H.V- 1280,000 5 10925 STAMP AFFIXED BY People and the Courtes is seened in Regulation. The Services Short will the Application with the Delivery Miles of the Controlled we beported his Equipment CONVEYANCE Date: 4th August, 2006 1. Place: Kolkata 2. Parties: Swapan Kumar Banerjee, son of Late Kishori Mohan Banerjee, residing at 9, Jogendra Garden, Kolkata-700042 (Vendor, include successors-in-interest and/or assigns)

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CRESORISED for regulation NEW BALLYGUNGE BUILDERS (P) LTD. Director (Bonnath Munchops for self and constituted allowery of Sharanistha Hunchops and World (world).

- Ms. Manashi Banerjee, wife of Late Megh Nath Banerjee residing at 4219, Brandon Gate Drive, Mississauga, Ontario, Canada L-4, T3, K3, represented by her constituted attorney Swapan Kumar Banerjee (First Confirming Party)
- Joydip Banerjee, son of Late Megh Nath Banerjee, residing at 4219, Brandon Gate Drive, Mississauga, Ontario, Canada L-4, T3, K3, represented by her constituted attorney Swapan Kumar Banerjee (Second Confirming Party)
- 3.4 Ms. Debjani Barua, daughter of Late Megh Nath Baoerjee and wife of Cliff Barua, residing at 265, Mossbrook Square Pickering, Mississauga, Ontario, Canada L-4, T3, K3, represented by her constituted attorney Swapan Kumar Banerjee (Third Confirming Party)
 - 3.5 Ms. Madhabi Banerjee, wife of Debabrata Banerjee, residing at 260, Banku Behari Chatterjee Road, Kolkata-700042 (Fourth Confirming Party)
- 3.6 Somnath Mukherjee, son of Late Adi Keshab Mukherjee, residing at 260, Banku Behari Chatterjee Road, Kolkata-700042 (Fifth Confirming Party)
- Ms. Taruna Mukherjee, daughter of Late Adi Keshab Mukherjee residing at 260, Banku Behari Chatterjee Road, Kolkata-700042 (Sixth Confirming Party)
- 3.8 Ms. Sarmistha Mukherjee, wife of Samir Nidhi Mukherjee, residing at Block B, P- 27, Bangur Avenue, Kolkata-700055 represented by her constituted attorney Somnath Mukherjee (Seventh Confirming Party)
- 3.9 Ms. Madhury Mukhopadhaya (Worlee), wife of Dr. Zeri Worlee, residing at Lange Voort 217, 2343 CD, Oegstgeest, The Netherland, represented by her constituted attorney Somnath Mukherjee [Eighth Confirming Party]
- 3.10 Hare Krishna Prasad, son of Madhukar Prasad, residing at 14M, Kalupara Lane, Kolkata-700037 (Ninth Confirming Party)
- 3.14 Ms. Archana Devi Prasad, wife of Hare Krishna Prasad, residing at 14M, Kalupara Lane, Kolkata-700 037 (Tenth Confirming Party)
- 3.12 Somnath Ghosh, son of Late Probodh Chandra Ghosh, residing at 23, Snuff Mill Street, Kolkata-700056 (Eleventh Confirming Party)
- 3.13 Shambhu Nath Neotia, son of Late Hariram Neotia, residing at 244, Chittaranjan Avenue, Kolkata-700006 (Twelfth Confirming Party)
- 3/14 Sajjan Kumar Neotia, son of Late Hariram Neotia, residing at 244, Chittaranjan Avenue, Kolkata-700006 (Thirteenth Confirming Party)
- 3.15 New Ballygunge Builders Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A, Acharya Jagdish Chandra Bose Road, Kolkata-700017 (Fourteenth Confirming Party)

Swalp on Kor. Bank is for self as constated Manashi Banen Jedjani Barne. Madheli Baneger Taruma Mulchery : Identified by me-Prescription packey PERAPERS-1, GORRANA (First Confirming Party, Second Confirming Party, Third Confirming Party, Fourth Confirming Party, Fifth Confirming Party, Sixth Confirming Party, Seventh Confirming Party, Eighth Confirming Party, Ninth Confirming Party, Tenth, Eleventh, Eleventh Confirming Party, Twelfth Confirming Party, Thirteenth Confirming Party and Fourteenth Confirming Party, collectively Confirming Parties which expression shall include their and each of their respective successors-in-interest)

And

3.16 New Ballygunge Builders Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A, Acharya Jagdish Chandra Bose Road, Kolkata-700017 (Purchaser, includes successors-in-interest and/or assigns).

Vendor, Confirming Parties and Purchaser, collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES:

