

11858

NC-3548/12-1-11337/12



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 572946

Handwritten notes:
17/12/12
41404

Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

Signature: Ghosh
District Sub-Register-III
Alipore, South 24-parganas
19.12.2012

CONVEYANCE

1. Date: 17th December, 2012
2. Place: Kolkata
3. Parties: _____

Signature: Rgult by Paul

Signature: Paul

Signature: Rgult

15 DEC 2012

SL. No. 57122 DATE.....
NAME.....
ADD.....
AMT. 5000/- Five thousand only



Priyanka Dasgupta



NETI-7630

PRADYUMNA COMPLEX PRIVATE LIMITED

PRADYUMNA HIRISE PRIVATE LIMITED

PRADYUMNA BUILDERS PRIVATE LIMITED

PRADYUMNA BUILDCON PRIVATE LIMITED

PRADYUMNA ENCLAVE PRIVATE LIMITED

PRADYUMNA NIRMAN PRIVATE LIMITED

PRADYUMNA RESIDENCY PRIVATE LIMITED

SHIVPARIWAR COMPLEX PRIVATE LIMITED

SHIVPARIWAR HIRISE PRIVATE LIMITED

SHIVPARIWAR RESIDENCY PRIVATE LIMITED

Priyanka Dasgupta

Director/ Authorised Signatory



NETI-7631

Anita Paul

As well as Constituted Attorney of
Ranili Choudhury

NETI-7633



Aroon Kumar Paul

For Sale and as Constituted Attorney of
Anayee Paul & Anindya Kumar Paul



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

17 DEC 2012

Debt Demand Form.



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

Endorsement For Deed Number : I - 11337 of 2012
(Serial No. 11858 of 2012)

On

Payment of Fees:

On 17/12/2012

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

Presented for registration at 15.15 hrs on :17/12/2012, at the Private residence by Priyankar Dasgupta ,Claimant.

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

Execution is admitted on 17/12/2012 by

1. Asoke Kumar Paul, son of Lt Ajit Kumar Paul , 25a, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Others
2. Anita Paul, wife of Asoke Kumar Paul , A/125, Lake Gardens, Kolkata, Thana:-Lake, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045, By Caste Hindu, By Profession : Others
3. Ranjit Gupta
Director, Suryamukhi Projects Pvt Ltd. Pan No. Aamcs5392j, 1a, Grant Lane, Kolkata, Thana:-Bowbazar, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700012.
, By Profession : Business



Shash
District Sub-Registrar-III
Alipore, South 24-Parganas

(Srijani Ghosh)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 1 of 4

19/12/2012 11:24:00



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

Endorsement For Deed Number : I - 11337 of 2012
(Serial No. 11858 of 2012)

4. Priyankar Dasgupta
Authorised Signatory, Pradymna Complex Pvt Ltd. Pan No. Aagcp8978b, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Pradyuma Hirise Pvt Ltd. Pan No. Aagcp8977q, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Pradyumna Builders Pvt Ltd. Pan No. Aagcp8966k, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Pradyumna Buildcon Pvt Ltd. Pan No. Aagcp8969g, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Pradyumna Enclave Pvt Ltd. Pan No. Aagcp8976r, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Pradymna Nirman Pvt Ltd. Pan No. Aagcp8971j, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Pradyumna Residency Pvt Ltd. Pan No. Aagcp8970k, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Shivpariwar Complex Pvt Ltd. Pan No. Aascs3157k, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, SHIVPARIWAR HIRISE PVT LTD. PAN NO. AASCS3165K, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- Authorised Signatory, Shivpariwar Residency Pvt Ltd. Pan No. Aascs3158g, 2nd Floor, 109, Park Street, Kolkata, Thana:-ParkStreet, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016.
- , By Profession : Business



Shash
District Sub-Registrar-III
Alipore, South 24-Parganas

(Srijani Ghosh)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 2 of 4



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

Endorsement For Deed Number : I - 11337 of 2012
(Serial No. 11858 of 2012)

Identified By Dipankar Pain, son of Lt N. N. Pyne, 6/7, Sarat Chatterjee Road, Kolkata, P.O. :-
,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700089, By Caste: Hindu, By Profession:
Retired Person.

