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Mexlin

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D-10828/12



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M 986332

~~Certified that the document is admitted to registration. The signature above and no endorsement made thereon and this document are the part of this document.~~



[Signature]
District Sub-Registrar-II
Alipore, South 24-Parganas

1 - OCT 2012

THIS INDENTURE is made on this the 28th day of September, Two Thousand and Twelve BETWEEN (1) SHRI RAJENDRA LAL SAHA, Holding PAN : BVBPS9860H, son of Late Kishori Lal Saha, (2) SMT. CHINMOYEE SAHA, Holding PAN: ALFPS4986F, wife of Late Debendra Lal Saha, (3) SHRI ASOK KUMAR SAHA, Holding PAN : ANJPS0460N, (4) SHRI AJOY SAHA, Holding PAN: AQMPS5908D, both sons of Late Debendra Lal Saha, (5) SHRI MANINDRA LAL SAHA, Holding PAN : AVMPS0295C, son of Late Kishori Lal Saha,

43162

4 SEP 2012

No. _____ DATE _____
SOLD TO **GOURANGA SAHAYA**
OF **POLICE COURT, ANIPOR, SOUTH**

VALUE Rs. **ONE HUNDRED ONLY**
LICENCED STAMP VENDOR
20, NETAJI SUBHAS ROAD, SOLA

S. Gh.

IMPRESSION
DISPENSED WITH



Merlin Projects Ltd

S. Gh.

Director

DINESH SANGHVI



4932



Rajendra Kumar



4933

District Sub-Registrar-II
Alipore, South 24-Parganas

1005/30/2012



4934

20 SEP 2012


Asok Kumar Saha

P.T.O

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
GD Volume number 13
Page from 8933 to 8959
being No 10827 for the year 2012.




(Malay Chakraborty) 03-October-2012
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -II SOUTH 24-PARGANAS
West Bengal



Government of West Bengal
Office of the D.S.R. -I I SOUTH 24-PARGANAS
W.B. FORM NO. 1564 (Miscellaneous Receipt)

Date: 01/10/2012

Serial No.	10866/2012	Deed No.	I-10827/2012
Presentant Name	Dinesh Sanghvi	Claimant Name	Dinesh Sanghvi
Executant Name	Rajendra Lal Saha and others		
Type of Deed	Sale Document		
Market Value	Rs 2,80,49,775/-		

Addl. Transaction Declaration(2)

Fees & Standard User charges
Paid (Break up as below)

Stamp Duty Paid
(Break up as below)

1. By Cash *

2. By Draft/BC/SABR

SL. No.* Date *

Amount (Rs.)

1. By Draft/SABR/Challan Rs

SL. No. No.* Date *

Amount (Rs.)

Article :

By Cash* Amount includes Standard User Charge of Rs /-

No* - Draft/Bankers Cheque/SABR/Challan No. Date *

-Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
D.S.R. -I I SOUTH 24-PARGANAS

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Government of West Bengal
Office of the D.S.R. -I I SOUTH 24-PARGANAS
W.B. FORM NO. 1504

Date: 01/10/2012

Serial No.	10866/2012	Deed No.	Not Allotted
Presentant Name	Dinesh Sanghvi	Claimant Name	Dinesh Sanghvi
Executant Name	Rajendra Lal Saha and others		
Type of Deed	Sale Document		
Market Value	Rs 2,80,49,775/-		

Addl. Transaction: Declaration(2)

Fees & Standard User charges Paid (Break up as below) **Rs 3,08,802/-**

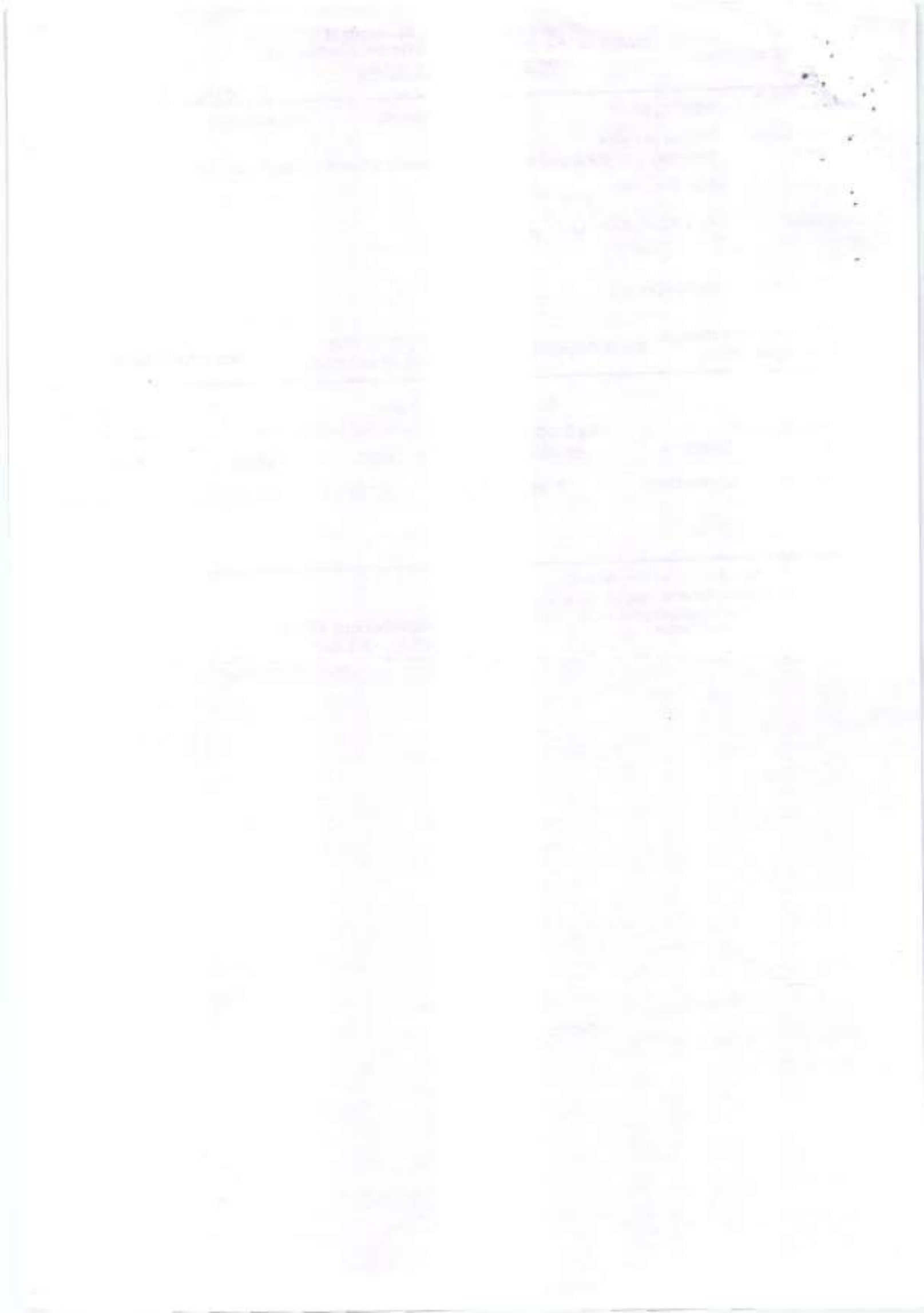
Stamp Duty Paid (Break up as below) **Rs 19,63,604/-**

1. By Cash *		Rs 217/-
2. By Draft/BC/SABR		Rs 3,08,585/-
<u>SL. No.*</u>	<u>Date *</u>	<u>Amount (Rs.)</u>
1. 005585	26/09/2012	3,08,585/-

1. By Stamp		Rs 100/-	
2. By Draft/BC/SABR/Challan		Rs 19,63,504/-	
<u>SL. No.</u>	<u>No.*</u>	<u>Date *</u>	<u>Amount (Rs.)</u>
1.	005584	26/09/2012	19,63,504/-

Article :A(1)=3,08,539/-, E=14/-, H=28/-,M(b)=4/-,
 By Cash* Amount includes Standard User Charge of Rs 217/-
 No* - Draft/Bankers Cheque/SABR/Challan No. Date *
 -Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
D.S.R. -I I SOUTH 24-PARGANAS





Government Of West Bengal
Office Of the D.S.R. - I | SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 10827 of 2012
(Serial No. 10866 of 2012)

On 28/09/2012

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

Presented for registration at 18.40 hrs on :28/09/2012, at the Private residence by Dinesh Sanghvi
Claimant.

