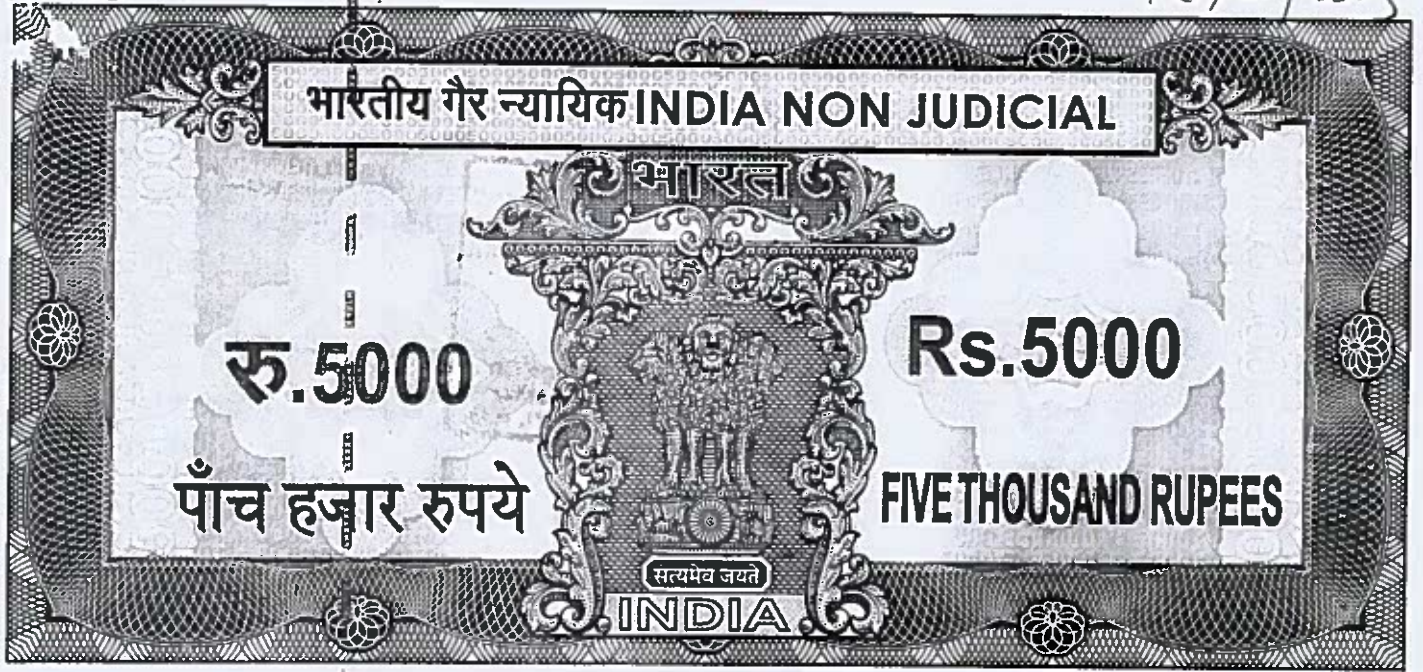


SL No 018257/13

6

1672/2013



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 571062

Endorsement sheet and signature sheet attached with the document are part of the document.

A. D. S. R.

29 MAY 2013

THIS INDENTURE made this 29<sup>th</sup> day of May, 2013 BETWEEN NEMAI CHANDRA KHAN, son of Late Bankim Chandra Khan, residing at J.C. Khan Road, Post Office- Mankundu, Police Station- Bhadreswar, District- Hooghly, having Income Tax PAN No. AFOPK4073Q and represented by his Constituted

18832

**R. N. GHOSE & ASSOCIATES**  
ADVOCATES  
10 OLD POST OFFICE STREET,  
1ST FLOOR. ROOM NO - 36A  
KOLKATA - 700 001

Sold to.....  
Address.....  
Value.....  
- 6 MAY 2013  
L.S.V. High Court  
Sujit Sarkar  
High Court, A.G.



*[Signature]*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

Attorney, Pradeep Pugalia, son of Sumer Mal Pugalia, working for gain at working for gain at 8/1, Lal Bazar Street, Kolkata- 700 001 pursuant to a registered Power of Attorney dated 8<sup>th</sup> May, 2013 registered in the Office of the District Sub Registrar at Hooghly in Book No. IV, C.D. Volume No. 1, at Pages 1674 to 1681, Being No. 00162 for the year 2013, hereinafter referred to as "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors-in-interest and/or assigns) of the **FIRST PART** (1) **(SMT.) HENA SAHA**, wife of Late Dipak Saha, residing at 125/1A, Maniktala Street, Kolkata - 700 005, (2) **(SMT.) MITA SAHA**, wife of Madhusudan Saha, residing at Block No.10, Flat 4C, Club Town, Teghoria, Kolkata- 700 059, (3) **(SMT.) RITA SAHA**, wife of Samir Kumar Saha, residing at Balai Bhawan, 327, Bally Road, Police Station- Chinsurah, District- Hooghly, (4) **(SMT.) PADMA SAHA**, wife of Buddnadev Saha, residing at 8A, Tarak Chatterjee Lane, Kolkata- 700 005 and (5) **ASHIM CHANDRA KHAN**, son of Late Kartick Chandra Khan, residing at "Patal Bari", Hatkhola, Post Office and Police Station- Chandrannagar, District- Hooghly and all represented by their Constituted Attorney, Ravi Prakash Pincha, son of Late Sanchia Lal Pincha, residing at 7, Swalo Lane, Kolkata - 700 001, pursuant to a registered Power of Attorney dated 8<sup>th</sup> May, 2013 registered in the Office of the District Sub Registrar at Hooghly in Book No. IV, C.D. Volume No. 1, at Pages 1698 to 1710, Being No. 00164 for the year 2013, hereinafter collectively referred to as the **CONFIRMING PARTIES** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and/or assigns) of the **SECOND PART AND** (1) **DEEPESH SHOPPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5647D, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (2) **JAGSAK REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street Kolkata- 700001 and having Income Tax PAN No. AADCJ04348, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007, (3) **DEBAJAM REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5668G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007, (4) **ARUNABH CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3972B, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007 (5) **ANGARIK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3975G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007, (6) **LENTILS DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 53, Radha Bazaar Lane, Kolkata-