Executed by Attorney

Execution by

1. Anita Paul, wife of Asoke Kumar Paul , A/125, Lake Gardens, Kolkata, Thana:-Lake, P.O. :-
,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045 By Caste Hindu By Profession:
Others,as the constituted attorney of Ranita Choudhury, Confirming Party is admitted by him.
2. Asoke Kumar Paul, son of Lt Ajit Kumar Paul , 25a, Radhanath Chowdhury Road, Kolkata,
Thana:-Entaly, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015 By Caste
Hindu By Profession: Others,as the constituted attorney of 1. Anayee Paul, Confirming Party alias
Anayee Tadimalla 2. Anindya Kumar Paul, Confirming Party is admitted by him.

Identified By Dipankar Pain, son of Lt N. N. Pyne, 6/7, Sarat Chatterjee Road, Kolkata, P.O. :-
,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700089, By Caste: Hindu, By Profession:
Retired Person.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 18/12/2012

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.-5,06,88,823/-

Certified that the required stamp duty of this document is Rs.- 3548237 /- and the Stamp duty paid as:
Impresive Rs.- 5000/-

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 19/12/2012

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



Ghosh
District Sub-Registrar-III
Alipore, South 24-Parganas

(Srijani Ghosh)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

19/12/2012 11:24:00

EndorsementPage 3 of 4



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

Endorsement For Deed Number : I - 11337 of 2012
(Serial No. 11858 of 2012)

Rs. 0.00/-, on 19/12/2012

Amount by Draft

Rs. 557614/- is paid , by the draft number 751369, Draft Date 18/12/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 19/12/2012

(Under Article : A(1) = 557568/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 19/12/2012)

Deficit stamp duty

Deficit stamp duty Rs. 3543237/- is paid, by the draft number 751368, Draft Date 18/12/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 19/12/2012

(Srijani Ghosh)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



Srijani Ghosh
District Sub-Registrar-III
Alipore, South 24-Parganas

(Srijani Ghosh)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

- 3.1 **Asoke Kumar Paul**, son of Late Ajit Kumar Paul, residing at 25A, Radha Nath Chowdhury Road, Kolkata-700015, Police Station Entally, in his capacity as the sole executor and one of the beneficiaries of and under the Last Will and Testament dated 8th May, 2000 of Late Kali Shankar Bose (**Said Will**) (**PAN AJBPP2741B**)

(**Vendor**, includes successors-in-office/interest)

And

- 3.2 **Anita Paul**, wife of Asoke Kumar Paul and daughter of Late Kali Shankar Bose, residing at A/125, Lake Gardens, Kolkata-700045, Police Station Lake (**PAN ANNPP8815G**)
- 3.3 **Anayee Paul alias Anayee Tadimalla**, wife of Arvind Tadimalla, granddaughter of Late Kali Shankar Bose and daughter of Asoke Kumar Paul, residing at D4, 304, Brindavan Bhawan, Hosur Main Road, Adugodi, Bangalore-560030 (**PAN ALFPP9385H**), represented by her father and constituted attorney **Asoke Kumar Paul**, son of Late Ajit Kumar Paul, residing at 25A, Radha Nath Chowdhury Road, Kolkata-700015, Police Station Entally
- 3.4 **Anindya Kumar Paul**, son of Asoke Kumar Paul and grandson of Late Kali Shankar Bose, residing at 25A, Radha Nath Chowdhury Road, Kolkata-700015, Police Station Entally, represented by his father and constituted attorney **Asoke Kumar Paul**, son of Late Ajit Kumar Paul, residing at 25A, Radha Nath Chowdhury Road, Kolkata-700015, Police Station Entally

(collectively **Co-Vendors**, includes successors-in-interest, all acting in their capacities as the beneficiaries under the Said Will and/or in any other capacity under any other testamentary instrument made by Late Kali Shankar Bose)

And

- 3.5 **Ranita Choudhury**, wife of Abhijeet Choudhury and daughter of Late Kali Shankar Bose, of A/125, Lake Gardens, Kolkata-700045, Police Station Lake, represented by her sister and constituted attorney **Anita Paul**, wife of Asoke Kumar Paul, residing at A/125, Lake Gardens, Kolkata-700045, Police Station Lake

(**First Confirming Party**, includes successors-in-interest)

And

- 3.6 **Suryamukhi Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1A, Grant Lane, Kolkata-700012, Police Station Bowbazar (**PAN AAMCS5392J**), represented by its director, **Ranjit Gupta**, son of Radheshyam Gupta, of 1A, Grant Lane, Kolkata-700012, Police Station Bowbazar

(**Second Confirming Party**, includes successors-in-interest)

And

- 3.7 **Pradyumna Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8978B**), represented by its

Paul

by *Ranjit* *Paul*



NET-7634

Suryamukhi Projects Pvt. Ltd.