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

Execution is admitted on 28/09/2012 by

1. Rajendra Lal Saha, son of Lt. Kishori Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
2. Chinmoyee Saha, wife of Lt. Debendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
3. Asok Kumar Saha, son of Lt. Debendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
4. Ajoy Saha, son of Lt. Debendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
5. Manindra Lal Saha, son of Lt. Kishori Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
6. Nirmal Kumar Singh, son of Lt. Harnanda Prasad Singh , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
7. Beauty Singh, daughter of Nirmal Kumar Singh , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
8. Rita Saha, daughter of Lt. Narendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals
9. Ranjit Saha, son of Lt. Narendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :-
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession :
Professionals

(Malay Chakraborty)

DISTRICT SUB-REGISTRAR-II
EndorsementPage 1 of 3





Government Of West Bengal
Office Of the D.S.R. - I | SOUTH 24-PARGANAS
District:-South 24-Parqanas

Endorsement For Deed Number : I - 10827 of 2012
(Serial No. 10866 of 2012)

Amount By Cash

Rs. 0.00/-, on 01/10/2012

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II





Government Of West Bengal
Office Of the D.S.R. -II SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 10827 of 2012
(Serial No. 10866 of 2012)

10. Sujit Saha, son of Lt. Narendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Professionals
11. Abhijit Saha, son of Lt. Narendra Lal Saha , 1, Hazra Road, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Professionals
12. Jogmaya Shaw, wife of Manindra Chandra Shaw , 58/1 E, Belgacia Road, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Professionals
13. Dinesh Sanghvi
Director, Merlin Projects Ltd, 79 S N P Street, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
By Profession : Business
Identified By Kausik Nandy, son of . , High Court, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

On 01/10/2012

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 01/10/2012

(Under Article : A(1) = 308539/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 01/10/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,80,49,775/-

Certified that the required stamp duty of this document is Rs.- 1963504 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 1963504/- is paid, by the draft number 005584, Draft Date 26/09/2012, Bank Name State Bank of India, PRINCE ANWAR SHAH ROAD, received on 01/10/2012

Payment of Fees:

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 3

01/10/2012 16:38:00



(6) **SHRI NIRMAL KUMAR SINGH**, Holding PAN : EGLPS0309M, son of Late Harnandan Prasad Singh, (7) **SMT. BEAUTY SINGH**, Holding PAN: BXAPS7730M, daughter of Shri Nirmal Kumar Singh, (8) **SMT. RITA SAHA**, Holding PAN: DFAPS6116H, daughter of Late Narendra Lal Saha, (9) **SHRI RANJIT SAHA**, Holding PAN: DFVPS5462B, (10) **SHRI SUJIT SAHA**, Holding PAN: DFAPS5892L, (11) **SHRI ABHIJIT SAHA**, Holding PAN: DFAPS6115E, all sons of Late Narendra Lal Saha, all residing at 1, Hazra Road, P.S. Bhowanipore, Kolkata - 700026 and (12) **SMT. JOGMAYA SHAW**, Holding PAN: CWUPS8777C, wife of Shri Manindra Chandra Shaw, residing at 58/1E, Belgachia Road, Kolkata - 700 037, hereinafter called the **OWNERS** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**.

AND

M/S. MERLIN PROJECTS LTD., a Company incorporated under the Companies Act, 1956, having its registered office at 79, Shambhunath Pandit Street, Kolkata - 700 020, represented by its director Mr. Dinesh Sanghvi, hereinafter called the **PURCHASER** (which expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **SECOND PART**.

WHEREAS :

- A) At all material times one Charu Chandra Ghosh was a Lessee in respect of a land measuring about 3.68 acres situated within P.S. Behala, District 24 Parganas, Mouza Punja Sahapur, Pargana Magura for a period of 30 years under the Wakf Estate created by Sahabjadi Jahora @ Jahora Begum of 22, Lower Range, Kolkata, commonly known as Mehdibag and Nilkuthi Wakf Estate.
- B) Said Charu Chandra Ghosh, by virtue of a registered Deed of Lease dated 16th March, 1916 leased out the said 3.68 Acres of land covered by Khatian No. 1517 and 1518 of Mouza Punja Sahapur to the predecessor in interest of the present Vendors, namely Basanta Lal Saha and Shiblal Saha for non-agriculture purpose for a period of 15 years.
- C) In view of the aforesaid lease granted by said Charu Chandra Ghosh, said Basanta Lal Saha and Shiblal Saha became the Sub-Lessees in respect of the said property and were seized and possessed of the same by regularly payment of rent to said Charu Chandra Ghosh and on his death to his legal heirs.
- D) Said Basanta Lal Saha, who was governed by Mitakshara School of Hindu Law, died as widower and issueless leaving behind him his only brother Shiblal Saha as his sole legal heir and representative.



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Ajoy Saha



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Mamindor Dasgupta



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Nirmal Kumar Singh



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Beuty Singh



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Rita Saha

District Sub-Registrar-II
Alipore, South 24-Parganas



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Rontit Saha

20 SEP 2012

P.T.O

- E) On demise of said Basanta Lal Saha and his widow, said Shiblal Saha being one of the joint Lessees and also sole legal heir of said Basanta Lal Saha (since deceased) became the absolutely and solely entitled to the assets and properties left by said Basanta Lal Saha including the right, title and interest in the aforesaid property and continued to be the sole Sub-Lessee thereof.
- F) On the expiry of the aforesaid period of lease, said Shiblal Saha being the sole Lessee continued to remain in possession of the said land utilizing the same for business purpose i.e. for non-agricultural purpose on payment of rent to the legal heirs of said Charu Chandra Ghosh (since deceased).
- G) On the expiry of the aforesaid period of lease from the month of 16 Sravan 1349 B.S. to 31st Chaitra 1361 B.S., said Shiblal Saha started paying rent directly to Jahan Ara Begum, Mutwali of the said Wakf Estate.
- H) During the revisional settlement carried on by the Government of West Bengal on promulgation of the West Bengal Estate Acquisition Act, 1953, the aforesaid property was recorded in the name of said Shiblal Saha as non-agricultural tenant from the year 1362 B.S. and he started paying said rent @ Rs.150/- per annum directly to the Government of West Bengal as per the provisions of West Bengal Estate Acquisition Act, 1953.
- I) Said Shiblal Saha thus seized and possessed of ALL THAT land measuring more or less 368 Satak under R.S. Dag Nos. 507 and 511, Khatian Nos. 1517 and 1518, Mouza Punja Sahapur, J.L. No.9, P.S. Behala, Dist. South 24 Parganas with structure standing thereon free from all encumbrances, charges, liens and became entitled to received all rents, profits, issues thereof as absolute owners thereof.
- J) Said Shiblal Saha while seized and possessed of the same as absolute owner thereof from time to time sold, conveyed and transferred demarcated piece and parcel of lands measuring about 93 Satak out of R.S. Dag No. 511 pertaining to the aforesaid Khatian Nos. 1517 and the entire R.S. Dag No. 507 in Khatian no. 1518 in Mouza Punja Sahapur, out of the aforesaid total area of land measuring about 368 Satak on valuable consideration.
- K) After such sale of respective demarcated portion of the land, said Shiblal Saha, however, continued to be the owner in respect of the remaining area of land measuring about 224 Satak with structure standing thereon but on actual measurement the total land area found to be 223.930 satak more or less equivalent to 6 Bighas, 15 Cottahs 7 Chattak and 28 Sq.ft. more or less and structure measuring more or less 44066 Sq.ft. standing thereon.
- L) Said Shiblal Saha having no issue of his own, he adopted one Kishori Lal Saha as his son, who however, unfortunately predeceased said Shiblal Saha on 08.02.1957 leaving behind him his two widows, namely Phul Rani Saha and Anima Saha and four sons, namely Debendra Lal Saha, Rajendra Lal Saha, Manindra Lal Saha, Narendra Lal Saha and two daughters, namely Mahamaya Saha and Jogmaya Saha as his legal heirs and representatives who thus jointly became a co-parceners thereof.



