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18/09/13  
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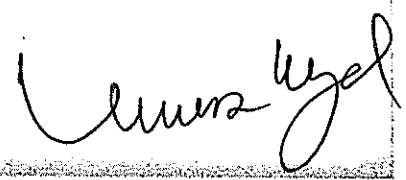
भारत न्यायिक पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached Rs. 325363 document are the part of this document.

  
 District Sub-Register-II  
 Alipore, South 24 Parganas

9 SEP 2013

**THIS INDENTURE** made this 18<sup>th</sup> day of September, Two Thousand Thirteen **BETWEEN MAYUKH MUKHERJEE**, son of Mihir Kumar Mukherjee, being minor represented by his natural guardian and father **MIHIR KUMAR MUKHERJEE**, husband of Late Rinku Mukherjee and son of Sudhir Kumar Mukherjee, residing at 5, Canal East Bye Lane, Kolkata Municipal Corporation, Police Station-Narkeldanga, Kolkata - 700 085, hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND ÉCLAIR INFRACON PRIVATE LIMITED**, having PAN AACCE9305P, a Company duly incorporated under the



201 03 SEP 2013  
No. 201 Dt. 03 SEP 2013 Rupees 100/-  
M/s. Sri/Smt. ....  
Address. ....  
P. S. ....  
Vendor. ....

ALAMGIR REZA  
Advocate  
Alipore Judge's Court  
Kolkata-27

Santosh Kr. Dey  
ALIPUR POLICE COURT  
Kolkata - 27

Suyit Samra



5551

ECBAIR INFRASON PVT. LTD.  
Suyit Samra  
Director/Authorised Signatory



5552

Mihir Kumar Mukherjee  
for father and Natural Guardian  
of Mayukh Mukherjee



District Sub-Register-II  
Alipore, South 24 Parganas

11.0 SEP 2013

Bilwanti Sen  
Lat Slesbamoni Sen  
115 Taram Kishona  
Nabhan Lane  
Koi-10  
P.S. Behafrata + Po  
Bheshinich.

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Companies Act, 1956, having its registered office at 55/1A Strand Road, Kolkata-700 006, represented by its authorized signatory Sujit Sarkar, son of Alok Sarkar, residing at 7/2D, Marhatta Lane, Kolkata-700 003 hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-interest and assigns) of the OTHER PART :

W H E R E A S :

A. One Sarat Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 19 decimal, be the same a little more or less, situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180, comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1677, Police Station Behala, District the then 24-Parganas (hereinafter referred to as **the said first plot of land**).

B. One Satish Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 19 decimal, be the same a little more or less, situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210 Revenue Survey No.180, comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1678, Police Station Behala, District the then 24-Parganas (hereinafter referred to as **the said second plot of land**).

C. One Jyotish Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 18 decimal, be the same a little more or less, situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180 comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1679, Police Station Behala, District the then 24-Parganas (hereinafter referred to as **the said third plot of land**).

D. One Kshitish Chandra Ghatak was seized and possessed of and/or otherwise well sufficiently entitled to All That the piece and parcel of land containing an area of 18 decimal, be the same a little more or less, situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180 comprised in C.S.Dag No.272 corresponding to R.S.Dag No.272 under C.S.Khatian No.527, R.S. Khatian No.1680, Police Station Behala, District the then 24-Parganas (hereinafter referred to as **the said fourth plot of land**).

E. The said first, second third and fourth plots of land were subsequently inducted into the then Calcutta Municipal Corporation and since assessed, numbered and known as 48, Mon Mohan Banerjee Road (hereinafter referred to as **the said premises**).

F. The said Kshitish Chandra Ghatak who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on

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District Sub-Register-II  
Alipore, South 24 Parganas

18 SEP 2013

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the 2<sup>nd</sup> December, 1978 leaving behind him surviving his widow namely, Sukriti Ghatak, only son namely, Joygopal Ghatak and two daughters namely, Gita Mukherjee and Bandana Roy as his only heiresses, heirs and legal representatives who upon his death became jointly entitled to All That the said fourth plot of land being part of the said premises absolutely and forever.

G. The said Joygopal Ghatak who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 27<sup>th</sup> October, 1994 leaving behind him surviving his widow namely, Anjali Ghatak only son namely, Indranil Ghatak and only married daughter namely, Rinku Mukherjee as his only heiresses, heirs and legal representatives who upon his death became jointly entitled to All That his undivided part or share in the said fourth plot of land being part of the said premises absolutely and forever.

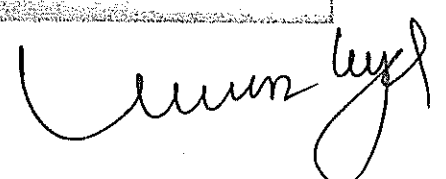
H. The said Sukriti Ghatak who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 21<sup>st</sup> October, 2003 leaving behind her surviving her said two daughters namely, Gita Mukherjee and Bandana Roy and the legal heirs of her predeceased son Joygopal Ghatak as her only heirs, heiresses and legal representatives who upon her death became jointly entitled to All That her undivided part or share in the said fourth plot of land being part of the said premises absolutely and forever.

I. The said **Rinku Mukherjee** who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 30<sup>th</sup> October, 2008 leaving behind her surviving her minor son namely, Mayukh Mukherjee, the Vendor herein and her husband namely, Mihir Kumar Mukherjee who upon her death became jointly entitled to All That her undivided part or share in the said fourth plot of land being part of the said premises absolutely and forever.

J. The said Geeta Mukherjee who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 8<sup>th</sup> August, 2010 leaving behind her surviving her husband namely, Shayama Charan Mukherjee and two sons namely, Saumen Mukherjee and Kiran Kumar Mukherjee and two daughters namely, Roma Mukherjee and Ratna Chowdhury as her only heirs, heiresses and legal representatives who upon her death became jointly entitled to All That her undivided part or share in the said fourth plot of land being part of the said premises absolutely and forever.

K. The said Bandana Roy who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 21<sup>st</sup> February, 2011 leaving behind her, Monilal Roy her husband being predeceased, surviving her two sons namely, Malay Kumar Roy and Ajit Kumar Roy and two daughters namely, Rita Chakraborty and Sima Mallick as her only heirs, heiresses and legal representatives who upon her death became jointly entitled to All That her undivided part or share in the said fourth plot of land being part of the said premises absolutely and forever.

L. The said Shyama Charan Mukherjee who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on



the 13<sup>th</sup> December, 2011 leaving behind him surviving his two sons namely, Saumen Mukherjee and Kiran Kumar Mukherjee and two daughters namely, Roma Mukherjee and Ratna Chowdhury as his only heirs, heiresses and legal representatives who upon his death became jointly entitled to All That his undivided part or share in the said fourth plot of land being part of the said premises absolutely and forever.

M. Thus the Vendor herein is now seized and possessed of and / or otherwise well and sufficiently entitled to all that the piece or parcel of land measuring 1 decimal, be the same a little more or less, together with tin shed structure classified as 'GOLA' situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos. 159, 206 and 210, Revenue Survey No.180, comprised in R. S. Dag No.272 appertaining to R. S. Khatian No.1680 within Police Station-Behala, being part of Premises No.48, Mon Mohan Banerjee Road, under Ward No.118, within the ambit of the Kolkata Municipal Corporation in the District - South 24 Parganas, free from all encumbrances, charges, leins, lispensens, attachments, trusts of whatsoever natures more fully and particularly described in the **Schedule** hereunder written (herein after referred to as **the said land**).

N. Having decided to sell and dispose of the said land the father and natural guardian of the Vendor for the well being and betterment of the minor abovenamed approached the Purchaser herein and by an Agreement dated 17<sup>th</sup> day of April, 2013 made between the Vendor herein therein referred to as the Vendor of the One Part and the Purchaser herein therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-II, South 24 Parganas in Book No. I, Volume No. 6, Pages 14348 to 14360, Being No. 04747 for the year 2013 (herein after referred to as **the said Agreement**), the Vendor herein agreed to sell and transfer the said land in favour of the Purchaser herein at and for the consideration, terms and preconditions therein mentioned.

O. Mihir Kumar Mukherjee natural guardian and father of the minor Mayukh Mukherjee duly applied for and obtained an order from the Learned District Judge at Alipore, District South 24 Parganas, in Act VIII Case No. 55 of 2013, whereby the Learned Court was pleased to grant permission vide Order No.4, dated 12<sup>th</sup> July, 2013, for sale of the minor's land to the Purchaser herein at and for the consideration of Rs.3,02,800/- (Rupees Three Lacs Two Thousand and Eight Hundred only) subject to the compliance of the pre-conditions of deposit of the equivalent amount in the name of the minor herein in a Term Deposit Scheme with any of the Nationalised Bank and filing of such Term Deposit Receipt before the Learned Court, which will be kept in its custody till the minor attain the majority.

P. On filing of such Term Deposit Receipt being No. EIH/B 854861 dated 3<sup>rd</sup> September, 2013 of United Bank of India, Belegkata Branch, the Learned District Judge at Alipore, District South 24 Parganas, in the said Act VIII Case No. 55 of 2013, by another Order approved the Draft copy of Indenture of Conveyance on 11<sup>th</sup> September, 2013.

*Umesh Patel*

Q. Upon fulfillment of the terms, condition and obligations of the said Agreement, now the Vendor has agreed to sell and the Purchaser has agreed to purchase All That the said land at or for the consideration as mentioned in the said Order No.4, dated 12<sup>th</sup> July, 2013.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs.3,02,800/- (Rupees Three Lacs Two Thousand and Eight Hundred only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendor doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser **All That** the piece and parcel of land containing an area of 1 decimal, be the same a little more or less, together with tin shed structure classified as 'GOLA' situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180, comprised in R.S. Dag No.272, corresponding to R.S. Khatian No. 1680, Police Station-Behala, being portion of the Premises No.48, Mon Mohan Banerjee Road, under Ward No.118, within the ambit of Kolkata Municipal Corporation, Kolkata-700 053, in the District - South 24-Parganas more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as **the said land**) **OR HOWSOEVER OTHERWISE** the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished Together With all areas sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or number thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof Together With all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom they may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereby sold, granted, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendor doth hereby covenant with the Purchaser **THAT NOTWITHSTANDING** any act, deed or thing by the Vendor or his predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendor has now in himself good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or

*Ummu Huda*

expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid **AND** the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him **AND** that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid **AND** further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

II. The Vendor further assures and confirms that the Vendor is transferring his entire undivided share in the said premises.

III. The Vendor further assures and confirms that none of his respective heirs, executors, administrators, legal representatives and assigns shall ever raise any future claim demand right title or interest in respect of and over their share in the said premises or any portion thereof.

IV. The Vendor further assures and confirms that he shall indemnify and keep indemnified the Purchaser and its respective successors or successors-in-interest and assigns from any future claim demand right title or interest in respect of and over his share in the said premises.

**THE SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** the piece and parcel of land containing an area of 1 decimal, be the same a little more or less, together with tin shed structure classified as 'GOLA' having an area of 100 square feet approximately situate lying at Mouza Punja Sahapur, J.L. No.9, Touzi Nos.159, 206 & 210, Revenue Survey No.180, comprised in R.S. Dag No.272, corresponding to R.S. Khatian No. 1680, Police Station-Behala, being portion of the Premises No.48, Mon Mohan Banerjee Road, under Ward No.118, within the ambit of Kolkata Municipal Corporation, Kolkata-700 053, in the District - South 24-Parganas and butted and bounded in the manner as follows:-

ON THE NORTH BY : R.S.Dag No. 271;  
ON THE SOUTH BY : R.S.Dag No. 273;  
ON THE EAST BY : R.S.Dag No.2646, 680, 2647 & 2648(P);  
ON THE WEST BY : R.S.Dag No. 273.

*Chandrayudh*



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

SIGNED AND DELIVERED by the VENDOR at Kolkata in the presence of:

1. Biswasit Sen  
1/5 Tran Wellman  
Nasrath Lane  
K01-10.

Mihir Kumar Mukherjee  
for father & natural guardian of  
Mayukh Mukherjee

2. Priyanka B. Ghosh  
814, Kalitola  
Kolkata-700 084

SIGNED SEALED AND DELIVERED by the PURCHASER at Kolkata in the presence of:

1. Biswasit Sen
2. Priyanka B. Ghosh

SOHAI INFRACON PVT, LTD  
Sujit Samra  
Director/Authorised Signa

Drafted by:

Atanigir. Reza Adv  
Advocate  
Alipore Judges Court  
K01-27

Umsuz

**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of Rs.3,02,800/- (Rupees Three Lacs Two Thousand and Eight Hundred only) being the full consideration money as per Memo below:-

**MEMO OF CONSIDERATION**

| <u>Date</u> | <u>RTGS UTR No.</u> | <u>Bank &amp; Branch</u>              | <u>Amount (Rs.)</u> | <u>In favour of</u> |
|-------------|---------------------|---------------------------------------|---------------------|---------------------|
| 03.08.2013  | IOBAH13215001030    | INDIAN OVERSEAS BANK, KALIGHAT BRANCH | 3,02,800/-          | MAYUKH MUKHERJEE    |
|             |                     | <b>TOTAL</b>                          | <b>3,02,800/-</b>   |                     |

**(RUPEES THREE LACS TWO THOUSAND AND EIGHT HUNDRED ONLY)**























*Mihir Kumar Mukherjee  
for father & natural guardian  
of Mayukh Mukherjee*

Signature of the Vendor

**WITNESSES :**

1. *Biswanil Sen*
2. *Priyanka B. Ghosh*

*Munir Uddin*

|   |  |   |   |  |   |   |
|---|--|---|---|--|---|---|
| PHOTO   |  |   |   |  |   |   |
|   | Little   | Ring  | Middle  | Fore   | Thumb   |   |
|   | (Left Hand)  |   |   |  |   |   |
|   |  |   |   |  |   |   |
|   | Thumb  | Fore  | Middle  | Ring   | Little  |   |
| (Right Hand)  |  |   |   |  |   |   |
|   | <i>M. K. Kumbhar, Mukherjee<br/>for father &amp; maternal grandiam of<br/>Mangal Mukherjee</i> |    |    |    |    |    |
|   |  | Little  | Ring  | Middle   | Fore  | Thumb   |
|   |  | (Left Hand)   |   |  |   |   |
|   |  |   |   |   |   |   |
|   |  | Thumb   | Fore  | Middle   | Ring  | Little  |
| (Right Hand)  |  |   |   |  |   |   |
|  | <i>Sujit Samra</i>   |  |  |  |  |  |
|   |  | Little  | Ring  | Middle   | Fore  | Thumb   |
|   |  | (Left Hand)   |   |  |   |   |
|   |  |  |  |  |  |  |
|   |  | Thumb   | Fore  | Middle   | Ring  | Little  |
| (Right Hand)  |  |   |   |  |   |   |
| PHOTO   |  |   |   |  |   |   |
|   | Little   | Ring  | Middle  | Fore   | Thumb   |   |
|   | (Left Hand)  |   |   |  |   |   |
|   |  |   |   |  |   |   |
|   | Thumb  | Fore  | Middle  | Ring   | Little  |   |
| (Right Hand)  |  |   |   |  |   |   |

*Sumant*



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

Endorsement For Deed Number : I - 10474 of 2013  
(Serial No. 10624 of 2013 and Query No. 1602L000022272 of 2013)

On 18/09/2013

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

Presented for registration at 17.00 hrs on :18/09/2013, at the Private residence by Sujit Sarkar, Claimant.

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

Execution is admitted on 18/09/2013 by

1. Sujit Sarkar  
Director, Eclair Infracon Private Limited, 55/1 A, Strand Road, District:-Kolkata, WEST BENGAL, India, Pin :-700006,  
, By Profession : Business

Identified By B Sen, son of Lt. S Sen, 1/5, T K Naskar Lane, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste: Hindu, By Profession: Business.

Executed by guardian

Execution is admitted by

1. Mihir Kumar Mukherjee, son of Lt. Rinku Mukherjee , 5, Canal East Bye Lane, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700085 By Caste Hindu By Profession: Others, as the guardian of minor Mayukh Mukherjee

Identified By B Sen, son of Lt. S Sen, 1/5, T K Naskar Lane, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste: Hindu, By Profession: Business.

( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

On 19/09/2013

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, 5 of Indian Stamp Act 1899.

Payment of Fees:

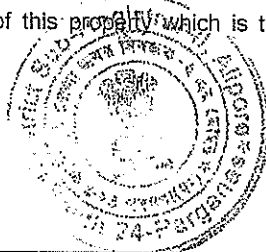
Amount By Cash

Rs. 13873.00/-, on 19/09/2013

( Under Article : A(1) = 13827/- , E = 14/- , H = 28/- , M(b) = 4/- on 19/09/2013 )

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.-12,57,121/-



( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

19/09/2013 16:42:00

Endorsement Page 1 of 2

*Malay Chakraborty*



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

Endorsement For Deed Number : I - 10474 of 2013  
(Serial No. 10624 of 2013 and Query No. 1602L000022272 of 2013)

Certified that the required stamp duty of this document is Rs.- 27717 /- and the Stamp duty paid as:  
Impressive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 27700/- is paid , by the draft number 015101, Draft Date 19/09/2013, Bank :  
State Bank of India, ALIPORE, received on 19/09/2013

( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II



( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II

#####  
DATED THIS 18<sup>th</sup> DAY OF SEPTEMBER, 2013  
#####

B E T W E E N

MAYUKH MUKHERJEE

... VENDOR

A N D

ECLAIR INFRACON PRIVATE LIMITED

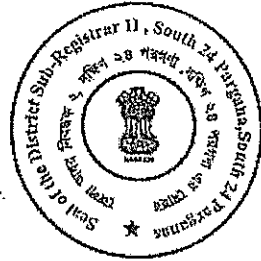
... PURCHASER


C O N V E Y A N C E

[minor 1 decimal]

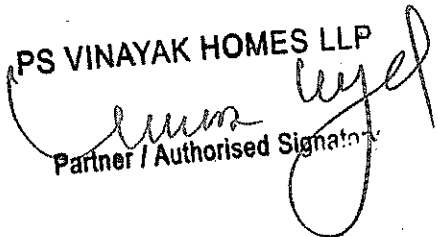
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 19  
Page from 9805 to 9817  
being No 10474 for the year 2013.



  
(Malay Chakraborty) 20-September-2013  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. -II SOUTH 24-PARGANAS  
West Bengal

PS VINAYAK HOMES LLP

  
Partner / Authorised Signatory