Ranjit Gupta

Authorized Signatory/Director

Delegated to
S/o. Lt. N. N. Sarker
6/7, Sarbat Chatterjee
Road, Kalyan-700089
Returned



District Sub-Registrar-III
Alipore, South 24-Parganas
17 DEC 2012

- authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.8 **Pradyumna Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8977Q**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.9 **Pradyumna Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8966K**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.10 **Pradyumna Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8969G**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.11 **Pradyumna Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8976R**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.12 **Pradyumna Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8971J**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.13 **Pradyumna Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8970K**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.14 **Shivpariwar Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS3157K**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.15 **Shivpariwar Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS3165K**), represented by its authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.16 **Shivpariwar Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS3158G**), represented by its



District Sub-Registrar-III
Alipore Birganias

17 DEC 2012

authorized signatory, **Priyankar Dasgupta**, son of Syamal Kanti Dasgupta, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Co-Vendors collectively **Sellers**.

Vendor, Co-Vendors, First Confirming Party, Second Confirming Party and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Share in Said Premises:** 50% (fifty percent) share and/or interest in land equivalent to 12 (twelve) *cottah* and 10 (ten) *chittack*, more or less **together with** 50% (fifty percent) share and/or interest in all buildings and structures equivalent to 5400 (five thousand and four hundred) square feet, more or less (**Said Share**), the total land measuring 25 (twenty five) *cottah* and 4 (four) *chittack*, more or less and the total buildings and structures measuring 10800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part of the said land, situate, lying at and being Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (**Said Premises**), the Said Premises being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection **and together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Sellers in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof. The Said Premises is more fully described in the **1st Schedule** below and the Said Share is more fully described in the **2nd Schedule** below.

5. Representations, Warranties and Covenants

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Sellers represent, warrant and covenant with the Purchasers regarding title as follows:
- 5.1.1 **Ownership of Gadadhar Rajak:** One Gadadhar Rajak was the owner of land with structures thereon and after sale of a portion thereof on the northeast side to Thakurdas Rajak, he continued to remain the owner of land measuring 1 (one) *bigha* 11 (eleven) *cottah* and 9 (nine) *chittack* [on physical survey found to measure 25 (twenty five) *cottah* and 4 (four) *chittack*] with structures thereon, being the Said Premises described in the **1st Schedule** below.
- 5.1.2 **Sale to Shib Chandra Bose:** By a Deed of Sale dated 14th August, 1905 and registered in the Office of the Sadar Sub-Registrar, Alipore, 24 Parganas in Book No. I, Volume No.33, at Pages 207 to 211, being Deed No.2062 for the year 1905, Gadadhar Rajak sold the Said Premises to Shib Chandra Bose who thus became the owner thereof.
- 5.1.3 **Demise of Shib Chandra Bose:** On or about 22nd October, 1944, Shib Chandra Bose, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his 2 (two) sons, namely, Mukul Chandra Bose and Kali Shankar



District Sub-Registrar-III
Alipore, Jharkhand

17 DEC 2012

Bose as his only legal heirs, who jointly and equally inherited the Said Premises and became the joint and equal owners thereof.

