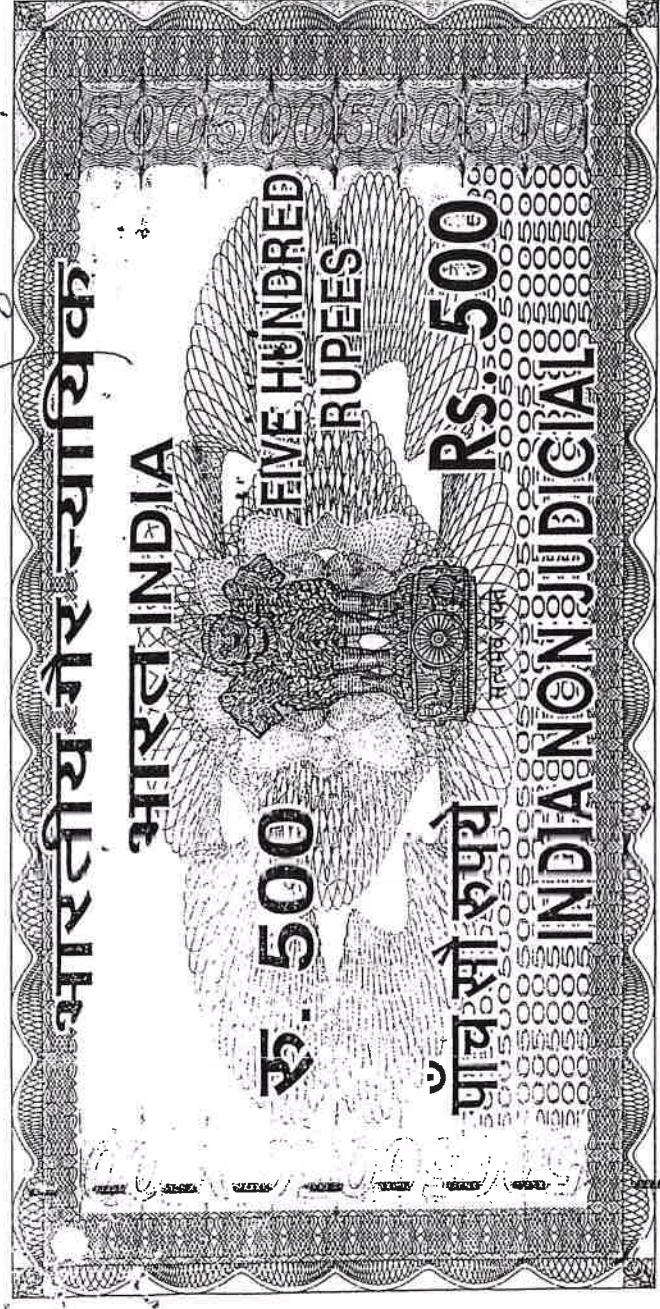


02487/09

F-2499/09



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 543990

০২৪৮৭-২৪৯৯/০৯

১৫/৭/২৪  
১৫/৭/২৪  
১৫/৭/২৪

D 5-R-54  
1577/09

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

১৫/৭/২৪  
১৫/৭/২৪  
১৫/৭/২৪

DEED OF CONVEYANCE DATED 15th JULY, 1954  
LAND AREA - 6 COTTAH 2 CHITTACK AND 42 SQUARE FEET,  
PREMISES NO. 181F, KABI GURU SARANI, KOLKATA - 700 088  
MOUZA - PUNJA SAHAPUR  
POLICE STATION - BEHALA  
DISTRICT - 24 PARGANAS (SOUTH)  
DEED VALUE - RS.42,58,000/-

১০.৭.২৪

2234

Serial No. 10107109  
Name P.S. Inns Pvt Ltd.  
Address 12 c, Chakrabheria Road,  
Kolkata -

(12)

A. K. P. Srinivasan (Stamp Vendor)  
A. K. P. Srinivasan (Stamp Vendor)  
A. K. P. Srinivasan (Stamp Vendor)

*for sunil*  
617

500-

For P. S. Inns Pvt. Ltd.

*for sunil*

Authorized Signatory

CARUN KUMAR SANCHETI



615

Developers Pvt. Ltd.

*Vijay Kumar Agarwal*

Director

~~Signature~~ Sandip Pvt. Ltd.

*Vijay Kumar Agarwal*

Director

VIJAY KUMAR AGARWAL

616

For UDAY INFOTECH PVT. LTD.

*Sunil Agarwal*

Director / Authorized Signatory

(SUNIL AGARWAL)



16 111 2019  
*[Signature]*

~~Signature~~

Identified by me:  
Malay Sengupta.

THIS DEED OF CONVEYANCE made this the 15<sup>th</sup> day of JULY, 2009 [Two Thousand Nine]

**B - E - T - W - E - E - N:**

**SUMITA SAHA** wife of Jitesh Kumar Saha, Nationality - Indian, by faith - Hindu, by Occupation - Housewife, residing at 22/1, Banamali Naskar Road, P.S.: Behala, Kolkata - 700 060 [**PAN No. ALVPS6196D**], represented by her Constituted Attorney namely - Jitesh Kumar Saha, son of Late N. C. Saha, residing at 22/1, Banamali Naskar Road, P.S.: Behala, Kolkata - 700 060, vide Power of Attorney dated 5<sup>th</sup> day of January, 2009 duly registered with the District Sub-Registrar - II, South 24 Parganas, in Book No. IV, Volume No. 01, Pages - 31 to 40 under Being No. 00005 for the year 2009, hereinafter called and referred to as the **VENDOR** [which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or assigns] of the **ONE PART**;

**A N D**

**(1) P. S. INNS PRIVATE LIMITED**, a Private Limited Company within the meaning of the Companies Act, 1956 having its Registered Office at 12C, Chakraberia Road (N), P.S.: Ballygunge, Kolkata - 700 020, represented by its Authorised Signatory Arun Kumar Sancheti, son of Sumermal Sancheti, working for gain at 83, Topsia Road (S), Kolkata - 700 046 [**PAN NO. AABCP4805C**]

**(2) SHAILJA DEVELOPERS PRIVATE LIMITED**, a Private Limited Company within the meaning of the Companies Act, 1956 having its Registered Office at 105, Park Street, Kolkata - 700 016, represented by its Director Vijay Agarwal, son of Ram Pratap Agarwal, working for gain at 105, Park Street, Kolkata - 700 016 [**PAN NO. AAMCS0789F**] **(3) SHAILJA INFRASTRUCTURE DEVELOPERS PRIVATE LIMITED**, a Private Limited Company within the meaning of the Companies Act, 1956 having its Registered Office at 105, Park Street, Kolkata - 700 016, represented by its Director Vijay Agarwal, son of Ram Pratap Agarwal, working for gain at 105, Park Street, Kolkata - 700 016 [**PAN NO. AA VCS0788E**] **AND (4) UDAY INFOTECH PRIVATE LIMITED**, a Private Limited Company within the meaning of the Companies Act, 1956 having its Registered Office at 36/1A, Elgin Road, Kolkata - 700 020, represented by its Director Sunil Agarwal, son of Late Mahabir Prasad Agarwal, residing at Flat No. P-3A, Sherwood Estate, 169, N. S. C. Bose Road, P.S.:



618

FOR & ON BEHALF OF SUMITA SAHA

Jitesh Kumar Saha  
[JITESH KUMAR SAHA]

CONSTITUTED ATTORNEY,

Identified by me: -

Malay Singh  
S/O Late Surjit Kumar Sen  
Gujra,  
AZIKRE POLICE COURT.

KOLKATA - 700027.

Banerjee



General Sub-Inspector  
Azikra, Post 14 Purana

18/7/99

Sonarpur, Kolkata - 700 103 [PAN NO. AABCU0640C] hereinafter called and referred to as the **PURCHASERS** [which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include ther and each of their respective successor or successors-in-interest/office and/or assigns] of the **OTHER PART**;

W - H - E - R - E - A - S :

- A. At all material times one Bireswar Ghosh was the sole and absolute owner in respect of several properties including ALL THOSE pieces and parcels of Land measuring 7 [seven] Bigha, be the same a little more or less, TOGETHER WITH brick built structures and buildings erected on part or portion thereof, comprised in Dag Nos. 288, 289 and 291 uncer Khatian Nos. 1502, 1503, 1504 and 141, in Mouza - Punja Sahapur, J. L. No. 9, the Municipal Premises Nos. of which being 30/1 and 30/2, Agarwalla Garden Road, Police Station - Behala, in the town of Calcutta, within the Municipal Limits of South Suburban Unit of Corporation of Calcutta Ward No. 118 in the District: 24 - Parganas, hereinafter called the ENTIRE PROPERTY;
- B. While he was seized and possessed of the said Entire Property the said Bireswar Ghosh died intestate leaving him surviving his wife namely - Nihrendu Bala Dassi and three sons namely - [1] Saileshwar Ghosh, [2] Bhubaneswar Ghosh and [3] Gopeshwar Ghosh as his sole and absolute legal heirs and successors who jointly inherited the said Entire Property, each person acquiring equal 1/4<sup>th</sup> share in the same;
- C. Two of the aforesaid Co-sharers of the said Entire Property namely - [-] Bhubarashwar Ghosh and [2] Gopeshwar Ghosh filed a suit for partition against the other two co-sharers of the Entire Property namely [1] Saileshwar Ghosh and [2] Niharendu Bala Dassi being Title Suit No. 4 of 1941 in the Court of the Ld. 1<sup>st</sup> Subordinate Judge at Alipore. Subsequently on 11<sup>th</sup> March, 1942 a Solenama was filed in the trial Court by the Parties to the Suit and the said Partition Suit was finally decreed in terms of the said Solenama on or about 12<sup>th</sup> September, 1946 which was amended by Order No. 108 dated 22<sup>nd</sup> January, 1948 by the Trial Court in accordance with the Partition Commissioners Report filed in the aforesaid Suit;
- D. In the Report filed by the Ld. Partition Commissioners in the Trial Court a Map or Plan of Partition was annexed by the said Ld. Partition Commissioners and in the Plan the said Entire Property was divided and demarcated into several plots. It also contained three plots namely - Plct



'F' measuring 6 [six] Cottah 5.5 [five point five] Chittack, Plot 'E' measuring 11 [eleven] Cottah 15 [fifteen] Chittack and Plot 'D' measuring 13 [thirteen] Chittack aggregating 19 [nineteen] Cottah 1.5 [one point five] Chittack. The said three plots being Plot 'F', 'E' and 'D' measuring in aggregate 19 [nineteen] Cottah 1.5 [one point five] Chittack, lying and situate at Municipal Premises No. 30/1, Agarwalla Garden Road, Kolkata - 700 038 and which was previously identified as Dag No. 288 and 289 [Part] in Mouza - Punja Sahapur, were allotted for ever to the said Bhubaneshwar Ghosh son of Late Bireshwar Ghosh;

E. Thus the said Bhubaneshwar Ghosh son of Late Bireshwar Ghosh acquired absolute right title and interest in respect of ALL THOSE pieces and parcels of land measuring 19 [nineteen] Cottah 1.5 [one point five] Chittack, be the same a little more or less, TOGETHER WITH brick built structures and buildings erected on part or portion thereof, comprised in Dag Nos. 288 [Part] and 289 [Part] in Mouza - Punja Sahapur, the Municipal Premises No. of which being 30/1, Agarwalla Garden Road, F. S.: Behala, Kolkata - 700 038, hereinafter called and referred to as the said MOTHER PREMISES;

F. On or about 25<sup>th</sup> day of January, 1978 the said Bhubaneshwar Ghosh son of Late Bireshwar Ghosh made and published his Last Will and Testament: by which he bequeathed and devised the entirety of the said Mother Premises measuring 19 [nineteen] Cottah 1.5 [one point five] Chittack, in favour of his nephew namely - Goutam Ghosh son of Late Gopeshwar Ghosh, residing at 13 Ramchand Ghose Lane, Kolkata - 700 006;

G. Later on the said Bhubaneshwar Ghosh son of Late Bireshwar Ghosh died and subsequent to his death the said Goutam Ghosh as Executor of the said Will of the said Bhubaneshwar Ghosh son of Late Bireshwar Ghosh duly applied for probate in the Court of the Ld. District Delegate at Alipore. Upon contest by Shefalika Ghosh & Others the said application for probate was transferred to the Court of the Ld. 9<sup>th</sup> Additional District Judge at Alipore and numbered as O.S. Case being O. S. No. 14 of 2001. By an Order dated 20<sup>th</sup> September, 2002 the Ld. 9<sup>th</sup> Additional District Judge at Alipore was pleased to grant probate of the said Will and by virtue of this probate the entirety of the said Mother Premises i.e. ALL THOSE pieces and parcels of land measuring 19 [nineteen] Cottah 1.5 [one point five] Chittack, be the same a little more or less, TOGETHER WITH brick built structures and buildings erected on part or portion thereof, comprised in Dag Nos. 288 [Part] and 289 [Part] in Mouza - Punja Sahapur, the Municipal Premises No. of which being 30/1,





Agarwalla Garden Road, P. S.: Behala, Kolkata - 700 038, within the municipal limits of Ward No. 118 of the Kolkata Municipal Corporation, free from all encumbrances was bequeathed and devised upon the said Goutam Ghosh son of Late Gopeshwar Ghosh and he became the sole and absolute owner of the same;

H.

The said Mother Premises being Municipal Premises No. 30/1, Agarwalla Garden Road, P. S.: Behala, Kolkata - 700 038, was renumbered and renamed by the Kolkata Municipal Corporation and came to be known as 181, Kabi Guru Sarani, P.S.: Behala, Kolkata - 700 060;

I.

By a Deed of Conveyance dated 12<sup>th</sup> December, 2007 duly registered with the Office of the District Sub-Registrar - II, Alipore, South 24 - Parganas in Book No. I, CD Volume No. 100, Pages 1610 to 1622, under Being No. 01268 for the year 2008 the said Goutam Ghosh son of Late Gopeshwar Ghosh, residing at 13 Ramchand Ghose Lane, Kolkata - 700 006 sold transferred and conveyed in favour of Sumita Saha wife of Jitesh Kumar Saha, residing at 22/1, Banamali Naskar Road, Kolkata - 700 060 part or portion of the said Mother Premises i.e. **ALL THAT** piece and parcel of revenue free Land measuring **6 [six] Cottah 2 [two] Chittack and 42 [forty two] Square Feet**, be the same a little more or less, **TOGETHER WITH One RT SHED** measuring **275 Square Feet**, lying and situate at and being part of Premises No. 181, Kabi Guru Sarani which was previously known as 30/1, Agarwalla Garden Road and which was formerly comprised in Dag Nos. 288 [Part] and 289 [Part] appertaining to Khatian Nos. 1502, 1503, 1504 and 141, in Mouza: Punja Sahapur, J. L. No. 9, within the jurisdiction of Police Station - Behala, within Municipal Limits of Ward No. 118 of the Kolkata Municipal Corporation in the town of Kolkata - 700 038, District: 24 - Parganas [South], within the jurisdiction of Sub-Registry Office at ADSR of Alipore at Behala and District Registry Office at DSR, Alipore, 24 - Parganas [South], hereinafter called and referred to as the said PREMISES and more fully and particularly mentioned and described in the **1<sup>st</sup> SCHDEULE** hereunder written, free from all encumbrances including but NOT limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;



J. Following the aforesaid purchase the said Sumita Saha got the said Premises mutated in the records of the Kolkata Municipal Corporation as the Owner of the said Premises and consequent to the said mutation the said Premises was renumbered as 181F, Kabi Guru Sarani and was being assessed for Property Tax by the KMC under Assessee No. 41-118-05-0617-1. The said Sumita Saha also got a Building Plan sanctioned by the Kolkata Municipal Corporation vide Sanction Plan No. 2009130062 dated 27<sup>th</sup> May, 2009 valid upto 26<sup>th</sup> May, 2014;

K. Subsequently the Vendor decided to sell and transfer the said Premises together with the benefit of the said Sanction Plan and she offered to sell and transfer the said Premises in favour of the Purchasers at or for a Total Consideration of Rs.42,58,000/- [Rupees Forty two lacs fifty eight thousand only], free from all encumbrances including but NOT limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;

L. At or before execution of these presents the **Vendor** herein has assured, declared and represented to the **Purchasers** as follows (hereinafter collectively referred to as **The Representations**);

L.1 THAT the Vendor is the sole and absolute owner of the said Premises having acquired the title in respect of the same as described hereinabove;

L.2 THAT the said Premises is free from all encumbrances including but NOT limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;

L.3 THAT the Vendor holds free and marketable title in respect of the said Premises;

L.4 THAT save and except the Vendor nobody has any right, title and interest of any nature whatsoever and howsoever in the said Premises;



L.5 THAT the Vendor has not entered into any Agreement for Sale or lease or transfer in any other manner whatsoever in respect of the said Premises with any other person or persons save and except the Purchasers herein;

L.6 THAT the Vendor is and her predecessors-in-title were in uninterrupted and/or undisputed Khas possession of the said Premises without any right or any claim whatsoever of any third party.

L.7 THAT all rates, charges, taxes, cess and all other-outgoings levied, charged or imposed by any public body or authority including KMC in respect of the said Premises has been duly paid till date and no amount thereof remaining outstanding and in case it is outstanding, the same shall be paid by the Vendor forthwith or demand without any demur. The Vendor also agrees to pay all such outgoings which may be levied with retrospective effect in future by the authorities;

L.8 THAT the said Premises or any part or portion thereof is not subject to any notice of acquisition or requisition neither the Vendor has been served with any notice of acquisition or requisition under the Land Acquisition Act or under any notification, rules, and regulation whatsoever nor the same is subject to any attachment under the Public Demand Recovery Act, Income Tax, or any other law for the time being in force;

L.9 THAT the Vendor [or Vendor's predecessor-in-interest] nor any body claiming from or under them nor any of them have or has granted any right of way or easement or license or created any other type of right or rights whatsoever and howsoever to or in favour of any person or persons, company or corporation or in respect of the Premises or any part of portion thereof nor such right has become effective by prescription or otherwise, howsoever and that the owners or occupiers of the adjoining lands or the public do not use or have any lawful access to any part of the said Premises for passing and re-passing between any points within the land or for water line, drainage line, or for any other purpose





whatsoever save and except a high tension electricity line running over the entire Premises;

L.10 THAT no part or portion of the said Premises can be deemed to be vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and liable to be surrendered / acquired thereunder;

L.11 THAT the said Premises nor any part or portion thereof is subject to any proceedings under any law for the time being in force. There is no decree, attachment or any other order of any court or authority operating against the Vendor or the said Premises or part or portion thereof, which has the effect of prevailing or restraining the Vendor in dealing with and/or disposing of the said land which can prejudicially affect the title to the same;

L.12 THAT the Vendor is in possession, power or control of the documents of title in respect of the said Premises and further confirms that no document of title has been delivered, deposited or handed over by the Vendor or any predecessors-in-title to any person whomsoever with a view to creating security, charge or lien thereon;

L.13 THAT the Vendor has agreed to indemnify and keep indemnified the Purchasers against any loss, damage (immediate, remote or consequential) action, claim, suit, proceedings, cost charges and expenses in respect of any thing and everything stated herein and as regards any hidden defect in title of the Vendor of any nature whatsoever and properties of the Vendor shall be liable and responsible for discharge of the indemnity.