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Susit Saha



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Susit Saha



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Identified by me
Kausik Nandy
Advocate
High Court at Calcutta

District Sub-Registrar-II
Alipura, South 24-Parganas

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- M) Said Shiblal Saha died intestate on 06.01.1964 leaving behind him his sole widow, Sundari Saha and the said legal heirs of his predeceased son, Kishori Lal Saha, as mentioned above.
- N) Some disputes and differences arose between the said co-parceners over the distribution and collection of the rent out of the tenanted portion and profit arising out of the said business and accordingly, the said legal heirs of Kishori Lal Saha with their grand mother Sundari Saha declared their intention to sever themselves from the joint family as co-parceners and/or co-sharers by executing an unregistered agreement for partition dated 22nd May, 1967.
- O) Subsequently all the aforesaid co-parceners and/or co-sharers entered into a registered Agreement for Partition dated 27th February, 1970 whereby they agreed to equal division of the rent and the profit out of the aforesaid business with equal liabilities the then existing.
- P) While seized and possessed of the said property and the business, the aforesaid legal heirs duly cleared off the dues and liabilities out of the rental income from the aforesaid property from the respective tenants.
- Q) One of the co-sharers of the aforesaid property, namely Rajendra Lal Saha filed a suit for partition against the other co-sharers in the Court of 7th Subordinate Judge at Alipore being Title Suit No. 19 of 1978.
- R) Before filing the said suit for partition, Sundari Saha widow of late Shiblal Saha, died on 13.04.1970 after executing her last Will and Testament whereby she bequeathed all her undivided share in the aforesaid property including all her ornaments, jewelleryes etc. in favour of her two great grand sons, namely Asok Kumar Saha and Ajoy Saha and the probate of the aforesaid Will was obtained from the 9th Additional District Judge, being O.S. Case No. 8 of 1979.
- S) During the pendency of the aforesaid partition suit, two of the co-sharer of the aforesaid property viz. Anima Saha died intestate on 15th January, 1983 and Phul Rani Saha died intestate on 11th January, 1984 and both the widows of Kishori Lal Saha, leaving behind them Debendra Lal Saha, Rajendra Lal Saha, Narendra Lal Saha, Manindra Lal Saha, Jogmaya Shaw, Mahamaya Saha, all sons and daughter of Late Kishori Lal Saha as their legal heirs and successors.
- T) During the pendency of the aforesaid partition suit, one of the co-sharer of the aforesaid property viz. Debendra Lal Saha died intestate on 23rd June, 1998 leaving behind him his wife Chinmoyee Saha and two sons Asok Kumar Saha and Ajoy Saha as his legal heirs and successors and accordingly, the Learned 7th Sub-Judge at Alipore duly substituted the names of his legal heirs, in his place in the aforesaid partition suit and as such the said Chinmoyee Saha, Asok Kumar Saha and Ajoy Saha jointly acquired the undivided share of said Debendra Lal Saha in the said property.

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- U) During the pendency of the aforesaid partition suit, one of the co-sharers of the said property viz. Mahamaya Saha died intestate on 28th February, 2000 leaving behind him, and surviving her husband Nirmal Kumar Singh and daughter Beauty Singh, as her legal heirs and successors and accordingly, the Learned 7th Sub-Judge at Alipore duly substituted the names of his legal heirs, in her place in the aforesaid partition suit and as such the said Nirmal Kumar Singh and Beauty Singh jointly acquired the undivided share of said Mahamaya Saha in the said property.
- V) During the pendency of the aforesaid partition suit, one of the co-sharers of the aforesaid property, namely Narendra Lal Saha was missing from 1st September, 1993 and accordingly, on passage of time as per the Provisions of Evidence Act he was presumed to be dead and accordingly the Learned 7th Sub-Judge at Alipore duly substituted the names of his legal heirs, namely Ranjit Saha, Rita Saha, Sujit Saha and Abhijit Saha herein in his place in the aforesaid partition suit accepting him to be dead and as such said Ranjit Saha, Rita Saha, Sujit Saha and Abhijit Saha jointly acquired the undivided share of said Narendra Lal Saha in the said property.
- W) After contested hearing, the aforesaid suit for partition was decreed in preliminary form and accordingly, the Learned Court declared the respective shares of the Vendors as follows :
- | | | | |
|-----|--------------------------|---|--------|
| 1. | SHRI RAJENDRA LAL SAHA | - | 14.59% |
| 2. | SMT. CHINMOYEE SAHA | - | 4.86% |
| 3. | SHRI ASOK KUMAR SAHA | - | 11.11% |
| 4. | SHRI AJOY SAHA | - | 11.11% |
| 5. | SHRI MANINDRA LAL SAHA | - | 14.59% |
| 6. | SHRI NIRMAL KUMAR SINGH- | | 7.29% |
| 7. | SMT. BEAUTY SINGH | - | 7.29% |
| 8. | SMT. RITA SAHA | - | 3.66% |
| 9. | SHRI RANJIT SAHA | - | 3.64% |
| 10. | SHRI SUJIT SAHA | - | 3.64% |
| 11. | SHRI ABHIJIT SAHA | - | 3.64% |
| 12. | SMT. JOGMAYA SHAW | - | 14.58% |
- X) After passing of the said preliminary decree, the said co-owners having decided to sell the aforesaid property, the present Purchaser agreed to purchase the undivided 15% or 3/20th share in respect of the aforesaid



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property on as is where is basis at or for a consideration of Rs.1,62,00,000/- (Rupees One crore sixty two lacs only) subject to withdrawal of the aforesaid partition suit and discharge of the Joint Receiver appointed in the said Partition Suit.

- Y) The Vendors being the parties to the aforesaid suit on a joint application withdrew the aforesaid suit and got the Joint Receiver appointed in the suit property duly discharged by the Learned Court and also got the order of injunction vacated.
- Z) After withdrawal of the aforesaid suit, the present Vendors continued to be the joint Owners having their respective shares, as aforesaid, having an area of 6 Bighas 15 Cottahs 7 Chattak 28 Sq.ft. (more or less) being premises No. 112, B.L. Saha Road previously known and numbered as 24, B.L. Saha Road, under Mouza Punja Sahapur, R.S. Dag No. 511, Khatian No. 1517, J.L. No. 9, P.S. Behala, Kolkata - 700 053, Ward No. 117 together with old and dilapidated structures measuring more or less 44066 Sq.ft. standing thereon (more fully and particularly described in the First Schedule hereunder written) hereinafter referred to as the said "entire property".
- Z(i) The purchaser being interested to purchase undivided 15% or 3/20th share, out of the said entire property, approached the vendors for the same, and on being approached by the purchaser, the Vendors agreed to sell the undivided 15% or 3/20th share in respect of the said entire property, which is more fully and particularly described in the second schedule and here in after referred to as the said property, to the Purchaser at or for a consideration of Rs.1,62,00,000/- (Rupees One crore sixty two lacs only) free from all encumbrances, charges, liens, attachments, lispendents, whatsoever, subject to the existing tenancies of the respective tenants and/or occupiers in a portion thereof.