- 5.1.4 **Demise of Mukul Chandra Bose:** On or about 2nd December, 1982, Mukul Chandra Bose, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his wife, Murala Bose, his son, Deb Kumar Basu and his 4 (four) daughters, namely, (1) Sujata Dey (2) Surama Sinha (3) Sudipta Dutta and (4) Sunanda Basu (collectively **Legal Heirs Of Mukul Chandra Bose**), who, jointly and equally inherited the 50% (fifty percent) share and/or interest of Late Mukul Chandra Bose in the Said Premises and jointly became co-owners thereof to the extent of 50% (fifty percent) share.
- 5.1.5 **Ownership of Said Premises:** In the above circumstances, Kali Shankar Bose and the Legal Heirs Of Mukul Chandra Bose became the joint and absolute owners of the Said Premises, Kali Shankar Bose having 50% (fifty percent) share and the Legal Heirs Of Mukul Chandra Bose jointly having the balance 50% (fifty percent) share thereof.
- 5.1.6 **Said Will of Kali Shankar Bose:** On or about 3rd August, 2002, Kali Shankar Bose died after having made and published the Said Will, i.e. his last Will and Testament dated 8th May, 2000, whereunder he appointed the Vendor as the sole executor and bequeathed his 50% (fifty percent) share and/or interest in the Said Premises (being the Said Share described in the **2nd Schedule** below), in favour of the Sellers (which includes the Vendor) in the shares specified therein, in certain circumstances as provided for therein, which have been since fulfilled.
- 5.1.7 **Vendor's Status:** As per the express provisions of the Said Will, the Vendor in his capacity as the sole executor of the Said Will is seized and possessed of and well and sufficiently entitled to the Said Share described in the **2nd Schedule** below in the Said Premises described in the **1st Schedule** below and has good and marketable title thereto, such title having vested in him by operation of law.
- 5.1.8 **Co-Vendors' Status:** The Co-Vendors are the only other beneficiaries under the Said Will of Late Kali Shankar Bose and are therefore the only persons who have vested and accrued right, title and interest in the Said Share in the Said Premises by virtue of the express provisions of the Said Will of Late Kali Shankar Bose. Further, the Co-Vendors are the only other persons who have interest in any other testamentary instrument made by Late Kali Shankar Bose.
- 5.1.9 **Said Tenants:** There are several tenants and/or occupants in the Said Premises, who are occupying diverse portions thereof (collectively **Said Tenants**).
- 5.1.10 **Decision to Dispose Off:** The Sellers have amicably and collectively decided to sell and dispose off the Said Share in the Said Premises, on comprehensive resolution of all disputes, differences and litigations between them with regard to the Said Share in the Said Premises.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Sellers represent, warrant and covenant with the Purchasers regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Sellers declare that the Said Share in the Said Premises has not been acquired, required or included in any scheme and the Sellers have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or

Shankar

by Agut Paul



District Sub-Registrar-III
Alipore, Jharkhand

17 DEC 2012

scheme or of any restriction on the nature of use and extent and height of construction of new buildings on the Said Share in the Said Premises.

- 5.2.2 **No Excess Land:** The Said Share in the Said Premises does not contain any excess land and the Sellers also do not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.2.3 **No Encumbrance by Act of Sellers:** Save and except the tenancy/occupancy right of the Said Tenants, the Sellers have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Share in the Said Premises or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Sellers have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share in the Said Premises to the Purchasers.
- 5.2.5 **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, dues of CESC Ltd., outgoings or levies of any nature whatsoever in respect of the Said Share in the Said Premises is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Sellers.
- 5.2.6 **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Share in the Said Premises or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Sellers in respect of the Said Share in the Said Premises or any part thereof by deposit of title deeds or in any other manner.
- 5.2.8 **Free From All Encumbrances:** Save and except the tenancy/occupancy right of the Said Tenants, the Said Share in the Said Premises is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Sellers or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Sellers or the Sellers' predecessors-in-title and the title of the Sellers to the Said Share in the Said Premises is free, clear and marketable.
- 5.2.9 **No Guarantee:** The Said Share in the Said Premises is not affected by or subject to any personal or collateral guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Sellers from selling, transferring and/or alienating the Said Share in the Said Premises or any part thereof.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The Sellers have approached the Purchasers and offered to sell the Said Share in the Said Premises to the Purchasers, free from all encumbrances of any and every nature whatsoever **and with good, bankable and marketable title and together with** *khas*, vacant, peaceful and physical possession excepting the portions occupied by the Said Tenants and the Purchasers, based on the

Saha

Ray

Agarwal

Paul



✓
District Sub-Registrar-III
Alipore, South 24 Parganas

17 DEC. 2012

representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above (collectively **Representations**), have agreed to purchase the Said Share in the Said Premises from the Sellers.

- 6.2 **Confirmation by First Confirming Party:** The First Confirming Party, who is a natural heir of Late Kali Shankar Bose but is not a beneficiary under the Said Will in the circumstances under which the Said Share in the Said Premises is being sold, has agreed to join and confirm the sale of the Said Share in the Said Premises by the Sellers in favour of the Purchasers.
- 6.3 **Agreement to Surrender by Second Confirming Party:** The Second Confirming Party, who claims to have actionable rights in the Said Share of the Said Premises, has agreed to surrender all its rights of any and every nature whatsoever in the Said Share in the Said Premises to and in favour of the Purchasers.