- 4. Subject Matter of Conveyance:
 - 4.1 Description: Undivided 1 (one) Contah and 13 (thirteen) Chittack of land together with undivided proportionate share in the dwelling house, messuage and tenements measuring 625.83 (six hundred twenty five and point eight three) Square Feet out of Municipal Premises No.8, Bose Pukur Road (formerly 8 and 8B, Bose Pukur Road), Kolkata-700042, Police Station Kasha (formerly Tollygunge), District South 24 Parganas (formerly 24 Parganas), Sub Registration Office Alipore, within Ward No.67 of the Kolkata Municipal Corporation delineated on the Plan annexed hereto, described in the 3rd Schedule below (Said Property).
- Representations, Warranties and Covenants of the Vendor and Confirming Parties:
 - 5.1 Representations, Warranties and Covenants on Onain of Title:
 - 5.1.1 Possession of First Premises: Montaj Ali Mondal and Antaj Ali Mondal, both sons of Babujan Mondal, Morium Bibi, Bahar Ali Mondal and Meher Ali Mondal (collectively Montaj Ali Mondal & Ors.) were Rayati Mokarari tenants in respect of 26 (twenty six) Decimals of land equivalent to 15 (fifteen) Cottah and 6 (six) Chittack in C.S. Dag No.1307, Khanan No.644, Touzi No.145, R.S. No.233, J.L. No.13, Mouza Kasba, Pargana Kolikata, Police Station Tollygunge (now Kasba), Sub Registry Alipore, within Tollygunge Municipality (now within Calcutta Municipal Corporation), District 24 Parganas (now South 24 Parganas) (First Premises) under the then Zamindars, Atindra Nath Das and others and while Montaj Ali Mondal & Ors., were in possession and enjoyment of the First Premises, it was recorded in their names in the finally published record of rights.

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5.1.2 Conversion of First Premises: The First Premises was originally recorded as agricultural land but Montaj Ali Mondal & Ors., converted the same into homestead and constructed residential structures thereon.

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- 5.1.3 Sale of First Premises: By a Bengali Kobala (Sale Deed) dated 25th March, 1930 and registered in the Office of the District Sub-Registrar, Alipore in Book No.I, Volume No.41, at Pages 98 to 100, Being No.1039 for the year 1930, Montaj Ali Mondal & Ors. sold and conveyed the entirety of the First Premises to Sheikh Baru Mistry, Shiekh Noor Mohammad Mistry and Sheikh Sovan Mistry (Original Purchasers), at or for the consideration therein mentioned.
- 5.1.4 Demise of Sheikh Baru Mistry: Sometime thereafter, Sheikh Baru Mistry died ummarried and intestate, leaving behind him surviving his father, Sheikh Haran Mistry as his sole heir who inherited the entirety of his undivided share in the First Premises.
- 5.1.5 Demise of Sheikh Haran Mistry: Sometime thereafter, Sheikh Haran Mistry died intestate leaving behind him surviving his widow, two sons, namely Sheikh Noor Mohammad Mistry and Sheikh Sovan Mistry and three daughters, namely, Mussamat Amina Bibi, Mussamat Samiran Bibi and Mussamat Tooni Bibi as his heirs and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Sheikh Haran Mistry in the First Premises.
- 5.1.6 Demise of Sheikh Noor Mohammad Mistry: Some time thereafter, Sheikh Noor Mohammad Mistry died intestate, leaving behind him surviving his mother, his wife Mussamat Bechni Bibi, four sons, namely, Oli Mohammad, Khalek Mohammad, Malek Mohammad and Sohrab Mohammad and three daughters, namely Mussamat Begum Bibi, Mussamat Shahajadi Bibi and Mussamat Noor Nehar Bibi as his sole heirs and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Noor Mohammad Mistry in the First Premises.
- 5.1.7 Demise of Widow of Late Sheikh Haran Mistry: Sometime thereafter, the widow of Late Sheikh Haran Mistry died intestate, leaving behind her surviving her son Sheikh Sovan Mistry and three daughters, namely, Mussamat Amina Bibi, Mussamat Samiran Bibi and Mussamat Toorii Bibi as her heir and heiresses who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of the widow of Sheikh Haran Mistry in the First Premises.
- 5.1.8 Demise of Mussamat Amina Bibi: Mussamat Amina Bibi, a childless widow, died intestate, leaving behind her surviving her brother, Sheikh Sovan Mistry and two sisters, namely, Mussamat Samiran Bibi and Mussamat Tooni Bibi as her sole heir and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Amina Bibi in the First Premises.
- 5.1.9 Demise of Mussamat Samiran Bibi: Mussamat Samiran Bibi died intestate, leaving behind her surviving three sons, namely, Ashgar



- Ali Mondal, Akbar Ali Mondal and Joynal Ali Mondal as her sole heirs, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Samiran Bibi in the First Premises.
- 5.1.10 Demise of Mussamat Bechni Bibi: Mussamat Bechni Bibi died intestate leaving behind her surviving four sons, namely, Oli Mohammad, Khalek Mohammad, Malek Mohammad and Sohrab Mohammad and three daughters, namely Begum Bibi, Shahajadi Bibi and Noor Nehar Bibi as her sole heirs and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Bechni Bibi in the First Premises.
- 5.1.11 Owners of First Premises: In the circumstances, Sheikh Sovan Mistry, Mussamat Tooni Bibi, Oli Mohammad, Khalek Mohammad, Malek Mohammad, Sohrab Mohammad, Begum Bibi, Shahajadi Bibi, Noor Nehar Bibi, Ashgar Ali Mondal, Akbar Ali Mondal and Joynal Ali Mondal, (collectively Sk. Sovan Mistri And Ors.) jointly (in shares specified under the Mohammedan Law) became the absolute owners of the First Premises.
- 5.1.12 Agreement to Sell First Premises: By an Agreement dated 5th August, 1991 (First Agreement) Sk. Sovan Mistry And Ors. agreed to sell, transfer and convey or caused to be sold, transferred and conveyed the entirety of the First Premises to and unto Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia, Ms. Kamala Mukherjee, Ms. Madhabi Banerjee, Megh Nath Banerjee and Himaja Prasad Bhattacharjee (Swapan & Ors.) (in specified undivided shares), for the consideration therein mentioned.
- 5.1.13 Demise of Mussamat Tooni Bibi: Sometime thereafter, Mussamat Tooni Bibi died intestate leaving her surviving two sons, namely, Yusuf Khan and Isa Khan as her sole heirs who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Tooni Bibi in the First Premises subject to the benefits and obligations under the First Agreement.
- 5.1.14 Joint Owners of First Premises: In the circumstances (I) Sheikh Sovan Mistry, (2) Oii Mohammad, (3) Khalek Mohammad, (4) Malek Mohammad, (5) Sohrab Mohammad, (6) Mussamat Noor Nehar Bihi, (7) Mussamat Begum Bihi, (8) Mussamat Shahajadi Bibi, (9) Ashgar Ali Mondal, (10) Akhar Ali Mondal, (11) Joynal Ali Mondal, (12) Yusuf Khan and (13) Isa Khan, (collectively Sheikh Sovan Mistry And Twelve Others) who were all governed by the Sunni School of Mohammedan Law, jointly (in shares specified under the Mohammedan Law) became the absolute owners of the First Premises, having the following shares:

1)	Sheikh Sovan Mistry	71/144th Share
2)	Oli Mohammad	25/396th Share
3)	Khalek Mohammad	25/396+ Share
4)	Malek Mohammad	25/396* Share
5)	Sohrab Mohammad	25/3964 Share
6)	Mussamat Noor Nehar Bibi	25/792 [™] Share

7)	Mussamat Begum Bibi	25/792 nd Share
8)	Mussamat Shahajadi Bibi	25/792 rd Share
9)	Ashgar Ali Mondal	23/864th Share
10)	Akbar Ali Mondal	23/864# Share
11)	Joynal Ali Mondal	23/864 th Share
12)	Yusuf Khan	23/5766 Share
13)	Isa Khan	23/576* Share

subject to the rights of Swapan & Ors. under the First Agreement.

- 5.1.15 First Premises Numbered: In the meanwhile, the First Premises was brought within the jurisdiction of the Calcutta Municipal Corporation and was numbered as Municipal Premises No.8B, Bose Pukur Road, Calcutta.
- 5.1.16 Conveyance of the First Premises: Pursuant to the First Agreement, by a Conveyance dated 20th November, 1991, registered in the Office of the District Sub Registrar at Alipore in Book No.I, Volume No.280, at Pages 478 to 497, Being No.16829 for the year 1991, Sheikh Sovan Mistri And Twelve Others sold, transferred and conveyed the entirety of the First Premises to Swapan & Ors., for the consideration therein mentioned and in the following specified shares:

1)	Hare Krishna Prasad	Undivided 7 Cot	ah 3 Chittack
2)	Shambhu Nath Neotia	Undivided 7 Cet	ah 3 Chittack
3)	Swapan Kumar Banerjee	Undivided	4 Chittack
4)	Ms. Madhabi Banerjee	Undivided	3 Chittack
5)	Ms. Kamala Mukherjee	Undivided	3 Chittack
6)	Himaja Prasad Bhattacharjee	Undivided	3 Chittack
7)	Megh Nath Barrerjee	Undivided	3 Chittack

- 5.1.17 Korfa Tenancy of Momin Ali Sheikh: Momin Ali Sheikh was a korfa tenant in respect of 91 (ninety one) Decimals of partly homestead, partly garden and partly agricultural lands with residential structures thereon, appertaining to C.S. Khatian No.114, contained in Dag Nos.1312, 1313, 1318, 1305, 1306 and 1316, Touzi No.145, J.L. No.13, R.S.No.233, Pargana Kolikata, Mouza Kasba, under Police Station Tollygunge (now Kasba), District 24 Parganas (South) (formerly 24 Parganas), Sub-Registry Office Alipore previously under Tollygunge Municipality now under Calcutta Municipal Corporation (Second Premises) under the then landlords, Abdul Wahed Sarkar and others.
 - 5.1.18 Demise of Momin Ali Sheikh: Momin Ali Sheikh was a Sunni Muslim and while he was in possession and enjoyment of the Second Premises, he died leaving behind him surviving his only widow Alekjan Bibi and two sons, namely Sheikh Aminuddin and Sheikh Hormuz Ali as his only heiress and heirs, who jointly (in shares specified under the Mohammedan Law) inherited the Second Premises and were in joint possession and enjoyment of the same.
- 5.1.19 Demise of Sheikh Aminuddin: Sometime thereafter, Sheikh Aminuddin died leaving behind him surviving his mother Alekjan Bibi, his wife Momina Bibi, his daughter Asia Bibi and his brother Sheikh