NOW THIS INDENTURE WITNESSETH that pursuance to the said arrangement and in consideration of a total sum of Rs.1,62,00,000/- (Rupees One Crore Sixty Two Lacs only) paid by Purchaser to the Vendors at or before execution of these presents (the receipt whereof the Vendors herein doth hereby acknowledge to have received as per the Memo given below), the Vendors herein doth hereby forever acquit, exonerate, release, and discharge the Purchaser as well as the said property hereby sold and transferred, the said Vendors as absolute Owners thereof doth hereby indefeasibly grant, sale, convey, transfer, assign, assure, release and discharge unto and in favour of the Purchaser absolutely and forever, free from all encumbrances, charges, liens, lispendents, claims, demands, mortgages, leases, licenses, occupancy rights, trusts, debutter, attachments, acquisitions, requisitions, requisitions, vesting, alignments, executions, prohibitions, restrictions, restrictive covenants, easements and liabilities, whatsoever, subject to the existing tenancies of the respective tenants and/or occupants in a portion thereof **ALL THAT** the undivided 15% or 3/20th share in the land and structures, equivalent to 20 Cottah 5 Chattak 6 Sq.ft., and 6610 sq.ft. (approx.) of structures, in respect of the said entire property, having an area of 223.930 satak i.e. 6 Bigha 15 Cottahs 7 Chattak and 28 Sq.ft. (more or less). being premises No. 112, B.L. Saha Road previously known and numbered as 24,



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B.L. Saha Road, under Mouza Punja Sahapur, R.S. Dag No. 511, Khatian No. 1517, J.L. No. 9, P.S. Behala, Kolkata - 700 053, Ward No. 117, together with several structures measuring more or less 44066 Sq.ft. situated therein together with all easement rights, common facilities and common amenities attached thereto (more fully described in the Second Schedule hereunder written) hereinafter referred to as the "said Property" TOGETHER WITH all benefits and advantages of ancient and all rights, title, interests, benefits, advantages, claims and demands and interest whatsoever belonging, to or anywise appertaining therewith or any part thereof OR HOWSOEVER OTHERWISE the said tenement, land, hereditament and premises now or hereto before was situated lying at and butted bounded called known numbered described or distinguished AND TOGETHER WITH all former and other rights, liabilities, easements, quasi-easements, commodities, walls, fences, advantages, appendages and appurtenances, whatsoever, to the said property belonging to or anywise appurtenant thereto or known as part and parcel thereof and the reversion or reversions, remainder or reminders and the rents issues and profit of the property hereby sold and conveyed and of any and every part thereof TOGETHER WITH all the estate rights, title, and interests, inheritance possession, use, trust, property, claims and demands, whatsoever, both at law and in equity of the Vendors into and upon and in respect of the said property hereby sold and any and every part thereof TOGETHER WITH right of egress and ingress all areas, fences, passages, sewers, drains, water, water courses, tress, bushes, boundaries, walls, benefits, advantages, vacant area, open spaces, whatsoever, and manner of former or other rights, liberties, easements, privileges, appendages and appurtenances, whatsoever, belonging to the said property hereby sold and transferred or in anywise appertaining thereto or any part thereof usually held, used, occupied, accepted, enjoyed, reputed, known as part or parcel or member thereof or appurtenant thereto TOGETHER WITH all the deeds, pattahs, muniments of title writings and evidence of title which are now or hereafter shall or may be in the custody power or control of the Vendors or any person or persons from whom the Vendors can or may procure the same AND TOGETHER WITH other stipulations and provisions in connection with the beneficial use and enjoyment of the said property hereby conveyed or intended to be conveyed so upon execution and registration of this Indenture TO HAVE AND TO HOLD the said property hereby granted sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belong there to unto and to the use of the Purchaser absolutely and forever any manner of condition use trust or other things, whatsoever, to alter, defeat encumber or make void the same and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, occupancy rights, trusts, debutter, attachments, acquisitions, requisitions, vestings, alignments, executions, prohibitions, restrictions, restrictive covenants, easements, lispendents, injunctions, court orders and liabilities, whatsoever, save and except the respective tenancies and/or occupiers thereof AND TOGETHER WITH the covenants by the Vendors hereafter contained.



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THE VENDORS DO HEREBY COVENANT WITH THE PURCHSER as follows :- .

- a) THAT notwithstanding any act, deed, matter or thing done by the Vendors or committed, executed or knowingly committed or suffered to the contrary, the Vendors are now lawful Owners and rightly seized and possessed of and/or otherwise well and sufficiently entitled to the said property together with all the rights and benefits and privileges relating thereto hereby conveyed, sold, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.
- b) THAT the Vendors have not at any time done, committed, executed, or knowingly permitted or suffered or been part to any act deed or thing whereby the said Property hereby sold and conveyed or any part thereof can or may be, impeached encumbered or affected or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid.
- c) THAT NOTWITHSTANDING any act deed matter or thing whatsoever done, the Vendors have got the right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner as aforesaid according to the true intent and meaning of these presents.
- d) AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or any of their predecessors in title or any one of them.
- e) AND THAT all rates, taxes and other impositions and/or outgoings payable in respect of the said property upto the date of execution of these presents have been and/or shall be paid by the Vendors in full and in case of any demands being made hereafter in respect of the said property, the same shall be paid and discharged by the Vendors and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.
- f) AND THAT the said property is not adversely affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and that no proceeding thereunder is pending and that there is no excess vacant land in the said property.



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- g) AND THAT the said property or any part or portion thereof is not affected by any notice, order or proceeding of attachment including under any certificate case or proceedings under the Income Tax Act, 1961, Public Demands Recovery Act or any other law.
- h) AND THAT no notice, declaration, order, notification or proceeding has been issued, published, initiated, instituted or served on the Vendors or their predecessors in title for the acquisition of the said property or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed thereunder and the Vendors have no knowledge of issue of any such notice or notices for the time being subsisting and in force under the above Acts and/or Rules affecting the said property or any part thereof.
- i) AND THAT no suit and/or proceeding and/or court order has been instituted or is pending or subsisting in any Court of law affecting in any manner, whatsoever, the said property and/or any part or portion thereof or its sale and/or transfer and no steps, whatsoever, have been taken for attachment, acquisition or requisition of the said property or any portion thereof.
- j) AND THAT the Purchaser shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors, well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licences, occupancy rights, debutter, trusts, attachments, executions, prohibitions, restrictions, restrictive covenants, easement, acquisitions, requisitions, attachments, vestings, alignments, injunctions, court orders, liabilities and lispendens, whatsoever, suffered or made or liabilities created in respect of the said property by the Vendors or by any person or persons lawfully or equitably claiming from under or in trust for the Vendors or their predecessors in title or any of them as aforesaid or otherwise.
- k) AND THAT the Vendors do hereby undertake to handover all original title documents to the Purchaser after withdrawing the same from Court, and further covenants that they shall handover other documents related to the title, as are available or if found.
- l) AND THAT the Vendors have a good and marketable title to the said property and is lawfully entitled to sell, dispose of, alienate or otherwise deal with the said property.
- m) AND THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the said property or any part thereof and the properties, benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors shall from time to time and at all times hereinafter upon every reasonable request and make do acknowledge,



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execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said Property unto the Purchaser in the manner as aforesaid.

- n) AND FURTHER THAT the Vendors and all their heirs, executors, successors, administrators and legal representatives shall at all times hereafter indemnify and keep indemnified the Purchaser, its successors or successors in office and/or assigns against all claims, losses, damages, costs, charges and expenses, liabilities, demands and consequences, whatsoever, if any, suffered by reason of any defect in title of the Vendors or any act omission, breach violation or default of the covenants herein contained.
- o) AND FURTHER simultaneously with the execution of this Deed, the Vendors have delivered vacant possession of the area under their occupation and legal possession of remaining area by attornment of the tenancies in respect of the aforesaid property to the Purchaser free from all encumbrances whatsoever.

**THE FIRST SCHEDULE ABOVE REFERRED TO :
(ENTIRE PROPERTY)**

ALL THAT the piece and parcel of land having an area of 6 Bighas 15 Cottah 7 Chattak 28 sq.ft, more or less equivalent to 223.930 satak (more or less) being premises No. 112, B.L. Saha Road previously known and numbered as 24, B.L. Saha Road, under Mouza Punja Sahapur, R.S. Dag No. 511, Khatian No. 1517, J.L. No. 9, P.S. Behala, Kolkata - 700 053 together with several structures measuring more or less 37240 Sq.ft. situated therein together with all easement rights, common facilities and common amenities attached thereto, bordered with RED in the Map or Plan annexed herewith and butted and bounded as follows:

ON THE NORTH : Partly by premises No. 22, B.L. Saha Road and partly by Premises No. 20, B.L. Saha Road;

ON THE SOUTH : By Eastern Distillery (Bhatikhana) (presently Premises No.34, B.L. Saha Road)

ON THE EAST : By B.L. Saha Road;

ON THE WEST : Partly by Hoghla Para and partly by 24B, B.L. Saha Road).