7. Transfer

- 7.1 **Hereby Made by Sellers:** The Vendor hereby sells, conveys, transfers, assigns, releases and relinquishes to and in favour of the Purchasers the entirety of the right, title and interest of whatsoever or howsoever nature of the Vendor in the Said Share described in the **2nd Schedule** below, being 50% (fifty percent) share and/or interest in land equivalent to 12 (twelve) *cottah* and 10 (ten) *chittack*, more or less **together with** 50% (fifty percent) share and/or interest in buildings and structures equivalent to 5400 (five thousand and four hundred) square feet, more or less, in the Said Premises described in the **1st Schedule** below, being land measuring 25 (twenty five) *cottah* and 4 (four) *chittack*, more or less **together with** buildings and structures collectively measuring 10800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part thereof, situate, lying at and being Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, the Said Premises being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with (1)** the existing electricity connection/s **(2)** the existing water connection and **(3)** the existing sewage connection **and together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof, free from all encumbrances, for the consideration mentioned in the Receipt And Memo of Consideration I hereunder written; receipt of which the Vendor hereby and by the said Receipt and Memo of Consideration I hereunder written, admits and acknowledges **And** the Co-Vendors hereby convey, transfer, assign, release and relinquish to and in favour of the Purchasers the entirety of the right, title and interest of whatsoever or howsoever nature of the Co-Vendors in the Said Share described in the **2nd Schedule** below in the Said Premises described in the **1st Schedule** below **together with (1)** the existing electricity connection/s **(2)** the existing water connection and **(3)** the existing sewage connection **and together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Co-Vendors in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof, free from all encumbrances, for the consideration mentioned and included in the Receipt And Memo of Consideration I hereunder written (so far as the Co-Vendor Nos. 3.3 and 3.4 are concerned) and for the consideration mentioned in the Receipt II hereunder written (so far as the Co-Vendor No. 3.2 is concerned), receipt of which the Co-Vendors and each of them hereby and by the said respective Receipt and Memo of Consideration I and Receipt II hereunder written, admit and acknowledge.

Spant

Ray *Roy* *Paul*




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

17 DEC 2012

7.2 **Hereby Confirmed by First Confirming Party:** The First Confirming Party hereby (1) confirms the aforesaid sale, conveyance, transfer, assignment, release and relinquishment of the Said Share described in the **2nd Schedule** below in the Said Premises described in the **1st Schedule** below by the Sellers to and in favour of the Purchasers (2) further confirms that she has no objection to such sale, conveyance, transfer, assignment, release and relinquishment inasmuch as she has no right, title and interest in the Said Share in the Said Premises and (3) covenants with and assures the Purchasers that she will do all further acts, deeds and things as be necessary to better the title of the Purchasers to the Said Share in the Said Premises.

7.3 **Hereby Confirmed by Second Confirming Party:** The Second Confirming Party hereby (1) confirms the aforesaid sale, conveyance, transfer, assignment, release and relinquishment of the Said Share described in the **2nd Schedule** below in the Said Premises described in the **1st Schedule** below by the Sellers to and in favour of the Purchasers (2) further confirms that it has no objection to such sale, conveyance, transfer, assignment, release and relinquishment inasmuch as it has no subsisting right, title and interest in the Said Share in the Said Premises and (3) covenants with and assures the Purchasers that it will do all further acts, deeds and things as be necessary to better the title of the Purchasers to the Said Share in the Said Premises.

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 All Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all tenancies (save the tenancy/occupancy right of the Said Tenants), claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Sellers or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Sellers or the Sellers' predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Sellers have in the Said Share in the Said Premises and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Share in the Said Premises.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Sellers:** express indemnification by the Sellers about the correctness of the title, the Vendor's and the Co-Vendors' authority to sell/convey and non existence of any encumbrances (save and except the tenancy/occupancy right of the Said Tenants) on the Said Share in the Said Premises and this Conveyance is being accepted by the Purchasers on such express indemnification by the Sellers, which if found defective or untrue at any time, the Sellers shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Sellers, forthwith take all necessary steps to remove and/or rectify. To this effect, the Sellers hereby covenant that the Sellers or any person claiming under the Sellers in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-

efant.



Dist Sub-Registrar-III
Alipore, South 24-Parganas
17 DEC 2012

interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of the aforesaid.