- Hormuz Ali as his only heiresses and heirs, who jointly (in shares specified under the Mohammedan Law) inherited the share of Late Sheikh Aminuddin in the Second Premises.
- 5.1.20 Demise of Alekjan Bibi: Sometime thereafter, Alekjan Bibi died leaving behind her surviving her son Sheikh Hormuz Ali as her only heir, who inherited the entire share of Late Alekjan Bibi in the Second Premises.
- 5.1.21 Demise of Momina Bibi: Sometime thereafter, Momina Bibi died leaving behind her surviving her daughter Asia Bibi as her only heiress, who inherited the entire share of Late Momina Bibi in the Second Premises.
- 5.1.22 Ownership of Second Premises: In the circumstances, Sheikh Hormuz Ali and Asia Bibi jointly (in shares specified under the Mohammedan Law) became the absolute owners of the Second Premises.
- 5.1.23 Suit for Partition of Second Premises: While Sheikh Hormuz Ah and Asia Bibi were in joint possession and enjoyment of the Second Premises, disputes arose between them and Asia Bibi filed Partition Suit No.47 of 1956 against Sheikh Hormuz Ali in the 3rd Court of the Sub-Judge at Alipore (Partition Suit) for partition of the Second Premises by metes and bounds.
- 5.1.24 Declaration of Portions: By a contested decree passed on 6th August, 1958 in the Partition Suit, Asia Bibi's share in the Second Premises (Asia's Portion) and Sheikh Hormuz Ali's share in the Second Premises (Sheikh Hormuz Ali's Portion) were declared.
- 5.1.25 Said Portion of Second Premises: A portion of the Second Premises admeasuring 40 (forty) Cottah more or less was brought within the jurisdiction of the Calcutta Municipal Corporation and was numbered as Premises No.8, Bose Pukur Road, Calcutta (Said Portion Of Second Premises).
- 5.1.26 Asia's Share Of The Said Portion: The share allotted to Asia Bibi under the Partition Suit comprised of a demarcated portion of the Said Portion Of The Second Premises admeasuring 11 (eleven) Cottah, more or less (Asia's Share Of The Said Portion).
- 5.1.27 Hormuz's Share Of The Said Portion: The share allotted to Sheikh Hormuz Ali under the Partition Suit comprised of the demarcated portion of the Said Portion Of The Second Premises admeasuring 29 (twenty nine) Cottah, more or less (Hormuz's Share Of The Said Portion).
- 5.1.28 Gift by Sheikh Hormuz Ali: By a Bengali Heba (Deed of Gift) dated 17th February, 1967 and registered in the Office of the Sub-Registrar Behala in Book No.I, Volume No.11, at Pages 180 to 184, Being No.899 for the year 1967, Sheikh Hormuz Ali gifted and transferred an undivided portion of Hormuz's Share Of The Said Portion



admeasuring 44 (forty four) Decimals, equivalent to 26 (twenty six) cottah, more or less, to and unto Baharan Bibi, wife of Sheikh Hormuz Ali, free from all encumbrances.

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- 5.1.29 Sale by Baharan Bibi: By a Bengzli Kobala (Deed of Sale) dated 12th January, 1974, registered in the Office of the Sub-Registrar of Alipore in Book No.1, Volume No.23, at Pages 137 to 140, Being No.151 for the year 1974, Baharan Bibi sold, transferred and conveyed an undivided portion of Hormuz's Share Of The Said Portion as acquired by Baharan Bibi admeasuring 8 (eight) Decimals equivalent to 5 (five) cottah more or less to and unto Himaja Prasad Bhattacharjee, for the consideration therein mentioned and free from all encumbrances.
- 5.1.30 Purchase of Balance of Hormuz's Share Of The Said Portion: By diverse other conveyances, details whereof are mentioned in the First Schedule hereto, Swapan Kumar Banerjee, Ms. Kamala Mukherjee, Ms. Madhabi Banerjee and Megh Nath Banerjee, since deceased purchased the balance portion of Hormuz's Share Of The Said Portion.
- 5.1.31 Purchase of Asia's Share Of The Said Portion: By another Conveyance dated 9th August, 1991 and registered in the Office of the District Registrar Alipore in Book No.I, Volume No.183, at Pages 358 to 373, Being No.12364 for the year 1991, Swapan Kumar Bancrjee, Hare Krishna Prusad and Shambhu Nath Neotia jointly but in specified shares purchased the entirety of Asia's Share Of The Said Portion from Asia Bibi, free from all encumbrances, for the consideration therein mentioned.
- 5.1.32 Ownership of First Premises and Said Portion of Second Premises: In the circumstances and by virtue of the aforesaid purchases and transfers:
 - a. The entirety of the First Premises came to be owned by the Himaja Prasad Bhattacharjee, Swapan Kumar Banerjee, Hare Krishna Prasad, Ms. Madhabi Banerjee, Ms. Kamala Mukherjee, Shambhu Nath Neotia and Meghnath Banerjee, jointly but in specified shares, without demarcation.
 - b. Hormuz's Share Of The Said Portion came to be owned by Himaja Prasad Bhattacharjee, Swapan Kumar Banerjee, Ms. Kamala Mukherjee, Ms. Madhabi Banerjee and Meghnath Banerjee jointly but in specified shares, without demarcation.
 - c. Asia's Share Of The Said Portion came to be owned by Swapan Kumar Banerjee, Hare Krishna Prasad and Shambhu Nath Neotia jointly but in specified shares, without demarcation.
 - 5.1.33 Second Agreement: By an Agreement dated 9th August, 1991 (Second Agreement) between Himaja Prasad Bhattacharjee, Swapan Kumar Banerjee, Ms. Kamala Mukherjee & Ors., Ms. Madhabi

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Banerjee and Megh Nath Banerjee agreed to sell, transfer and convey the entirety of their respective right, title and interest in Hormuz's Share Of The Said Portion to Hare Krishna Prasad, Ms. Archna Devi Prasad, Somnath Ghosh, Shambhu Nath Neotia and Sajjan Kumar Neotia (collectively Agreement Holders), for the consideration therein mentioned.

- 5.1.34 Advance by Agreement Holders: In pursuance of the Second Agreement, Swapan Kumar Banerjee has received from the Agreement Holders an advance of Rs.215/- (Rupees two hundred and fifteen) for and towards sale of her undivided 1 (one) Cottah and 13 (thirteen). Chittack of land with structures out of Hormuz's Share Of The Said Portion and the First Premises.
- 5.1.35 Amalgamated Premises: The First Premises and the Said Portion Of the Second Premises (comprising of Hormux's Share Of The Said Portion and Asia's Share Of The Said Portion) are contiguous and adjoin each other and hence the respective owners thereof applied to the Calcutta Municipal Corporation for amalgamation of the same and upon such application the same was amalgamated into a single Municipal Holding and renumbered as Premises No.8, Bose Pukur Road, Calcutta and the same is more fully described in the 2nd Schedule hereto (Amalgamated Premises).
- 5.1.36 Sale by Himaja Prasad Bhattacharjee: By a Conveyance dated 9th April, 1999, registered in the Office of the Additional Registrar of Assurances-I in Book No. I, bearing Serial No. P1852 for the year 1999, Himaja Prasad Bhattacharjee sold, transferred and conveyed an undivided 5 (five) Cottah and 3 (three) Chittack, more or less [comprising of 3 (three) Chittacks out of the First Premises and 5 (five) Cottah out of Hormuz's Share Of The Said Portion] out of the Amalgamated Premises to and unto New Ballygunge Builders Private Limited, for the consideration therein mentioned and free from all encumbrances.
- 5.1.37 Construction on Amalgamated Premises: Himaja Prasad Bhattacharjee, Swapan Kumar Banerjee, Ms. Kamala Mukherjee, since deceased, Ms. Madhabi Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia and Megh Nath Banerjee, since deceased jointly submitted a plan for sanction to the Calcutta Municipal Corporation (Submitted Plan) for construction of building and/or buildings on the Amalgamated Premises which Plan is pending sanction.
- 5.1.38 Demise of Megh Nath Banerjee: In or around 1999, Megh Nath Bnerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife Ms. Manashi Banerjee, son, Joydip Bannerjee and daughter, Ms. Debjani Bannerje, as his only heiresses and heir, who have jointly and in equal shares became entitled to the undivided share and/or interest of Late Megh Nath Banerjee in Hormuz's Share Of The Said Portion and the First Premises.



5.1.39 Demise of Ms. Kamala Mukherjee: In or about 2002, Ms. Kamala Mukherjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her husband Adi Keshab Mukherjee, son Somnath Mukherjee and 5 (five) daughters namely, Ms. Taruna Mukherjee, Ms. Madhabi Banerjee, Ms. Sarmistha Mukherjee, Ms. Madhury Mukhopadhaya and Ms. Manashi Banerjee, as her only heir and heiresses, who have jointly and in equal shares became entitled to the undivided share and/or interest of Late Kamala Mukherjee in Hormuz's Share Of The Said Portion and the First Premises.

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- 5.1.40 Demise of Adi Keshab Mukherjee: In or around August, 2005, Adi Keshab Mukherjee a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his son Somnath Mukherjee and 5 (five) daughters namely, Ms. Taruna Mukherjee, Ms. Madhabi Banerjee, Ms. Sarmistha Mukherjee, Ms. Madhury Mukhopadhaya and Ms. Manashi Banerjee, as her only heir and heiresses, who have jointly and in equal shares became entitled to the undivided share and/or interest of Late Adi Keshab Mukherjee in Hormuz's Share Of The Said Portion and the First Premises.
- 5.1.41 Ownership of Swapan Kumar Banerjee: The undivided share and/or interest of Swapan Kumar Banerjee, the Vendor berein, in the Amalgamated Premises is 1 (one) Cottah and 13 (thirteen) Chittack, more or less [comprising of 1 (one) Chittacks out of the First Premises, 2 (two) Chittack out of Asia's Share Of The Said Portion, 1 (one) Cottah 6 (six) Chittack out of Hormuz's Share Of The Said Portion from Baharan Bibi and 4 (four) Chittack out of Hormuz's Share Of The Said Portion] and such share of Swapan Kumar Banerjee in the Amalgamated Premises being the Said Property is morefully described in the 3rd Schedule.
- 5.1.42 Nomination of Purchaser: The Agreement Holders, not being desirous of completing the purchase of the Said Property have nominated the Purchaser herein to receive the Said Conveyance and have requested the Vendor to complete the same thereof in favour of the Purchaser herein in terms of the Second Agreement together with a like share in the benefit of the Submitted Plans and the Vendor have accepted such request of the Agreement Holders.
- 5.1.43 Vendor's Capacity to Sell: Thus in effect, the Vendor has agreed to sell to the Purchaser the entirety of the Said Property to the Purchaser in its independent capacity (in so far as the Vendor's share in the First Premises is concerned) and the Purchaser has agreed to purchase as the nominee of the Agreement Holders (in so far as the Vendor's share in Hormuz's Share Of The Said Portion is concerned) at or for a total consideration of Rs.1,08,750/- (Rupees one lac eight thousand seven hundred and fifty) (which includes the advance received by the Vendor from the Agreement Holders under the Second Agreement).
- 5.1.44 Joining of Confirming Parties: In as much as the Confirming Parties are the co-sharers of the Vendor in respect of the Amalgamated Premises, pursuant to the letter of even date, they have joined this

Conveyance to confirm and place on record that they have no objection to the sale being made by the Vendor hereunder and in as much as Hare Krishna Prasad, Ms. Archna Devi Prasad, Somnath Ghosh, Shambhu Nath Neotia and Sajjan Kumar Neotia (i.e. the Agreement Holders) have nominated the Purchaser to take a conveyance of the Said Property by virtue of the Second Agreement, they have also joined this Conveyance to confirm that they have made such nomination in favour of the Purchaser.

- 5.1.45 True and Correct Representations: The Vendor is the undisputed owner of the Said Property, such ownership having been acquired in the manner stated in Clauses 5.1.1 to 5.1.43 above, the contents of which are all true and correct.
- 5.2 Representations, Warranties and Covenants on Encambrances:

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- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition or requisition of the Said Property and declare that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 5.2.2 No Encumbrance by Act of Vendor: The Vendor have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.3 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.4 Free from all Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargadars Income Tax Attachment, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.5 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.6 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.
- 5.2.7 No Repatriation of Consideration: The Vendor shall not repatriate under any circumstances any part of the consideration mentioned in clause 7.2 below out of India without the permission of the Reserve Bank Of India.

6. Background:

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- 6.1 Agreement to Sell and Purchase: The Vendor has approached and offered to sell the Said Property together with a like share in the benefit of the Submitted Plans and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has agreed to purchase the Said Property.
- 6.2 Joining of Confirming Parties: The Confirming Parties have joined this conveyance to record its express consent to the sale of the Said Property together with a like share in the benefit of the Submitted Plans being made hereunder.

7. Transfer:

- 7.1 Conveyance: The Vendor hereby sells, conveys and transfers to the Purchaser, free from all encumbrances, the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, being undivided land measuring approximately ! (one) Cottah 13 (thirteen) Chittack, more or less situate, lying at and being Premises No.8, Bose Pukur Road (formerly 8 and 8B, Bose Pukur Road), Kolkata-700042, Police Station Kasba (formerly Tollygunge), District South 24 Parganas (formerly 24 Parganas), Sub Registration Office Alipore, within Ward No.67 of the Kolkata Municipal Corporation delineated on the Plan annexed hereto, described in the 3rd Schedule below together with a like share in the benefit of the Submitted Plans and the Confirming Parties confirm such sale.
- 7.2 Consideration: The sale, conveyance and transfer of the Said Property together with a like share in the benefit of the Submitted Plans to the Purchaser is being made in consideration of a sum of Rs.1,08,750/- (Rupees one lac eight thousand seven hundred and fifty) paid to the Vendor, the entirety of which has been received by the Vendor and the Vendor has executed the Receipt and Memo of Consideration below to admit and acknowledge the same. The Confirming Parties confirm such sale.

8. Terms of Transfer:

- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
 - 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882
 - 8.1.2 Absolute: absolute, irreversible and perpetual
 - 8.1.3 Free from encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargadars, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever
 - 8.1.4 Together With: together with all other rights the Vendor has in the Said Property together with a like share in the benefit of the Submitted Plans and all other appurtenances thereto including but not

limited to customary and other rights of easements for beneficial use of the Said Property.

- 8.2 Subject To: The transfer being effected by this Conveyance is subject to:
 - 8.2.1 Indemnification: indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendor about the correctness of the Vendor's title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at the Vendor's own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
 - 8.2.2 Transfer of Property Act: all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khas, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.4 Outgoings: All statutory taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor.
- 8.6 Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times bereafter, indemnify and keep indemnified the Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.7 Further Acts: The Vendor hereby covenants that the Vendor of any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or its successors ininterest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

I* Schedule (Details of the Conveyances by which Hormuz's Share of the Said Portion have been purchased)

SI.No.	Name of Vendor	Name of the Purchaser	Date of Deed	Details of Deed	Area Purchased
1.	Sheikh Hormuz Ali	Swapan Kumar Banerjee and (Smt.) Madhabi Banerjee	17.2.67	Bengali Kobala - Jt. Sub-Registrar, Alipore at Behala - L/11/174- 179/898/67	22 Decimals
2.	Baharan Bibi	Swapan Kumar Banerjoe and (Smt.) Kamala Mukherjee	24.7.67	Bengal Kobala – Sub-Registrar, Alipore 1/108/33- 38/5528/67	10 Decimals
3.	Baharan Bibi	Megh Nath Banerjee	12.1.74	Bengali Kobala - Sub-Registrar, Alipore 1/9/145- 149/162/74	8 Decimals

2nd Schedule (Amalgamated Premises)

Land together with dwelling house, messuages, tenements, erect and/or built thereon admeasuring 55 (fifty five) Cottah more or less situate, lying at and being Premises No.8, Bose Pukur Road (formerly 8 and 8B, Bose Pukur Road), Kolkata-700042, Police Station Kasba (formerly Tollygunge), District South 24 Parganas (formerly 24 Parganas), Sub Registration Office Alipore, within Ward No.67 of the Kolkata Municipal Corporation delineated on the Plan annessed hereto, bordered in colour Red thereon and butted and bounded as follows:

On the North: By lands in C.S. Dag Nos. 1300, 1304 and 1308;
On the East: Partly by land in C.S. Dag No. 1310 and partly by land in C.S. Dag No. 1311;
On the South: By Municipal Road known as Bose Pukur Road;

On the West: Parily by land in C.S. Dag No.1314 and parily by land in C.S.

Dag No.1317.

3rd Schedule (Said Property)

Undivided I (one) Cottah and 13 (thirteen) Chittack of land together with undivided proportionate share in the dwelling house, messuage and tenements measuring 625.83 (six hundred twenty five and point eight three) Square Feet out of Municipal Premises No.8, Bose Pukur Road (formerly 8 and 8B, Bose Pukur Road), Kolkata-700042, Police Station Kasba (formerly Tollygunge), District South 24 Parganas (formerly 24 Parganas), Sub Registration Office Alipore, within Ward No.67 of the Kolkata Municipal Corporation delineated on the Plan annexed hereto together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

9. Execution and Delivery:

9.1 In Witness Whereof the Parties have executed and delivered this instrument of Conveyance on the date given above.

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Signature PRA PARA Name Presday Par Ray Father's Name X2 R-K. Par Ray Milites 1-C. Dev grow L K Of 19

Name SUKUMAR ADAK ABOVEYO: AA HOMMOHARMAGUO, KOIKOATA-70000C Fathers Name: A. Nambabi Adak

Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs.1,08,750/- (Rupees one lac eight thousand seven hundred and fifty) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode Date Bank Amount (Rs)

Cash 4-8-2-06 Rs. 1, 38, 758 :

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Name Suramar Adak

Name Suramar Adak

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Government Of West Bengal

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

Endorsement For Deed Number : 1 - 02819 of 2010 (Serial No. 08045 of 2006)

On 04/08/2006

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.-1280000/-

Certified that the required stamp duty of this document is Rs.- 76800 /- and the Stamp duty paid as: Adhesive Rs.- 10925/-

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

Presented for registration at 19.00 hrs on :04/08/2006, at the Office of the A.R.A.-I KOLKATA by Sajjan Kumar Neotia , one of the Executants.

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

Execution is admitted on 04/08/2006 by

- Swapan Kumar Banerjee, son of Lt Kishori Mohan Banerjee, 9, Jogendra Garden, District:-Kolkata, WEST BENGAL, India, P.O.: -.. Pin:-700042 By Caste Hindu, By Profession: Others
- Madhabi Banerjee, wife of Debabrata Banerjee, 260 Banku Behari Chatterjee Rd., District:-Kolkata, WEST BENGAL, India, P.O.:-. Pin:-700042 By Caste Hindu, By Profession: Others
- Somnath Mukherjee, son of Lt Adi Keshab Mukherjee . 260 Banku Behari Chatterjee Rd. . District:-Kolkata, WEST BENGAL, India, P.O. :-. Pin :-700042 By Caste Hindu, By Profession: Others
- Taruna Mukherjee, daughter of Lt Adi Keshab Mukherjee, 260 Banku Behari Chatterjee Rd, .
 District:-Kolkata, WEST BENGAL, India, P.O. :-.. Pin :-700042 By Caste Hindu, By Profession: Others
- Harekrishna Prasad, son of Madhukar Prasad, 14f Kalupara Lane, District:-Kolkata, WEST BENGAL, India, P.O.:-. Pin:-700037 By Caste Hindu, By Profession: Others
- Archana Devi Prasad, wife of Hare Krishna Prasad.
 14f Kalupare Lane, District Kolkata, WEST BENGAL, India, P.O.:-. Pin:-700037 By Caste Hindu, By Profession, Others
- Somnath Ghosh, son of Lt Probodh Chandra Ghosh, 23 Snuff Mill St., District-Kolkata, WEST BENGAL, India, P.O.:-.. Pin:-700056 By Caste Hindu, By Profession: Others
- Shambhu Nath Neotia, son of Lt Hariram Neotia, 244 Chittaranjan, Avenue, District: Kolkata, WEST BENGAL, India, P.O.:-.. Pin:-700006 By Caste Hindu, By Profession: Others

9. Sajjan Kumar Neotia
Director, New Ballygunge Builders Pvt Ltd, 6/7a A. J. C. Bose Rd, District:-Kolksta, WEST BENGAL, India, P.O.:-. Pin:-700017

By Profession: Others

Others

2 0 MIR 2010

AND REPORTS OF THE PARTY OF

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

20/03/2010 16:09:00

EndorsementPage 1 of 3



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

District:-Kolkata

Endorsement For Deed Number : 1 - 02819 of 2010 (Serial No. 08045 of 2006)

10. H K Prasad

Director, New Ballygunge Builders Pvt Ltd, 6/7a A. J. C. Bose Rd, , District:-Kolkata, WEST BENGAL, India, P.O.:-.. Pin:-700017.

By Profession: Others

Identified By Pradip Palray, son of High Court Cal, , District:-Kolkata, WEST BENGAL, India, P.O.:-..., By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

- Swapan Kumar Banerjee, son of Lt Kishori Mohan Banerjee, 9, Jogendra Garden, District:-Kolkata, WEST BENGAL, India, P.O. :-. Pin:-700042 By Caste Hindu By Profession: Others, as the constituted attorney of 1. Manashi Banerjee 2. Joydip Banerjee 3. Debjani Barua is admitted by him.
- Somnath Mukherjee, son of Lt Adi Keshab Mukherjee , 260 Banku Behari Chatterjee Rd, .
 District:-Kolkata, WEST BENGAL, India, P.O. :-.. Pin :-700042 By Caste Hindu By Profession:
 Others,as the constituted attorney of 1. Sarmistha Mukherjee 2. Madhury Mukhopadhyay (worlee) is
 admitted by him.