OR HOWSOEVER OTHERWISE the said property is butted bounded called known numbered described or distinguished.




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**THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID PROPERTY)**

ALL THAT the undivided 15% or 3/20th share in respect of the piece and parcel of total land measuring about 6 Bighas, 15 Cottahs, 7 Chittaks and 28 Sq.ft. (more or less) equivalent to 20 Cottahs, 5 Chittaks and 6 Sq.ft. together with proportionate old and dilapidated structure measuring about 6610 Sq.ft. being premises No. 112, B.L. Saha Road previously known and numbered as 24, B.L. Saha Road, under Mouza Punja Sahapur, R.S. Dag No. 511, Khatian No. 1517, J.L. No. 9, P.S. Behala, Kolkata - 700 053 together with all easements easement rights, common facilities and common amenities attached thereto, bordered with RED in the Map or Plan annexed herewith and butted and bounded as follows:

ON THE NORTH : Partly by premises No. 22, B.L. Saha Road and partly by Premises No. 20, B.L. Saha Road;

ON THE SOUTH : By Eastern Distillery (Bhatikhana) (presently Premises No.34, B.L. Saha Road)

ON THE EAST : By B.L. Saha Road;

ON THE WEST : Partly by Hoghla Para and partly by 24B, B.L. Saha Road).

OR HOWSOEVER OTHERWISE the said property is butted bounded called known numbered described or distinguished.



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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
BY THE VENDORS AT KOLKATA IN
PRESENCE OF :

স্বাক্ষরিত করিয়াছেন।

ইকান্তি সান্ন

Asok Kumar Saha

Ajoy Saha

Manindranath Saha

Nirmal Kumar Singh

Beauty Singh

Rita Saha

Ranjit Saha

Surbhit Saha

Udit Saha

স্বাক্ষরিত করিয়াছেন।

1. Dr. Mr. Jahan
52/1 Dr. A.D. Rani Haha
2. Sanjay Kumar Rana

(VENDORS)

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER AT KOLKATA IN
PRESENCE OF :

1. Dr. Mr. Jahan

2. Sanjay Kumar Rana
Head office & Kolkata in
Bansala
Staffed by me +
Shasik Sanyal
Adv.
High Court at
Calcutta

Merlin Projects Ltd.

Sgh

Director

DINESH SANGHVI

(PURCHASER)

(PAN-AACCM0505B)



District Sub-Registrar-II
Alipore, South 24-Parganas

28 SEP 2012

MEMO OF CONSIDERATION

Received from the aforesaid Purchaser a sum of Rs.1,62,00,000/- (Rupees One Crore Sixty Two Lacs only) being the full consideration money as per memo given below :

- | | | |
|----|---|-----------------|
| a) | By Pay Order No. 019547 dated 6.9.2012 drawn on Indian Bank in favour of Rajendra Lal Saha | Rs. 23,63,580/- |
| b) | By Pay Order No. 019544 dated 6.9.2012 drawn on Indian Bank in favour of Chinmoyee Saha | Rs. 7,87,320/- |
| c) | By Pay Order No. 019545 dated 6.9.2012 drawn on Indian Bank in favour of Asok Kumar Saha | Rs. 17,99,820/- |
| d) | By Pay Order No. 019546 dated 6.9.2012 drawn on Indian Bank in favour of Ajoy Saha | Rs. 17,99,820/- |
| e) | By Pay Order No. 019548 dated 6.9.2012 drawn on Indian Bank in favour of Manindra Lal Saha | Rs. 23,63,580/- |
| f) | By Pay Order No. 019554 dated 6.9.2012 drawn on Indian Bank in favour of Nirmal Kumar Singh | Rs. 11,80,980/- |
| g) | By Pay Order No. 019555 dated 6.9.2012 drawn on Indian Bank in favour of Beauty Singh | Rs. 11,80,980/- |
| h) | By Pay Order No. 019551 dated 6.9.2012 drawn on Indian Bank in favour of Rita Saha | Rs. 5,92,920/- |
| i) | By Pay Order No. 019550 dated 6.9.2012 drawn on Indian Bank in favour of Ranjit Saha | Rs. 5,89,680/- |
| j) | By Pay Order No. 019552 dated 6.9.2012 drawn on Indian Bank in favour of Sujit Saha | Rs. 5,89,680/- |



[Handwritten Signature]
District Sub-Registrar-II
Alipura, South 24-Parganas

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- | | | |
|----|--|-------------------------|
| k) | By Pay Order No. 019553 dated 6.9.2012
drawn on Indian Bank in favour of Abhijit Saha | Rs. 5,89,680/- |
| l) | By Pay Order No. 019549 dated 6.9.2012 drawn
on Indusind Bank in favour of Jogmaya Shaw | Rs. 23,61,960/- |
| | | <u>Rs.1,62,00,000/-</u> |

(Rupees One Crore Sixty Two Lacs only)

Rajendra Saha.
 Abhijit Saha
 Asok Kumar Saha
 Ajoy Saha.
 Manindranath Saha.
 Nirmal Kumar Singh
 Beauty Singh
 Rito Saha
 Ranjit Saha
 Sunit Saha
 Abhijit Saha
 2211515122

Witness :

- ✓ 1. Dhanur Jhan
- ✓ 2. Saroj Kumar
Abipare Police Court
lot 27

(VENDORS)



[Handwritten Signature]
District Sub-Registrar-II
Allpore, South 24-Parganas

28 SEP 2012

List of Tenants at Premises No. 112, B.L. Saha Road previously known and numbered as 24, B.L. Saha Road, Kolkata – 700 053.

Sl. No.	Name	Godown No.	Rent Per Month (in Rs)
1	Khaitan Fan	1	1000/-
2	Chandmal Mittal	1A	500/-
3	Ideal Engineering Works	2	140/-
4	Indo Compressed Tools Pvt. Ltd.	2A	800/-
5	Smt. Sova Debi	3	175/-
6	Associated Engineers	4	245/-
7	Sipra Chatterjee	5	500/-
8	Jupiter India	6	125/-
9	Indo Compressed Tools Pvt. Ltd.	7	700/-
10	Smt. Chaya Rani Pal, Prop. Of R.B. Engineering	8	700/-
11	Smt. Sabita Agarwal, Prop. Of Amit Electro Plast	8A	1000/-
12	Khaitan Fan	10A	500/-
13	Machine & Accessories	10B	450/-
14	Machine Spare & Process	10C	600/-
15	Premier Metal Finishers (P) Ltd.	10D	600/-
16	Smt. Bina Debi Goyal	11	175/-
17	Smt. Rani Gupta	11A	875/-
18	Krishnananda Mishra	11B	125/-
19	Eastern Meta Bright (P) Ltd.	12	450/-
20	Chatterjee Foundary & Engineering Works (P) Ltd.	12A	390/-
21	Premier Metal Finishers (P) Ltd.	12B	390/-
22	Asphalt Processing Industries	13	700/-
23	Babu Lal Bonar Open Land	-	300/-
24	Premier Metal Finishers (P) Ltd. D.Quarter	-	20/-