- 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:** The Sellers have handed over *khas*, vacant, peaceful and physical possession of the Said Share in the Said Premises to the Purchasers excepting the portions occupied by the Said Tenants.
- 8.4 **Outgoings:** All revenue, cess, municipal taxes (whether for current period or arrears or accruing on account of pending general revaluations), surcharges, other property taxes, impositions, dues of CESC Ltd., outgoings and levies of any nature whatsoever of or on the Said Share in the Said Premises, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid/reimbursed and discharged by the Vendor on demand by the concerned authority/agency, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Sellers hereby covenant that the Purchasers and/or the Purchasers' successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Share in the Said Premises 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person or persons lawfully or equitably claiming any right or estate therein from, under or in trust for the Sellers.
- 8.6 **No Objection to Mutation:** The Sellers declare that the Purchasers are fully entitled to mutate the Purchasers' name in all records of the concerned authorities and to pay municipal tax or taxes and all other impositions (accruing for the period after the date of this Conveyance) in the Purchasers' own names. In this regard, the Sellers hereby authorize and empower the Purchasers to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Sellers. Notwithstanding such empowerment and authority, the Sellers undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Share in the Said Premises in the name of the Purchasers and in this regard shall sign all documents and papers as be required by the Purchasers.
- 8.7 **Further Acts:** The Sellers hereby covenant that the Sellers or any person claiming under the Sellers, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or the Purchasers' successors-in-interest and assigns, 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 Share in the Said Premises.

**1st Schedule
(Said Premises)**

Land measuring 25 (twenty five) *cottah* and 4 (four) *chittack*, more or less **together with** buildings and structures collectively measuring 10800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part thereof, situate, lying at and being Municipal Premises No.39 (formed by amalgamation of 39 and 39/1),

seal

By *Rajit Paul*



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

17 DEC 2012

Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Municipal Road
On the East : Partly by Premises No.38, Paddapukur Road, Kolkata and partly by Municipal Road known as Paddapukur Road
On the South : By Premises and Buildings belonging to Other Owners
On the West : By Land belonging to Other Owners

Together with (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection **and together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature in the Said Premises and appurtenances and inheritances for access and user thereof.

2nd Schedule
(Said Share)
[Subject Matter of Conveyance]

50% (fifty percent) share and/or interest in the Said Premises described in the **1st Schedule** above, such share and/or interest being and amounting to land measuring 12 (twelve) *cottah* and 10 (ten) *chittack*, more or less, out of land measuring 25 (twenty five) *cottah* and 4 (four) *chittack*, more or less **together with** buildings and structures collectively measuring 5400 (five thousand and four hundred) square feet, more or less, out of the buildings and structures collectively measuring 10800 (ten thousand and eight hundred) square feet, more or less, standing and/or erected on part thereof, situate, lying at and being part or portion of Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas **together with** (1) the existing electricity connection/s (2) the existing water connection and (3) the existing sewage connection **and together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Sellers in the Said Share in the Said Premises and appurtenances and inheritances for access and user thereof.

9. Execution and Delivery

- 9.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

For Self and on behalf of Anayee Paul and Anindya Kumar Paul



Asoke Kumar Paul



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

17 DEC 2012

For Self and on behalf of Ranita Choudhury

Anita Paul

Anita Paul

Suryamukhi Projects Pvt. Ltd.

Ranjit Gupta (R Gupta) (RANJIT GUPTA)

Director

Pradyumna Complex Pvt. Ltd.
Pradyumna Builders Pvt. Ltd.
Pradyumna Enclave Pvt. Ltd.
Pradyumna Residency Pvt. Ltd.
Shivpariwar Hirise Pvt. Ltd.

Pradyumna Hirise Pvt. Ltd.
Pradyumna Buildcon Pvt. Ltd.
Pradyumna Nirman Pvt. Ltd.
Shivpariwar Complex Pvt. Ltd.
Shivpariwar Residency Pvt. Ltd.

Priyankar Dasgupta
Authorized Signatory

Drafted by:

Subhajit De

Subhajit De, Advocate

Witnesses:

Signature [Signature]

Name Deben Prasad Dasgupta

Father's Name Lt. N. N. Dasgupta

Address 6/A, Sarbajit Chatterjee

Road, Koli - 700089.