Identified By Pradip Palray, son of, High Court Cal, . District:-Kolkata, WEST BENGAL, India, P.O.:-..., By Caste: Hindu, By Profession: Advocate.

(Dines Kumar Mukhopadhyay) ADDL REGISTRAR OF ASSURANCE-I

On 05/08/2006

Payment of Fees:

Fee Paid in rupees under article : A(1) = 1188/- ,E = 63/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 05/08/2006

(Dines Kumar Mukhopadhyay) ADDL REGISTRAR OF ASSURANCE-I

On 20/03/2010

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.

Deficit stamp duty

Deficit stamp duty

- Rs. 45000/- is paid13737019/03/2010STATE BANK OF INDIA, Gol Park, Kolkata, received on 20/03/2010
- Rs. 20900/- is paid27921719/03/2010STATE BANK OF INDIA, Tringular Park, Kolkata, received on 20/03/2010

2 0 W/R 2010

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(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

EndorsementPage 2 of 3



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

Endorsement For Deed Number : I - 02819 of 2010 (Serial No. 08045 of 2006)

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees:

A(1) = 12881/- on 20/03/2010.

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I



2 0 NVR 2010

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

SPECIMEN FORM TEN FINGER PRINTS

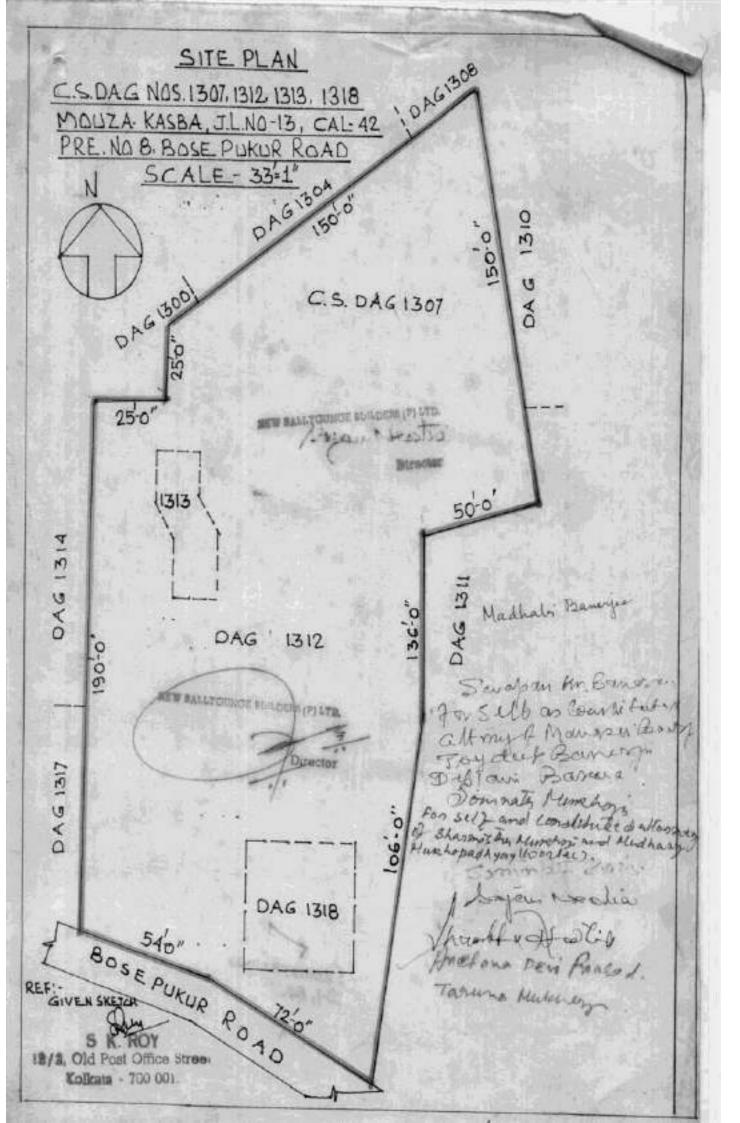
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DAY OF DATED_ , 200 Between REGD IN Ms. Swapan Kumar Banerjee 200 NO -... Vendor HUTTE NO ... IGE NO ... And SER MO. Manashi Banerjee & Ors. ... Confirming Parties And New Ballygunge Builders Private Limited ... Purchaser ABBITIONAL REGISTRAS OF BRAZESS-1, EGREAVA CONVEYANCE Premises No.8, Base Pakur Road ormerly 3 and 1B, Bose Pukur Road) Kolkata-700042 ADDRESS OF AL REGISTRAND Saha & Ray Advocates 3A/1, 3rd floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700 001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 7616 to 7643 being No 02819 for the year 2010.





(Dines Kumar Mukhopadhyay) 23-March-2010 ADDL. REGISTRAR OF ASSURANCE-I Office of the A.R.A.-I KOLKATA West Bengal

Digitally signed by DINABANDHU ROY Date: 2015.06.04 19:03:54 +05:30 Reason: Digitally e-Signing the Completion Certificate of the Deed.