200  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

700001 and having Income Tax PAN No. AACCL2651B, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101 (7) SHALLOT TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS4836N, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101 (8) SALSIFY COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS4822L, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (9) SALSIFY VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS5132K, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (10) SALSIFY VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS5130M, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (11) NAVY BEANS DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9968Q, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (12) NETTLES VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9985H, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (13) NETTLES DEALTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9962E, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101 (14) ENDIVE VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0475H, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (15) NERINE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0039M, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (16) ENDIVE TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0462C, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (17) NERINE VYAPAR PRIVATE LIMITED, a Company





*[Signature]*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0035H, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (18) ENDIVE VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0545N, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (19) NAVY BEANS COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9963F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (20) NAVY BEANS DEALTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0043R, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (21) LENTILS TIE-UP PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 53, Radha Bazar Lane, Kolkata- 700001 and having Income Tax PAN No. AACCL2649B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (22) NERINE VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0036E, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (23) ENDIVE DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001, and having Income Tax PAN No. AADCE0473B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (24) LENTILS TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 11, Brabourne Road, Kolkata- 700001 and having Income Tax PAN No. AACCL2653D, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (25) LENTILS VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 11, Brabourne Road, Kolkata- 700001 and having Income Tax PAN No. AACCL2650A, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (26) ENDIVE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0472A, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (27) NAVY BEANS TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9961H,



*002*  
Add. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013



represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (28) FRISEE TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AABCF9750C, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (29) ANTRAY CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3974H, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (30) ANTRAY REALESTATE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3929L, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (31) ANTRAY VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3928M, represented by its Director/Authorised Signatory Madan Lal Hirawat Son Of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (32) ARUNABH DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3977E, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (33) ASHTEK CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3973A, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (34) ASHTEK INFRANIRMAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3976F, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (35) DEBAJAM CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5646C, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (36) DEBAJAM DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5666J, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (37) GANADHI VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata – 700001 and having Income Tax PAN No. AAFCG0908H, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late



*[Signature]*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013,

Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (38) **JAGSAK CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0435A, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (39) **JAGSAK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0433G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (40) **JAGSAK REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0423E, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (41) **DEBAJAM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAECD5669H, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (42) **DEBAJAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAECD5648N, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (43) **JAGSAK VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0422F, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (44) **JAGSAK VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata - 700001 and having Income Tax PAN No. AADCJ0421G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (45) **KALASHDHA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0796B, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (46) **KALASHDHA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0810J, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (47) **KALASHDHA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0799Q, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 199/5, M. G. Road, Kolkata – 700 007, (48) **KALASHDHA DEALCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered



*[Signature]*  
**Addl. District Sub-Registrar**  
**Chandernagore, Hooghly ,**

**29 MAY 2013,**

office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0811K, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (49) KALASHDHA VANIJYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0798R, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (50) KALASHDHA VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0809D, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (51) KALASHDHA VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0797A, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (52) RAJNANDITA CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2912K, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (53) RAJNANDITA CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2913J, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (54) RANCHHOR VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2932P, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (55) RITUDHAR CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2915Q, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (56) RITUDHAR VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2914R, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (57) SWAPNO VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AASCS7403G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (58) PUSHAPDHAM MERCHANTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income



000  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013,

Tax PAN No. AAHCP1161F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (59) **PUSHAPDHAM VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAHCP1162G, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (60) **PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAHCP1165B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (61) **PUSHAPDHAM ENTERPRISES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAHCP1160E, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (62) **BAHUMULYA TRADING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAFCB4478F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (63) **BAHUMULYA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAFCB4477L, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (64) **BAHUMULYA MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAFCB4484M, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (65) **BAHUMULYA DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAFCB4483N, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (66) **PUSHAPDHAM DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata - 700073 and having Income Tax PAN No. AAHCP1164A, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (67) **SHIVKRIPA NIRMAAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. AASCS9305F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (68) **SHIVPARIWAR HEIGHTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax



*m*  
Addl. District Sub-Registrar  
| Chandernagore, Hooghly

29 MAY 2013



PAN No. AASCS9301B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (69) SHIVRASHI RESIDENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. , represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 and (70) SHIVMANI INFRATECH PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. AASCS9302C, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, hereinafter collectively referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their successors-in-interest and/or assigns) of the THIRD PART :

WHEREAS :