Signature [Signature]

Name Named Ahmed Senkar

Father's Name F. A. Senkar

Address 7C, K. S. Ray Road

Kolkata - 70001



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

17 DEC 2012

Receipt and Memo of Consideration I

Received from the withinnamed Purchasers the withinmentioned sum of Rs.4,00,00,000/- (Rupees four crore) towards full and final payment of the consideration for sale of the Said Share in the Said Premises described in the **2nd Schedule** above, in the following manner:

| Mode | Date | Bank | Amount (Rs.) |
|------------------------|-------------|---|----------------------|
| Demand Draft No.367268 | 17.12.2012 | Axis Bank Limited, Kolkata Main Branch | 4,00,00,000/- |
| | | Total: | 4,00,00,000/- |

For Self and on behalf of Anayee Paul and Anindya Kumar Paul

Asoke Kumar Paul

Asoke Kumar Paul

Witnesses:

Signature

Debenmishra Paul

Name

Debenmishra Paul

Signature

Ahmed - A - Sarkar

Name

Named Ahmed Sarkar



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

17 DEC 2012

Receipt II

Received from the withinnamed Purchasers the withinmentioned sum of Rs.63,00,000/- (Rupees sixty three lac) towards full and final payment of the consideration for transfer of all interest in the Said Share in the Said Premises described in the **2nd Schedule** above on diverse dates and by diverse modes.

Anita Paul.

Anita Paul

Witnesses:

Signature

[Handwritten Signature]

Name

Debi Prasad Paul

Signature

[Handwritten Signature]