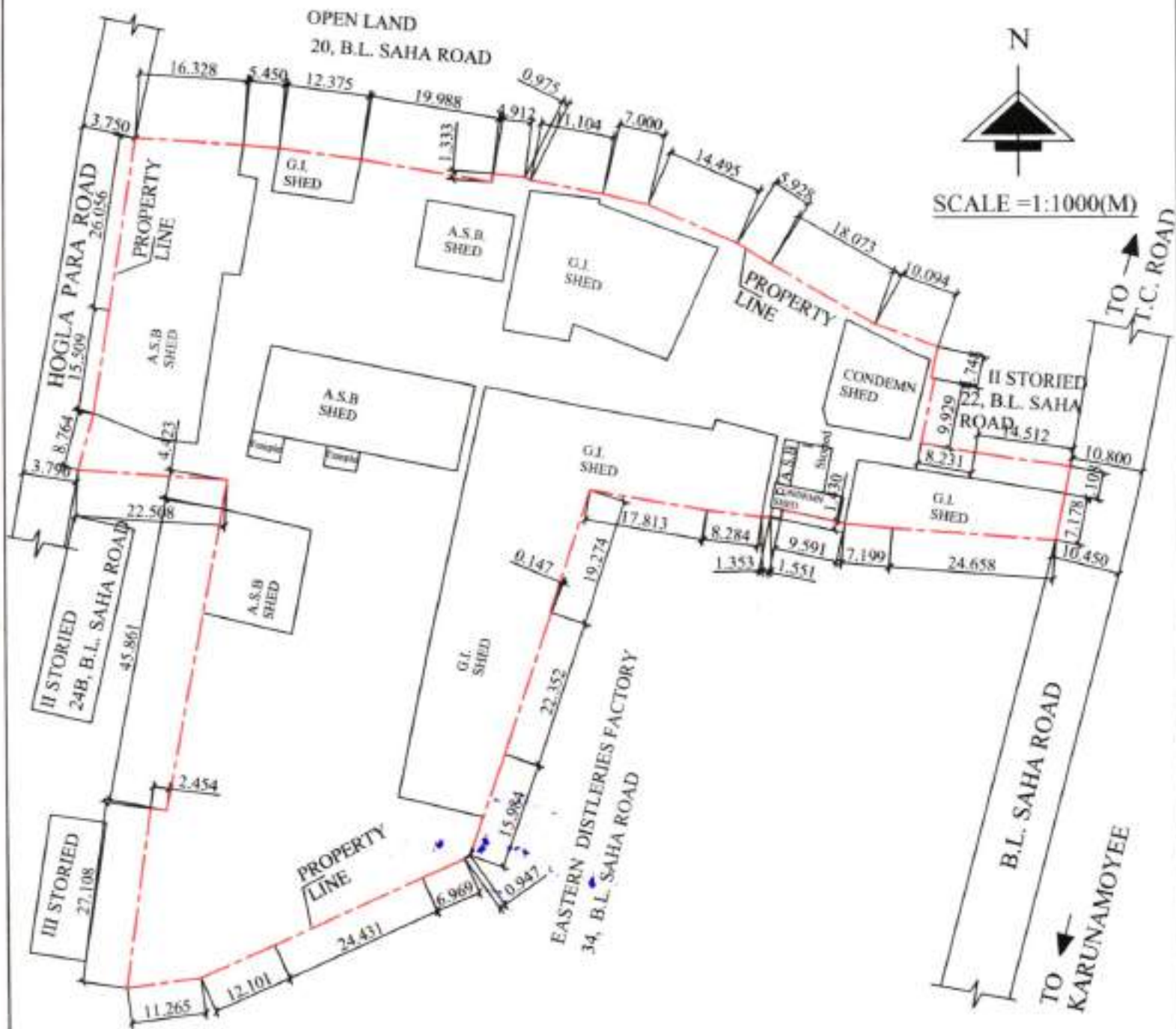
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District Sub-Registrar-II
Alipore, South 24 Parganas

28 SEP 2012

DEED PLAN OF PREMISES NO.-112 B.L SAHA ROAD (PREVIOUSLY KNOWN AND NUMBERED AS 24, B. L SAHA ROAD) UNDER MOUJA: PUNJA SAHAPUR R.S DAG NO.:- 511(P), R.S. KHATIAN NO:- 1517, J.L NO.:- 9 , P.S.:- BEHALA UNDER K.M.C. WARD NO.:- 117 ,KOLKATA - 700 053.

AREA OF THE LAND: 6 BIGHA 15 KOTTAH 7 CHATTAK 28 SFT (MORE OR LESS) / 9061.97 SQ.M. (MORE OR LESS)

BORDERED BY COLOUR.



SIGN. OF VENDORS

- | | |
|------------------------------|-------------------------|
| 1) <i>20/11/2018</i> | 7) <i>Beauty Singh</i> |
| 2) <i>10/11/2018</i> | 8) <i>Rita Saha</i> |
| 3) <i>Asok Kumar Saha</i> | 9) <i>Ranjit Saha</i> |
| 4) <i>Ajoy Saha</i> | 10) <i>Sujit Saha</i> |
| 5) <i>Moumukshu Saha</i> | 11) <i>Abhijit Saha</i> |
| 6) <i>Nirmal Kumar Singh</i> | 12) <i>21/11/2018</i> |

Merlin Projects Ltd.

Director

DINESH SANGHVI

SIGN. OF PURCHASER

DRAWN BY
K. CHOWDHURY



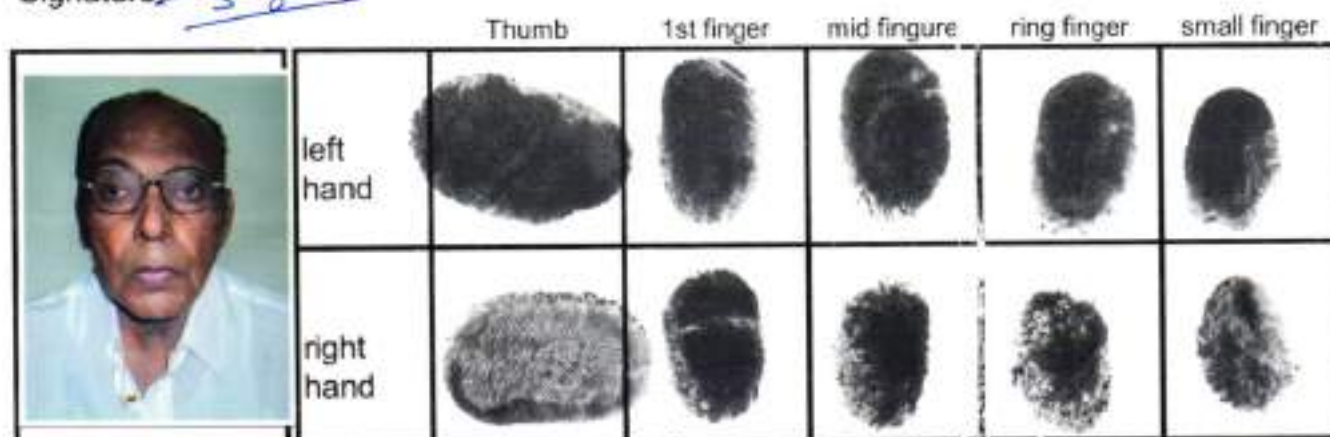
District Sub-Registrar-II
Alipore, South 24-Parganas

28 SEP 2012



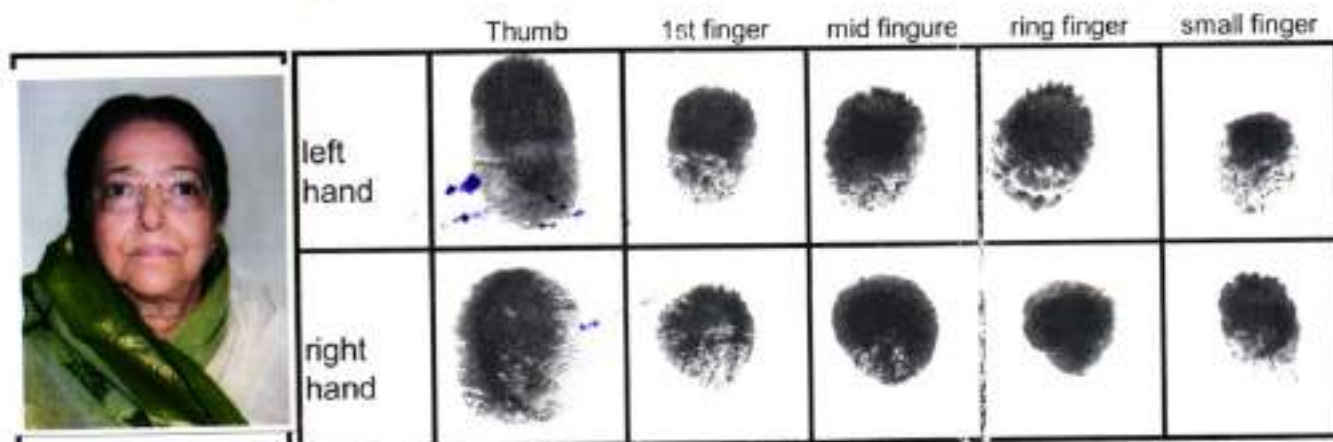
Name: DINESH SANGHVI

Signature:



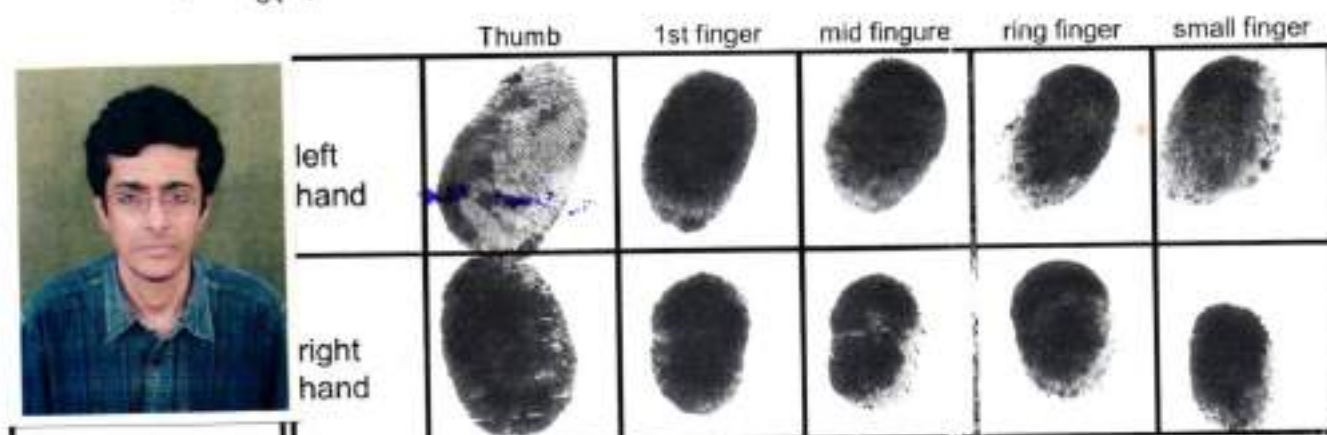
Name: RAJENDRA LAL SAHA

Signature:



Name: CHINMOYEE SAHA

Signature:



Name: ASOK KUMAR SAHA

Signature:



District Sub-Registrar-II
Allpore, South 24-Parganas

28 SEP 2012



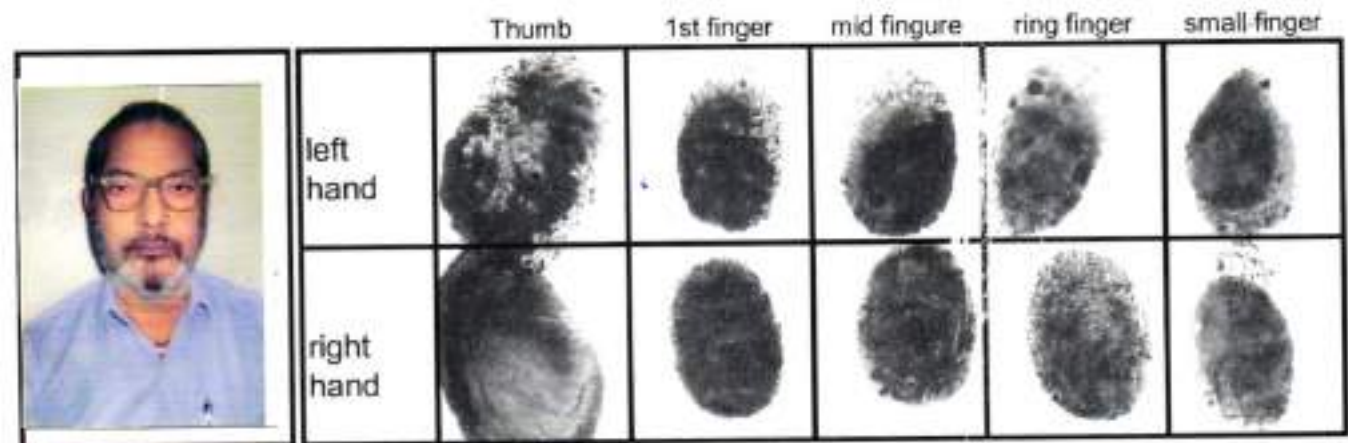
Name: AJOY SAHA

Signature: *Ajoy saha*



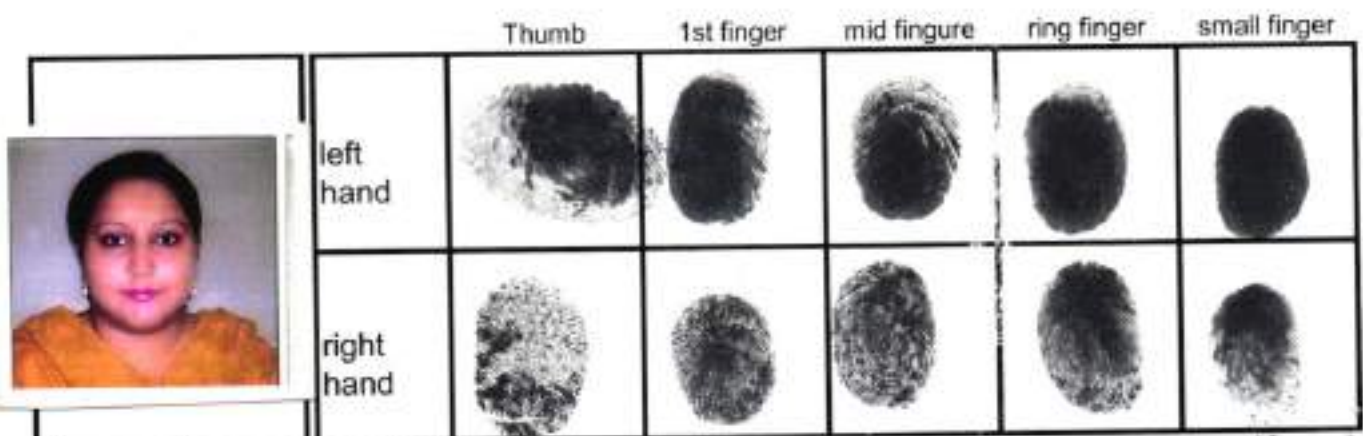
Name: MANINDRA LAL SAHA

Signature: *Manindra Lal Saha*



Name: NIRMAL KUMAR SINGH

Signature: *Nirmal Kumar Singh*



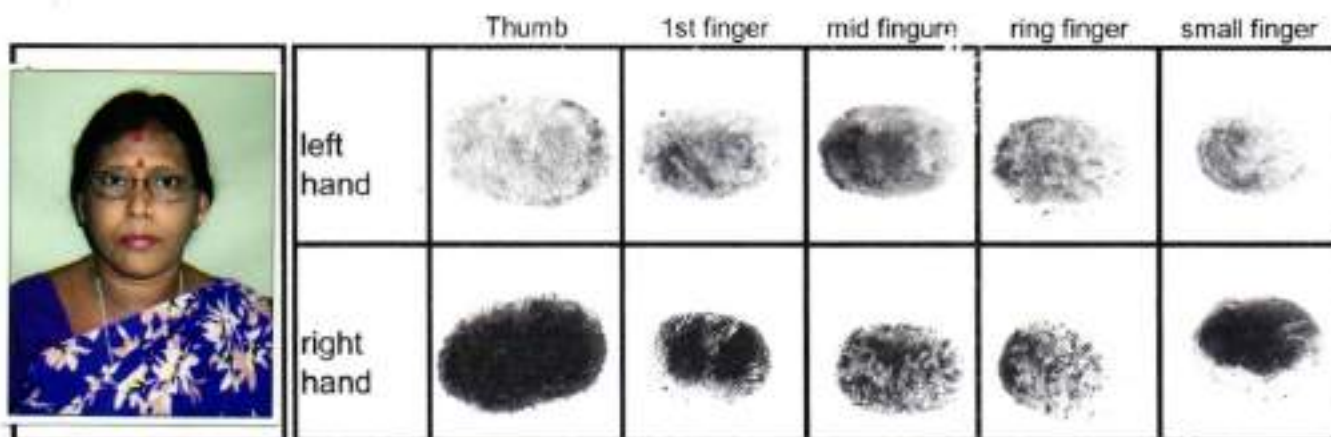
Name: BEAUTY SINGH

Signature: *Beauty Singh*



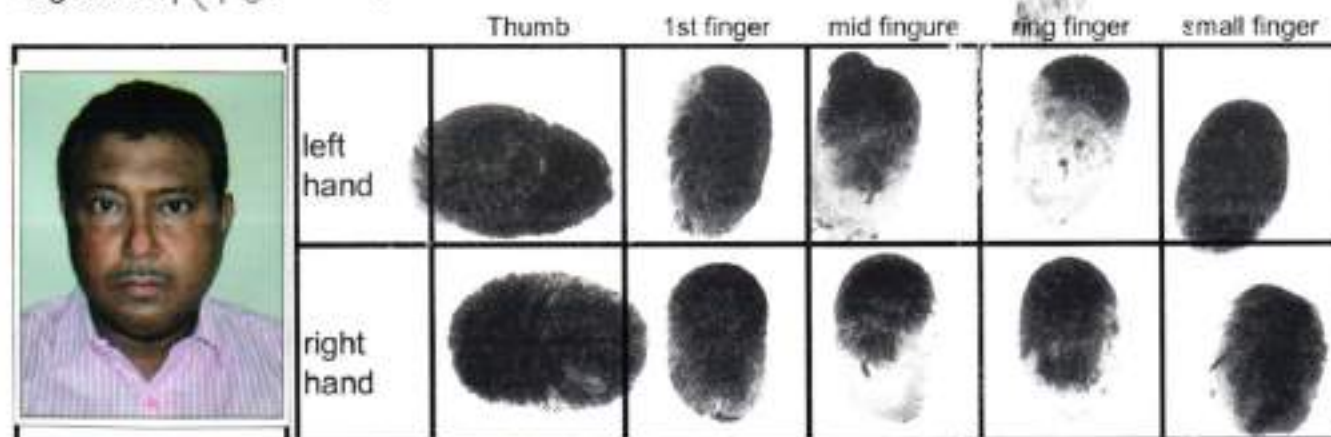
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District Sub-Registrar-II
Alipore, South 24-Parganas

28 SEP 2012



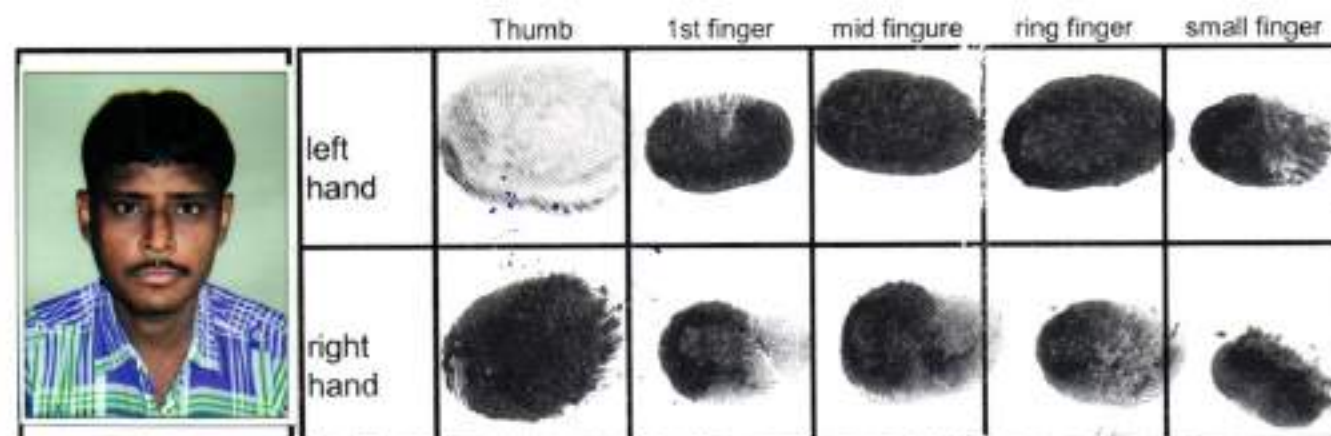
Name: RITA SAHA

Signature: *Rita Saha*



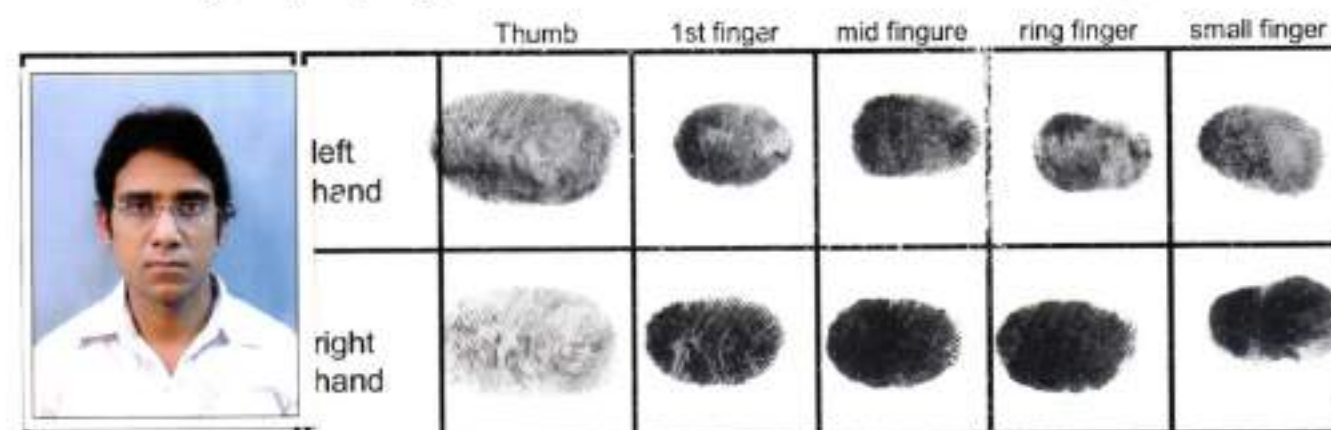
Name: RANJIT SAHA

Signature: *Ranjit Saha*



Name: SUJIT SAHA

Signature: *Sujit Saha*














Name: ABHIJIT SAHA

Signature: *Abhijit Saha*

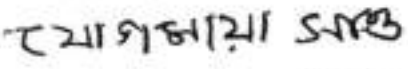


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District Sub-Registrar-II
Alipore, South 24-Parganas

28 SEP 2012

	Thumb	1st finger	mid figure	ring finger	small finger
					
					

Name: JOGMAYA SHAW

Signature: 

	Thumb	1st finger	mid figure	ring finger	small finger
PHOTO	left hand				
	right hand				

Name:

Signature:

	Thumb	1st finger	mid figure	ring finger	small finger
PHOTO	left hand				
	right hand				

Name:

Signature:

	Thumb	1st finger	mid figure	ring finger	small finger
PHOTO	left hand				
	right hand				

Name:

Signature:



District Sub-Registrar-II
Alipore, South 24-Parganas

28 SEP 2012



DATED THIS DAY OF 2012

BETWEEN

SHRI RAJENDRA LAL SAHA & ORS.
.. VENDORS

-AND-

M/S. MERLIN PROJECTS LTD.
.... PURCHASER

SALE DEED

**Re : Property Sale Deed in respect of 15%
or 3/20th share at Premises No. 112, B.L.
Saha Road previously known and
numbered as 24, B.L. Saha Road, Kolkata
- 700 053.**

GOURANGA SHARMA
ADVOCATE
ALIPORE POLICE COURT
KOLKATA - 700 027.