- A. One Jogendra Chandra Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, several pieces and parcels of land in J.L. No. 9 R. S. No.869, Mouza- Mankundu, Police Station - Bhadreswar, District Sub Registrar Office at Chandannagar, District – Hooghly, hereinafter referred to as "the MANKUNDU PROPERTIES";
- B. By an Indenture of Trust dated 26<sup>th</sup> June, 1946, hereinafter referred to as "the SAID INDENTURE OF TRUST", made between the said Jogendra Chandra Khan, therein as well as hereinafter referred to as "the SETTLOR" of the One Part and his three grandsons, Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and the Settlor, the said Jogendra Chandra Khan, therein collectively referred to as the Trustees of the Other Part and registered in the Office of Registrar of Calcutta in Book No. I, Volume No. 83, at Pages 112 to 154, Being No. 2363 for the year 1946 the Settlor therein transferred, conveyed, assigned and assured in favour of the Trustees therein several massuage, lands, tenaments heriditaments, zamindaries, premises and moneys (including the Mankundu Properties), all of which are hereinafter collectively referred to as "the TRUST ESTATE" to hold the same in trust for the benefit and welfare of the Settlor during his lifetime and thereafter for the benefit and welfare of his said three grandsons subject to maintenance and life interest of the Settlor's widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor's pre-deceased son, (Smt.) Janoda Sundari Dasi;
- C. In terms of the Said Indenture Of Trust the Settlor inter alia directed for division of the Trust Estate, in three equal parts or shares and upon the death of the Settlor to appropriate each of the said three divided portions for the use and benefit of each of the said three grandsons of the Settlor subject to the maintenance and life interest of the



*MS*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

Settlor's said widow, (Smt.) Jugalmoni Dasi and the widow of the Settler's pre-deceased son, (Smt.) Janoda Sundari Dasi;

- D. On or about 1<sup>st</sup> July, 1946 the Settlor, the said Jogendra Chandra Khan died and upon his death the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan continued to administer and manage the said Trust Estate, including the Mankundu Properties, as per the provisions of the Said Indenture Of Trust.
- E. In pursuance of the direction given by the Settlor under the said Indenture Of Trust by a Deed of Declaration dated 4<sup>th</sup> August, 1954, hereinafter referred to as "the SAID DEED OF DECLARATION" registered in the office of the Registrar of the Assurances, Calcutta in Book No. I, Volume No. I, Being No. 3814 the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the Trust Estate in three equal parts and/or shares which parts and/or shares of the Trust Estate was morefully and particularly described in Lists 'X', 'Y' and 'Z' of the Said Deed Of Declaration and the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan declared that the Trust Estate as described in the Lists 'X', 'Y' and 'Z' of the Said Deed of Declaration are being held, administered and maintained by the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan as trustees;
- F. Inasmuch as owing to inadvertent error Plot No. 1097/1228 comprised in the Mankundu Properties was not included in Trust Estates under Said Indenture Of Trust and that for all purposes it was always the intention of the Settlor to make a trust of all his estates including the said Plot No. 1097/1228 comprised in the Mankundu Properties the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan included the said plot No. 1097/1228 comprised in the Mankundu Property in the Trust Estate by the Said Deed of Declaration;
- G. Inasmuch as in the Said Indenture Of Trust it was inter alia directed by the Settlor therein that the income from the properties mentioned in List 'Y' of the Said Deed Of Declaration be credited to the account of the said Kartick Chandra Khan and upon his death to make over the said properties to the heirs of the said Kartick Chandra Khan by a Deed of Appointment of Trustee dated 23<sup>rd</sup> November, 1954, hereinafter referred to as "the SAID DEED OF APPOINTMENT", made between the said Kartik Chandra Khan, therein referred to as the Continuing Trustee of the First Part and the said Ganesh Chandra Khan and Bishnu Chandra Khan, therein collectively referred to as the Retiring Trustees of the Second Part and the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, therein referred to as the New Trustee of the Third Part and registered in the Office of the Registrar of Assurance, Kolkata in Book No. I, Volume No. 125, at Pages 155 to 184, Being No. 5133 for the year 1954 the Retiring Trustees therein retired from the trusteeship and the New Trustee therein was inducted as a new trustee along with the



*2007*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

Continuing Trustee and to maintain, administer and manage inter alia a part of the Trust Estate being the properties described in the List 'Y' of the Said Deed Of Declaration;

- H. For proper management and administration of the Trust Estate and for framing a scheme of administration of the Trust Estate the said Ganesh Chandra Khan, Kartik Chandra Khan and Bishnu Chandra Khan filed a suit in the Hon'ble High Court at Calcutta being Administration Suit No. 1019 of 1956, hereinafter referred to as "the SAID ADMINISTRATION SUIT", against the said (Smt.) Jugalmoni Dasi and (Smt.) Janoda Sundari Dasi, one (Smt.) Annapurna Khan, the said (Smt.) Mallika Khan, one (Smt.) Leela Khan, Suresh Chandra Khan, Samaresh Chandra Khan, Arup Kumar Khan, Amit Kumar Khan, (Kumari) Anita Khan, (Kumari) Pronita Khan, (Kumari) Reena Khan, the Vendors herein; viz Ashim Chandra Khan, (Kumari) Hena Khan, (Kumari) Padma Khan, (Kumar) Mita Khan, one Debi Prosad Khan and Ganga Prosad Khan;
- I. By an order and decree dated 10<sup>th</sup> September, 1956 passed in the Said Administration Suit it was inter alia ordered by the Hon'ble High Court at Calcutta that the said Kartick Chandra Khan and the said (Smt.) Mallika Khan be appointed as Trustees of the properties mentioned in List 'Y' of the Said Deed of Declaration to the exclusion of the all other trustees of the Trust Estate;
- J. By a further order and decree dated 19<sup>th</sup> March, 1962 passed in the Said Administration Suit the Hon'ble High Court at Calcutta was further pleased to inter alia direct that inasmuch as the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and their respective family members thought that the their separate Trust Estate as mentioned in the Lists 'X' 'Y' and 'Z' of the Said Deed Of Declaration be separated and administration and management thereof be handed over to each of the said three grandsons of the Settlor interested in the properties allotted to their own branches, the present trustees be discharged and each of the said three grandsons of the Settlor along with their respective wives be appointed as trustees of the properties in which each of them are interested and the Hon'ble High Court at Calcutta was further pleased to direct that the each of the three Trust Estate be vested in the respective new trustees appointed by the said order and decree subject to the right of the said (Smt.) Jugalmoni Dasi and (Smt.) Janoda Sundari Dasi;
- K. Inasmuch as a part of the Mankundu Properties forms a part and parcel of the said List 'Y' of the Said Deed of Declaration in pursuance of the Said Deed Of Appointment and the said orders dated 10<sup>th</sup> September, 1956 and 19<sup>th</sup> March, 1962 passed in the Said Administration Suit the same vested in the said Kartick Chandra Khan and (Smt.) Mallika Khan;
- L. Or about 29<sup>th</sup> November, 1967 the said (Smt.) Jugalmohan Dasi died;
- M. On or about 22<sup>nd</sup> July, 1971 the said (Smt.) Janoda Sundari Dasi died;



*2001*

**Addl. District Sub-Registrar  
| Chandernagore, Hooghly**

**29 MAY 2013**

- N. Or about 19<sup>th</sup> November, 1982 the said Kartick Chandra Khan died intestate leaving behind him surviving his wife, the said (Smt.) Mallika Khan, his four daughters, the Confirming Party No.1 to 4 herein, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and his one son, the Confirming Party No.5 herein, the said Ashim Kumar Khan as his legal heirs and heiresses who in terms of the Said Indenture Of Trust jointly became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia a part of the Mankundu Properties, morefully and particularly described in the said List 'Y' of the Said Deed Of Declaration;
- O. In the circumstances the said (Smt.) Mallika Khan and the Confirming Parties herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, the said Plot No. 1097/1228 comprised in the Mankundu Properties being **ALL THAT** the piece and parcel of Garden land forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 9.489 Acres, more or less in J.L. No.9, R.S. No. 869, Mouza- Mankundu, R.S. Khatian No. 795, L. R. Khatian Nos. 213/1 and 1056/1, R.S. Dag No. 1097/1228, L.R. Dag No. 898, Police Station – Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Bhadreswar Municipality, hereinafter referred to as the "**LARGER PLOT**";
- P. By a Bengali Bainapatra (Agreement for Sale) dated 18<sup>th</sup> May, 1993, hereinafter referred to as "the **SALE AGREEMENT**" made between the said (Smt.) Mallika Khan and the Confirming Parties herein, therein collectively referred to as the Grantors of the Sale Agreement and one M/s. Housing Consultancy Private Limited, represented by its Director, Shibabrata Dutta, one (Smt.) Jaba Khan, Sarojit Khan, Shib Shankar Ghosh, Pravat Kumar Dey and Narendra Nath Neogi, therein collectively referred to as the Recipients of the Sale Agreement and registered in the Office of the District Sub-Registrar at Chandannagar, Hooghly in Book No. I, Volume No. 22, at Pages 36 to 44, Being No. 1225 for the year 1993 the Grantors of the Sale Agreement therein for the consideration therein mentioned agreed to sell transfer and convey inter alia the Larger Plot in favour of the Recipients of the Sale Agreement therein and/or their nominees free from all encumbrances of any nature whatsoever;
- Q. The said Ashim Chandra Khan filed a suit for partition and administration being Suit No.308 of 1994 in the Hon'ble High Court at Calcutta, hereinafter referred to as "the **PARTITION SUIT**" against the remaining heirs of Late Kartick Chandra Khan for partition of inter alia the Trust Properties comprised in the said List 'Y' of the Said Deed Of Declaration (including the Larger Plot);
- R. By an order dated 22<sup>nd</sup> November, 1994 passed by the Hon'ble High Court at Calcutta in the Partition Suit the said Ashim Chandra Khan was appointed as the Receiver over the



100

Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013



properties comprised in the said List 'Y' of the Said Deed Of Declaration (including the Larger Plot) and if the parties to the Partition Suit so desired the same could be sold;

- S. After entering into the Sale Agreement by a Bengali Deed of Partnership dated 24<sup>th</sup> April, 1995 made between the said Housing Consultancy Pvt. Ltd. to as the First Party of the First Part, the said (Smt.) Jaba Khan, therein referred to as the Second Party of the Second Part the said Sarajit Khan, therein referred to as the said Third Party of the Third Part, the said Shib Sankar Ghosh, therein referred to as the Fourth Party of the Fourth Part, the said Pravat Kumar Dey, therein referred to as the Fifth Party of the Fifth Part and the said Narendranath Neogi, therein referred to as the Sixth Party of the Sixth Part and registered in the office of the District Sub Registrar Chandannagar at Hooghly in Book no IV, Volume No. I, at Pages from 217 to 226, Being no. 42 for the year 1995 the parties therein agreed to carry on the business of developing and/or commercially exploiting inter alia the Larger Plot in co-partnerships hereinafter referred to as the "SAID PARTNERSHIP BUSINESS" under the name and style of M/s Housing Consultancy & Real Estate Developers, by treating the advance paid under the Sale Agreement as the capital of the Said Partnership Business.
- T. By a Deed of Retirement of Partnership dated 30<sup>th</sup> April, 1996 made between said Shib Sankar Ghosh, therein referred to as the Retiring Partner of the One Part and the said M/s. Housing Consultancy Private Limited, the said (Smt.) Jaba Khan, the said Sarojit Khan, the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other part the said Shib Sankar Ghosh upon withdrawing the share of contribution standing to the credit of the said Retiring Partner therein retired from the Said Partnership Business;
- U. By an Indenture of Partnership dated 1<sup>st</sup> November, 1996, made between the said M/s. Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, the said (Smt.) Jaba Khan, therein referred to as the First Party of the Second Part, the said Sarojit Khan, therein referred to as the Third Party of the Third Part, the said Pravat Kumar Dey therein referred to as the Fourth Party of the Fourth Part and the said Narendra Nath Neogi, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to continue as partners of the Said Partnership Business;
- V. By an Indenture dated 16<sup>th</sup> November, 1998, hereinafter referred to as "the SAID INDENTURE" made between the said Ashim Chandra Khan as the Receiver appointed under the Partition Suit, therein referred to as the Vendor of the First Part and the said Housing Consultancy & Real Estate Developers, therein referred to as the Confirming Party of the Second Part and the Vendor herein, the said Nemai Chandra Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registration Office at Chandannagore, Hooghly Book No. I, Volume No. 13, at Page from 213 to 226, Being No. 567 for the year 1998 the Vendors therein for the consideration therein mentioned sold transferred and conveyed in favour of the



*[Signature]*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly .

29 MAY 2013

Purchaser therein free from all encumbrances of any nature whatsoever a divided and demarcated portion of the Larger Plot being ALL THAT piece and parcel land at measuring 2 Cottahs, 12 Chittaks and 5 Square Feet, more or less in J. L. No. 9, Mouza-Mankundu, R. S. Khatian No. 795, L. R. Khatian No. 213/1 and 1056/1, (wrongly printed in the said Indenture as 213 and 1056), R. S. Dag No. 1097/1228, L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, morefully and particularly mentioned in the SCHEDULE hereto and hereinafter referred to as "the SAID LAND";

- W. By a Deed of Retirement dated 31<sup>st</sup> July, 2006 made between the said Housing Consultancy Private Limited, therein referred to as the Retiring Partner of the One Part and the said (Smt.) Jaba Khan, the said Sarojit Khan, the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part the Retiring Partner therein upon withdrawing the share of contribution standing to the credit of the Retiring Partner therein retired from the Said Partnership Business;
- X. By a Deed Partnership dated 1<sup>st</sup> August, 2006 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the the said Sarojit Khan, therein referred to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said Narendra Nath Neogi, therein referred to as the Fourth Party of the Fourth Part and the wife of the said Pravat Kumar Dey, viz (Smt.) Mandira Dey, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to carry on the Said Partnership Business in co-partnership;
- Y. By an order dated 25<sup>th</sup> June, 2008 passed by the Hon'ble High Court at Calcutta the Partition Suit was dismissed as not pressed;
- Z. On or about 3<sup>rd</sup> January, 2009 the said Narendra Nath Neogi died intestate living behind him surviving his wife, (Smt.) Menoka Neogi and his four daughters, viz (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy as his legal heirs who jointly inherited the right title and interest of the said Late Narendra Nath Neogi in the Said Partnership Business;
- AA. By an Indenture of Partnership dated 12<sup>th</sup> January, 2009 made between the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Sarojit Khan, to as the Second Party of the Second Part, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said (Smt.) Mandira Dey, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Menoka Neogi, therein referred to as the Fifth Party of the Fifth Part the said (Smt.) Menoka Neogi was substituted as a partner of the Said Partnership Business in place and stead of Late Narendra Nath Neogi and the parties agreed to carry on the Said Partnership Business in co-partnership.



*2000*  
Addl. District Sub-Registrar  
| Chandernagore, Hooghly

29 MAY 2013

- BB. By a Bengali Na-Dabi Patra (Deed of Disclaimer) dated 6<sup>th</sup> March, 2009 the said four daughters of late Narendra Nath Neogi, viz the said (Smt.) Dhira Mondal, (Smt.) Indira Ghosh, (Smt.) Mandira Mondal and Smt.) Sunanda Roy disclaimed all their right title and/or interest in the Said Partnership Business and consented to the appointment of their mother, the said (Smt.) Menoka Neogi as the partner of the Said Partnership Business;
- CC. Inasmuch as owing to misinterpretation of the said order dated 22<sup>nd</sup> November, 1994 passed in the Partition Suit the Confirming Party No. 5 herein, the said Ashim Kumar Khan as Receiver in the said Partition Suit alone sold and conveyed the Said Land in favour of the Vendor herein the Confirming Parties have agreed to join these presents to confirm that all of them including the said Late Mallika Khan for all intentions had the desire and consent to the sale of the Said Land in favour of the Vendor herein by the Said Indenture;
- DD. The Vendor has represented to the Purchasers that :
- i. The entirety of the Said Land is in the Khas and vacant possession of the Vendor and no other persons have any right, title and/or interest of any nature whatsoever in the Said Land or any part thereof;
  - ii. There are no suits, litigations or legal proceedings pending in respect of the Said Land or any part thereof;
  - iii. The right, title and interest of the Vendor in the Said Land is free from all encumbrances and the Vendor has a marketable title thereto;
  - iv. The Said Land and/or any part thereof is at present not affected by any requisition or acquisition of any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor;
  - v. Neither the Said Land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law and due to income tax, revenue and any other public demands;
  - vi. The Vendor has not in any way dealt with the Said Land whereby the right, title and interest of the Vendor as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;
- EE. The Vendor with the consent and concurrence of the Confirming Parties herein have agreed to sell and the Purchasers relying on the representation of the Vendor has agreed