Name

Naheed Ahmed Sarkar

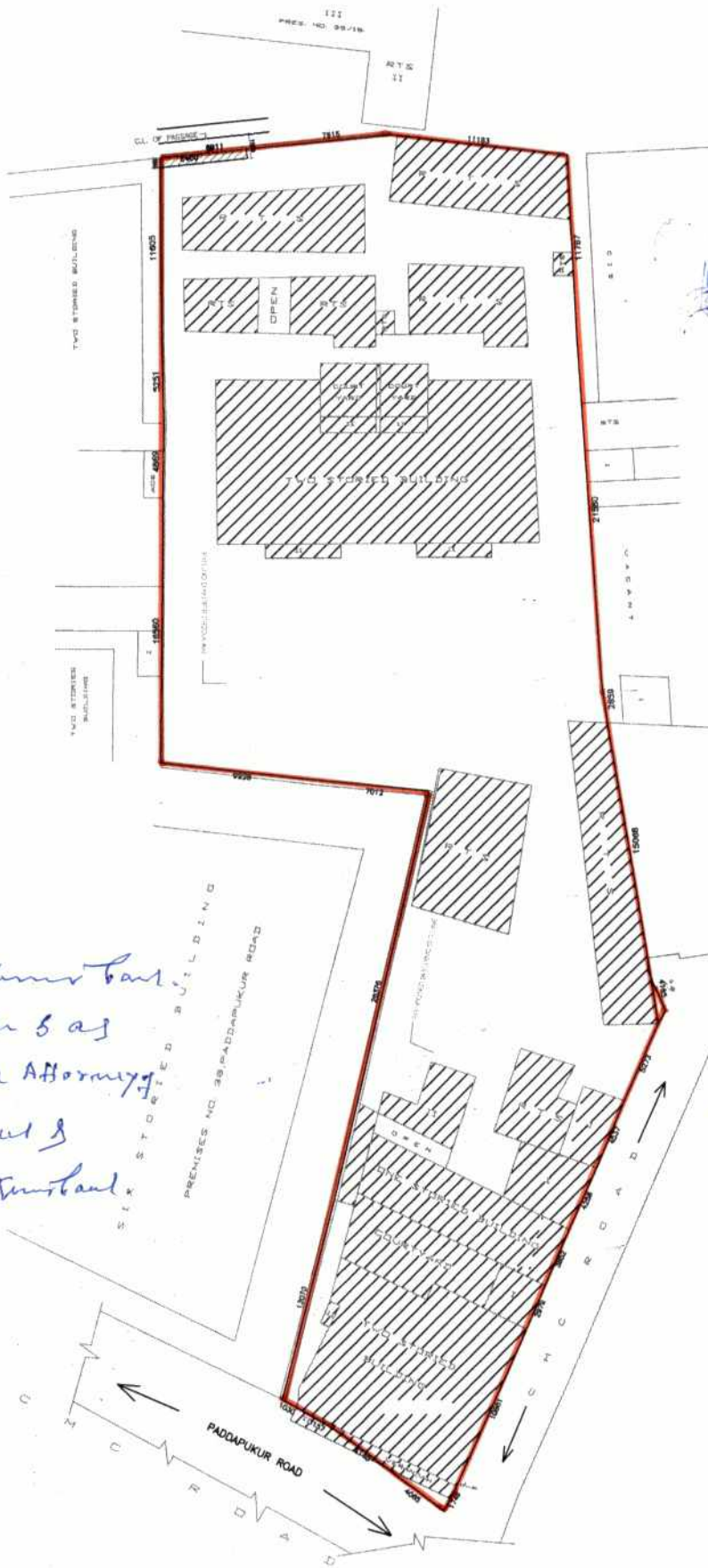


District Sub-Registrar-III
Alipore, South 24-Parganas

17 DEC 2012

PLAN

Land Area - 25 (twenty five) cottah and 4 (four) chittack, more or less and the total buildings and structures measuring 1600 (one thousand and four hundred) square feet, more or less, standing and/or erected on part of the said land, situate, lying at and being Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas.



- PRADYUMNA COMPLEX PRIVATE LIMITED
- PRADYUMNA HIRISE PRIVATE LIMITED
- PRADYUMNA BUILDERS PRIVATE LIMITED
- PRADYUMNA BUILDCON PRIVATE LIMITED
- PRADYUMNA ENCLAVE PRIVATE LIMITED
- PRADYUMNA NIRMAN PRIVATE LIMITED
- PRADYUMNA RESIDENCY PRIVATE LIMITED
- SHIVPARIWAR COMPLEX PRIVATE LIMITED
- SHIVPARIWAR HIRISE PRIVATE LIMITED
- SHIVPARIWAR RESIDENCY PRIVATE LIMITED

Prayankar Dasgupta
Director/Authorised Signatory

*Arshi Kumar Basu
for Sale as
Candidate Attorney
Ananya Paul &
Anindya Kumar Basu*

Suryamukhi Projects Pvt. Ltd.
Ranjit Gupta
Authorised Signatory/Director

Anita Paul

Faint, illegible text, possibly bleed-through from the reverse side of the page.



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

17 DEC 2012

SPECIMEN FORM TEN FINGER PRINTS

| | |
|---------|--|
| Sl. No. | Signature of the executants and/or purchaser Presentants |
|---------|--|



Anita Paul

| | | | | |
|--------|------|------------------------|------|--------|
| | | | | |
| Little | Ring | Middle (Left Hand) | Fore | Thumb |
| | | | | |
| Thumb | Fore | Middle (Right Hand) | Ring | Little |



Ranjit Gupta

| | | | | |
|--------|------|------------------------|------|--------|
| | | | | |
| Little | Ring | Middle (Left Hand) | Fore | Thumb |
| | | | | |
| Thumb | Fore | Middle (Right Hand) | Ring | Little |



Prayankar Dasgupta


| | | | | |
|--------|------|------------------------|------|--------|
| | | | | |
| Little | Ring | Middle (Left Hand) | Fore | Thumb |
| | | | | |
| Thumb | Fore | Middle (Right Hand) | Ring | Little |



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

17 DEC 2012

SPECIMEN FORM TEN FINGER PRINTS

| Sl. No. | Signature of the executants and/or purchaser Presentants | | | | | |
|---------|--|---|---|---|---|---|
| |  <i>Asoki Kumar Paul</i> |  |  |  |  |  |
| | | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| | |  |  |  |  |  |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |
| | | | | | | |
| | | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| | | | | | | |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |
| | | | | | | |
| | | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| | | | | | | |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |



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

17 DEC 2012

Dated this 17th day of December, 2012

Between

Asoke Kumar Paul
... Vendor

And

Anita Paul & Ors.
... Co-Vendors

And

Ranita Choudhury
... First Confirming Party

And

Suryamukhi Projects Pvt. Ltd.
... Second Confirming Party

And

Pradyumna Complex Pvt. Ltd. & Ors.
... Purchasers

CONVEYANCE

50% (fifty percent) share in
Premises No.39, Paddapukur Road
Police Station Ballygunge
Kolkata-700020

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 23
Page from 1311 to 1333
being No 11337 for the year 2012.



Rajendra Prasad Upadhyay

(Rajendra Prasad Upadhyay) 20-December-2012
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal