premises" TOGETHER WITH the tenants and occupiers lying therein more particularly described in the TENANTS' SCHEDULE written hereunder or HOWSOEVER OTHERWISE now are or is or herein before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all other rights, liberties, privileges, easements, appendages and appurtenance whatsoever of "said premises" belonging or any way appertaining to or usually held or enjoyed therewith or reputed to belong or appurtenant thereto AND all the right title interest property claim or demand whatsoever of the Vendor into or upon "said premises" hereinbefore granted and conveyed or otherwise expressed to or intended so to be and every part thereof TO HAVE TO HOLD that "said Premises" hereby granted and conveyed or otherwise expressed or intended so to be unto and to the use of the Purchaser absolutely and forever AND the Vendor do hereby covenant with the Purchaser that notwithstanding any act deed matter or things made by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully and rightfully

R. B REALTORS  
  
Partner/Author Sign

and absolutely seized and possessed of or otherwise well and sufficiently entitled to "said Premises" hitherto before granted and conveyed or otherwise expressed or intended so to be and every part thereof for an absolute estate or inheritance in possession or an estate equivalent thereto without any manner or condition, use or trust or encumbrances charges or other things whatsoever to alter, defeat, encumber and make void the same AND THAT notwithstanding any such acts, deeds, matters and things whatsoever as aforesaid the Vendor now has herself good right full power and absolute authority to grant, transfer, sell, convey, assure and assign "said Premises" and every part thereof free from all encumbrances charges and equities unto and to the use of the Purchaser in manner aforesaid AND THAT the Purchaser may at all times hereinafter peaceably and quietly possess, use and enjoy "said Premises" and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons having or lawful equitably claiming any estate or interest in the "said premises" from under or in trust for them the Vendor AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest in "said Premises" from under or in trust for them AND FURTHER THAT the Vendor and all person or persons having lawfully or equitably claiming any estate or interest in the "said Premises" or any part thereof from under or in trust for the Vendor shall and will from time to time and all times hereinafter at the request and cost of the Purchaser do and execute and cause to be done or executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the "said Premises" and every part thereof unto and to the Purchaser in manner as shall and may be reasonably required AND the Vendor further covenant with the Purchaser that the Purchaser will have absolute right including right to lay sewer pipes drain water pipes gas pipes cables or overhead lines for electricity telephone etc. beneath or overhead as the case may be through the common passage AND the Vendor further covenant with the Purchaser that they would keep the

Purchaser harmless and indemnified from or against all encumbrances and charges whatsoever and that the Vendor has delivered the "said premises" to the Purchaser as described in the SCHEDULE written hereunder together with original documents of title in respect of the "said Premises".

**SCHEDULE OF THE "SAID PREMISES" ABOVE REFERRED TO**

ALL THAT the brick built two buildings with all that piece and parcel of Revenue Free Land or ground thereunto belonging or on part whereof the same is erected or built containing by estimation of total 20 Cottahs i.e 12 Cottahs and 8 Cottahs of premises Nos. 34/C and 34/A, Nayan Chand Dutta Street, Kolkata - 700006 respectively but on actual measurement found as 22 Cottahs 2 Chittaks 4 Sq.Ft. be the same a little more or less TOGETHER WITH dilapidated structures measuring about 2500sq.ft. of super built-up area situate lying at the Premises Nos. 34/C and 34/A, Nayan Chand Dutta Street, Kolkata - 700006, under Police Station - Burtolla, within Ward No. - 17 shown and delineated with RED border in the map or plan annexed herewith within the limits of the Kolkata Municipal Corporation butted and bounded by:

ON THE NORTH : 8, Beadon Row.  
ON THE SOUTH : Nayan Chand Dutta Street.  
ON THE EAST : 34E and 32/5, Nayan Chand Dutta Street.  
ON THE WEST : 35 and 36, Nayan Chand Dutta Street.

**TENANTS' SCHEDULE ABOVE REFERRED TO**

<u>Name of the Tenant</u>	<u>Amount of rent paid</u>
1. Smt Rina Dhar	Rs.90/-
2. Sri Madhab Das	Rs.25/-
3. Sri Amarendra Nath Das	Rs.65/-
4. Sumanta Debnath and Brothers	Rs.90/-
5. Smt. Annapurna Ghosh	Rs.400/-

R. Saraff

S.D.M.

- 6. Sri Nalini Prakash Das
- 7. Sri Sarod Doshi
- 8. Smf Padma Paul
- 9. Smt. Rina Saha

Rs.235/-  
 Rs.700/-  
 Rs.200/-  
 Rs.250/-

S. D. M.  
 K. Sarad

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

Signed, Sealed & Delivered  
 by the **VENDOR** at Kolkata  
 in the presence of :

*Suremita Das Mazumder*  
 MAJILIA PROPERTIES  
 Proprietor

(VENDOR)

- 1. *Shri ...*
- 2. *Bimal Das*  
 100 Ananda Sarani  
 KOL - 16

Signed, Sealed & Delivered  
 by the **PURCHASER** at Kolkata  
 in the presence of :

**CITILINE DEVELOPERS PVT LTD.**

*K. Sarad*  
 Director  
 (PURCHASER)

- 1. *Shri ...*
- 2. **R. B. REALTORS**  
*Bimal Das*  
 Partner/ Auth. Sign

**R. B. REALTORS**  
*Bimal Das*  
 Partner

Received from the within-named Purchaser a total sum of Rs.30,00,000/- (Rupees Thirty Lacs) only being the consideration in full as per memo written hereunder.

MEMO OF CONSIDERATION

Paid by Pay Order bearing No. 003469 . . . . . Rs. 10,00,000/-  
drawn on HDFC Bank,

Paid by Pay Order bearing No. 003789 - - - - - Rs. 20,00,000/-  
dated 25-04-2007 drawn on HDFC  
Bank.

S. D. M.

Total :Rs.30,00,000/-  
(Rupees Thirty Lacs)  
only

WITNESSES























R. B REALTORS  
*B. Sanyal*  
Partner Auth. Sign

. 14

BMULLA PROPERTIES  
*Susmita Das Mozunder*  
Proprietor.  
SIGNATURE OF THE VENDOR

R. B REALTOR  
*[Signature]*  
Partner

**SPECIMEN FORM FOR TEN FINGERPRINTS**

	Rajiv Saroff						
		(Left Hand)					
							
		(Right Hand)					
	Saravita Das Mazumder						
		(Left Hand)					
							
		(Right Hand)					
PHOTO							
	(Left Hand)						
	(Right Hand)						
PHOTO							
	(Left Hand)						
	(Right Hand)						

**H.B. REALTOR**  
*[Signature]*  
 Partner/Auth Sign

DATED THIS 25<sup>th</sup> DAY OF APRIL 2007

15/18  
05080  
2007

DEED OF CONVEYANCE

BETWEEN

M/S BHUELLA PROPERTIES ..... VENDOR

15/06/07

AND



CITI LINE DEVELOPERS PRIVATE LIMITED ..... PURCHASER

Sri Sukhendu Pal, Advocate  
1A, Banamali Chatterjee Street  
Kolkata - 700002

R. B REALTOR  
  
Partner/Auth Sign