*2004*

**Addl. District Sub-Registrar  
( Chandernagore, Hooghly )**

**29 MAY 2013**

to purchase the Said Land, more fully and particularly described in various parts of the SECOND SCHEDULE hereunder written and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon for the consideration and on the terms and conditions hereinafter mentioned;

FF. The Confirming Parties have joined these presents to give their consent and/or no objections to the sale of the Said Land by the Vendor to the Purchasers;

NOW THIS DEED WITNESSETH as follows:

1. THAT in pursuance of the said agreement AND in consideration of a sum of Rs. 4,95,000/- (Rupees Four Lacs Ninety Five Thousand) only of the lawful money of the Union of India paid and to be paid by the Purchasers to the Vendor as will appear from the Memo of Consideration hereunder written and of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchasers as well as the Said Land hereby intended to be sold transferred and conveyed) the Vendor doth hereby with the consent and concurrence of the Confirming Parties indefeasibly grant sell transfer convey assign and assure unto and to the Purchasers the Said Land i.e. ALL THAT piece and parcel land at measuring 2 Cottahs, 12 Chittaks and 5 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, L. R. Khatian No. 213/1 and 1056/1, (wrongly printed in the said Indenture as 213 and 1056) R. S. Dag No. 1097/1228, L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, morefully and particularly described in the SCHEDULE hereunder written and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon and also all dwelling units and structures thereon absolutely and forever, free from all encumbrances charges liens lispendens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lis pendens OR HOWSOEVER OTHERWISE the Said Land or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other rights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the Said Land or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the Said Land and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon and in respect of the Said Land and/or any and every part



*[Handwritten signature]*

Add. Dist. Sur Registrar  
Chandernagar, Hooghly

29 MAY 2013



thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the Said Land or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Said Land hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lis pendens whatsoever and the Confirming Parties confirm the same.

2. AND the Vendor doth hereby covenant with the Purchasers that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the Said Land and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchasers that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the Said Land hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the Said Land or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the Said Land hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance 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 now has in himself good right full and absolute power to grant sell convey transfer assure and assign the Said Land hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner and on the conditions aforesaid AND THAT the Vendor has duly made over possession of the Said Land to the Purchasers herein and the Purchasers has received and accepted the same without any dispute demand or claim whatsoever against the Vendor and the Confirming Parties confirm the same.



*201*  
Addl. District Sub Registrar  
Chandernagore, Hooghly

29 MAY 2013

3. AND THAT the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of their predecessors in title or any one of them AND THAT the Purchasers 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 Vendor 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 licences liabilities trusts attachments executions prohibitions restrictions easements and lis pendens whatsoever suffered or made or liabilities created in respect of the Said Land by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise and the Confirming Parties confirm the same.
  
4. AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the Said Land upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.
  
5. AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the Said Land or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT at present no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the Said Land 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 Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the Said Land or any part thereof AND THAT at present no suit and/or proceeding is pending in any Court of law affecting the Said Land and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the Said Land or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the Said Land and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required and the Confirming Parties confirm the same.



000  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

6. **AND THAT** the Confirming Parties herein hereby covenant with the Vendor and the Purchasers that the Confirming Parties have surrendered their all right, title and interest of any nature whatsoever in the Said Land in favour of the Purchasers and that the Vendor has full liberty to sell the Said Land in favour of the Purchasers free all encumbrance and that the Confirming Parties further confirm that the Confirming Parties shall not at any time in the future claim any right, title and interest in the Said Land in pursuance of the Sale Agreement all rights of the Confirming Parties of any nature whatsoever shall vest in the Purchasers on and from the date of execution and registration of these presents.

**AND IT IS HEREBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the Vendor covenants and assures the Purchasers that unless prevented by fire or some other inevitable accident from time to time and at all times hereafter and upon every request and at the cost of the Purchasers shall produce or caused to be produced to the Purchasers or their Attorneys or Agents or at any trial commission examination or otherwise as occasion shall require all or any of the original title deeds documents and writings and also at the like request and cost deliver to the Purchaser such attested or other copies or extracts of and from the said Deeds and writings or any one of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds documents and/or writings safe unobiterated and uncanceled and the Confirming Parties confirm the same.

**SCHEDULE**

(The Said Land)

**ALL THAT** piece and parcel land at measuring 2 Cottahs, 12 Chittaks and 5 Square Feet, more or less in J. L. No. 9, Mouza- Mankindu, R. S. Khatian No. 795, L. R. Khatian No. 213/1 and 1056/1, R. S. Dag No. 1097/1228, L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, morefully and particularly and delineated in the map or plan annexed hereto and bordered in colour "**RED**" thereon and butted and bounded in the manner as follows :

<b><u>ON THE NORTH</u></b>	:	By R. S. Dag No. 1228(P);
<b><u>ON THE EAST</u></b>	:	By R. S. Dag No. 1228(P);
<b><u>ON THE SOUTH</u></b>	:	By R. S. Dag No. 1228(P);
<b><u>ON THE WEST</u></b>	:	By R. S. Dag No. 1228(P);

**OR HOWSOEVER** the same now or is or heretofore were or was butted bounded called known numbered described or distinguished.

**IN WITNESS WHEREOF** the Parties hereto have executed these presents the day, month and year first above written.



*[Handwritten signature]*

**Addl. District Sub-Registrar  
Chandernagore, Hooghly.**

**29 MAY 2013**

SIGNED AND DELIVERED by the VENDOR at  
Chandannagore, Hooghly in the presence of:

1) Ramajit Kundu  
10, old Post office Street  
KOL - 700001

2) Swapan Kumar Dhang  
Chinsurah Court  
Hooghly

Nemai Chandra Khan  
represented through his  
Constituted Attorney

Radheepugalia.

SIGNED AND DELIVERED by the  
CONFIRMING PARTIES at Chandannagore,  
Hooghly in the presence of:

1) Ramajit Kundu  
10, old Post office St  
KOL - 700001

2) Swapan Kumar Dhang  
Chinsurah Court  
Hooghly

Hena Saha  
Mita Saha  
Rita Saha  
Padma Saha  
Ashin Chandra Khan  
all represented through their  
Constituted Attorney

Ravi Pritha

h.



*[Handwritten signature]*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013



RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. 4,95,000/- (Rupees Four Lacs And Ninety Five Thousand) only towards part payment of the Total Consideration for sale of the Said Land in terms of the SCHEDULE herein above written in the manner as follows:

Date	DD Nos	Bank & Branch	Amount	Favouring
07-05-2013	517530	Oriental Bank of Commerce, Chowringhee Branch	Rs. 4,95,000/-	Nemai Chandra Khan

(Rupees Four Lacs And Ninety Five Thousand) only.

WITNESSES :

1) Ranajit Kundu  
10, Old Post Office Str.  
KOL- 700 001

Nemai Chandra Khan  
represented through his  
Constituted Attorney  
Radeep Pughra.  
VENDOR

2) Swapan Kumar Datta  
Chinsurah Court  
Hooghly

Drafted by me

Raghunath Ghose

Advocate, High Court, Calcutta

















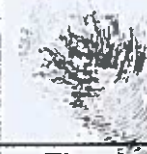




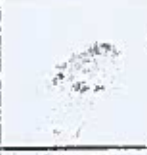























200  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

29 MAY 2013

# Deed of Nagmai Chandia Khan

## SPECIMEN FORM FOR TEN FINGERPRINTS


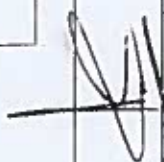










	<i>Pradeep Pughala</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	<i>Navinika</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
	<i>Shambhu Choudhary</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							
<i>Madan Lal PHC Hirawat</i>	<i>Madan Lal Hirawat</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
(Right Hand)							



000  
Addl. District Sub-Registrar  
Chandernagore, Madhya Pradesh

29 MAY 2013

**SPECIMEN FORM FOR TEN FINGERPRINTS**

		 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)						
PHOTO						
		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)						

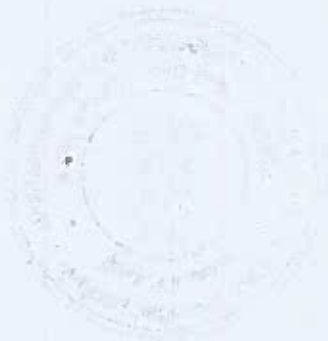
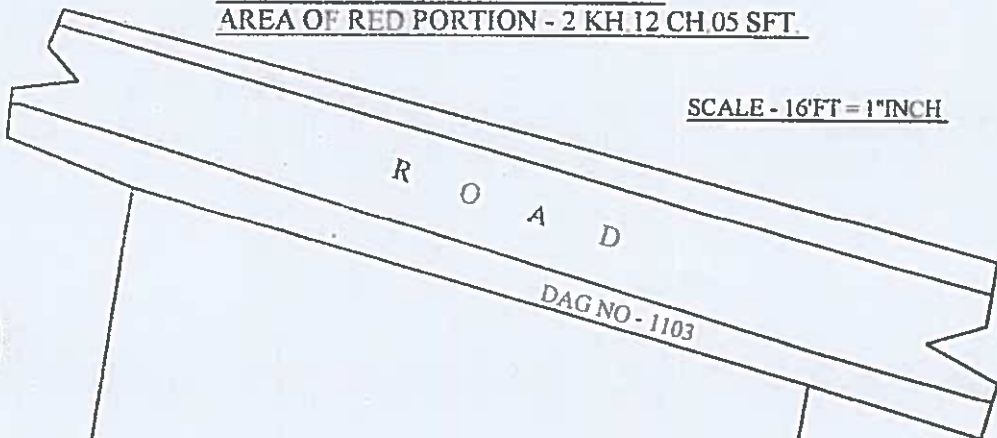


*M*  
Addl. District Sub-Registrar  
Chandernagore, Hooghly

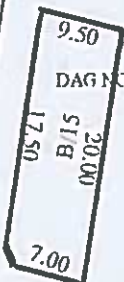
29 MAY 2013

DEED PLAN OF PLOT NO- B15, L R.DAG NO - 898(P),  
L.R.KHATIAN NO- 213/ 1, & 1056 / 1, R.S DAG NO - 1097/1228(P),  
R.S.KHATIANO- 795, MOUZA- MANKUNDU, J.L.NO- 9, P.S -  
BHADRESWAR, DIST- HOOGHLY.  
AREA OF RED PORTION - 2 KH 12 CH 05 SFT.

SCALE - 16'FT = 1"INCH



*Nemai Chandu Khan  
 represented through his  
 constituted Attorney  
 Pradeep Singhalia.*



DAG NO - 1228

*Jahir Uddin Ahmed.*

DRAWN BY-  
 (AS DRL)

**HALDER TECHNO SERVICE**  
**JAHER UDDIN AHMED**  
 Building Planner, Estimator & Surveyor  
 Bowbazar, Khatiani, Chandannagar,  
 Hooghly 48  
 CMC Lic. No. ....

*Hemra Saha, Mita Saha  
 Rita Saha, Padma Saha  
 Ashim Chandu Khan  
 all represented through their  
 constituted Attorney  
 Navin Kumar*

DEED PLAN OF PLOT NO- B12 L.R. DAG NO- 888(P)  
 L.R. KHATA NO- 213 L & 108 L R. DAG NO- 1707(284)  
 R. S. KHATA NO- 702 MOUXA-MAKUNDU L. NO- 2, P.S.-  
 BHADRESWAR DIST- HOOGHLY.  
 AREA OF RED PORTION 2 KH. 12 CH. 02 FT.

SCALE - 1/8" = 1' INCH



*Handwritten notes in Bengali script:*  
 মালিক এছলামুল হক  
 বাবু এছলামুল হক  
 মালিক এছলামুল হক  
 বাবু এছলামুল হক

*Signature*  
 Addl. District Sub-Registrar  
 Chandernagore, Hooghly

29 MAY 2013

RECEIVED  
 29 MAY 2013  
 100

*Handwritten note:* মালিক এছলামুল হক

DRAWN BY:  
 1/28/13

HAIDER TECHNICAL SERVICES  
 JAHR UDDIN AHMED

Building Engineer & Surveyor  
 Boarding Engineer, Chandernagore, Hooghly

48

CMC Lic. No. ....

*Handwritten notes in Bengali script:*  
 মালিক এছলামুল হক  
 বাবু এছলামুল হক  
 মালিক এছলামুল হক  
 বাবু এছলামুল হক

*Signature*





Government Of West Bengal  
Office Of the A.D.S.R. CHANDANNAGAR  
District:-Hooghly

Endorsement For Deed Number : I - 01672 of 2013  
(Serial No. 01825 of 2013 and Query No. 0604L000002946 of 2013)

On 29/05/2013

**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, 4, 5 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount by Draft

Rs. 7373/- is paid , by the draft number 999241, Draft Date 25/05/2013, Bank Name State Bank of India, High Court, received on 29/05/2013

( Under Article : A(1) = 7359/- ,E = 14/- on 29/05/2013 )

**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.-6,69,774/-

Certified that the required stamp duty of this document is Rs.- 40206 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 35226/- is paid , by the draft number 999242, Draft Date 25/05/2013, Bank : State Bank of India, High Court, received on 29/05/2013

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

Presented for registration at 13.31 hrs on :29/05/2013, at the Office of the A.D.S.R. CHANDANNAGAR by Pradeep Pugalia , one of the Executants.

**Executed by Attorney**

Execution by

1. Pradeep Pugalia, son of Sumer Mal Pugalia , 8/1 Lal Bazar Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001 By Caste Hindu By Profession: Others,as the constituted attorney of Nemai Chandra Khan is admitted by him.
2. Ravi Prakash Pincha, son of Late Sanchia Lal Pincha , 7 Swallo Lane, District:-Kolkata, WEST BENGAL, India, Pin :-700001 By Caste Hindu By Profession: Others,as the constituted attorney of 1. Hena Saha 2. Mita Saha 3. Rita Saha 4. Padma Saha 5. Ashim Chandra Khan is admitted by him.

Identified By Ranajit Kundu, son of Late Chittaranjan Kundu, 10, Old Post Office Street, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Others.



( Rezaul Huq )  
A. D. S. R. CHANDANNAGAR



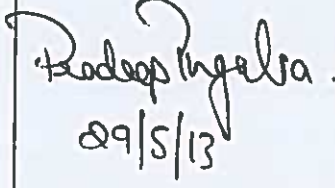
( Rezaul Huq )  
A. D. S. R. CHANDANNAGAR  
EndorsementPage 1 of 1

29/05/2013 14:44:06



**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.D.S.R. CHANDANNAGAR, District- Hooghly**  
**Signature / LTI Sheet of Serial No. 01825 / 2013, Deed No. (Book - I , 01672/2013)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Pradeep Pugalia 8/1 Lal Bazar Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001	 29/05/2013	 LTI 29/05/2013	 29/5/13

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pradeep Pugalia Address -8/1 Lal Bazar Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001	Attorney	 29/05/2013	 LTI 29/05/2013	
2	Ravi Prakash Pincha Address -7 Swallo Lane, District:-Kolkata, WEST BENGAL, India, Pin :-700001	Attorney	 29/05/2013	 LTI 29/05/2013	

Name of Identifier of above Person(s)

Ranjit Kundu  
10, Old Post Office Street, Thana:-Hare Street,  
District:-Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date

  
Ranjit Kundu 29/5/13



(Rezaul Huq)

A. D. S. R. CHANDANNAGAR  
Office of the A.D.S.R. CHANDANNAGAR

22

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 6  
Page from 1699 to 1727  
being No 01672 for the year 2013.



*R. Huq*

(Rezaul Huq) 31-May-2013  
A. D. S. R. CHANDANNAGAR  
Office of the A.D.S.R. CHANDANNAGAR  
West Bengal

U. 5488 de