L.14 THAT the Vendor is lawfully seized and possessed of or otherwise well and sufficiently to the said Property described in the 1st Schedule hereunder written;

L.15 THAT the Vendor is fully entitled and legally capable to sell and transfer the said Premises described in the **1st Schedule** hereunder written in favour of the Purchasers;

L.16 THAT there is no legal bar or impediment under the provisions of any law or rule framed thereunder for the time being in force in



the Vendor effecting sale and transfer of the said Premises in favour of the Purchasers;

M. Relying upon the **Representations** of the **Vendor** as aforesaid and believing the same to be true and acting on faith thereof the **Purchasers** have accepted the offer of the **Vendor** and agreed to purchase and acquire the said **Premises** from the **Vendor** as aforesaid on the terms and conditions hereinafter recorded;

**NOW THIS INDENTURE OF CONVEYANCE WITNESSETH** that pursuant to the **Representations** and Offer made by the **Vendor** to the **Purchasers** and the **Purchasers**, having relied upon the **Representations** of the **Vendor** as aforesaid and believing the same to be true and acting on faith thereof and thereafter having accepted the offer of the **Vendor** and in further **TOTAL CONSIDERATION** of a sum of **Rs.42,58,000/- [Rupees Forty two lacs fifty eight thousand]** only of the lawful money of the Union of India well and truly paid by the **Purchasers** to the **Vendor** at or before the execution of these presents (the receipt whereof the **Vendor** doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release exonerate and discharge the **Purchasers** and the said **Premises** hereby intended to be sold transferred and conveyed) the **Vendor** doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the **Purchasers** the said **Premises** being **ALL THAT** piece and parcel of revenue free Land measuring **6 [six] Cottah 2 [two] Chittack and 42 [forty two] Square Feet**, be the same a little more or less, **TOGETHER WITH One RT SHED** measuring **275 Square Feet**, lying and situate at and being **Premises No. 181F, Kabi Guru Sarani** formed out of and being part of **Premises No. 181**, Kabi Guru Sarani which was previously known as 30/1, Agarwalla Garden Road and which was formerly comprised in Dag Nos. 288 [Part] and 289 [Part] appertaining to Khatian Nos. 1502, 1503, 1504 and 141, in Mouza: Punja Sahapur, J. L. No. 9, within the jurisdiction of Police Station - Behala, within Municipal Limits of Ward No. 118 of the Kolkata Municipal Corporation and being assessed for Property Tax under **Assessee No. 41-118-06-0617-1**, in the town of Kolkata - 700 038, District: 24 - Parganas [South], within the jurisdiction of Sub-Registry Office at ADSR of Alipore at Behala and District Registry Office at DSR, Alipore, 24 - Parganas [South], hereinafter called and referred to as the said PREMISES and more fully and particularly mentioned and described in the **1<sup>st</sup> SCHDEULE** hereunder written, free from all encumbrances including but NOT limited to charges, liens, lis-pencens liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage,





exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever OR HOWSOEVER OTHERWISE the said *Premises* or any part or portion thereof now are or is any time or times hereof, were or was situated, tenanted, butted, bounded, called, known, numbered, described, mentioned, identified or distinguished;

**TOGETHER WITH** all yards, courtyards, paths, passages, trees, gardens, walls, fences, ditches, water, watercourses, sewers, drains, compounds, advantages of ancient or other rights, lights, liberties, privileges, easements, appendages and appurtenances belonging or in anywise appertaining thereto or known as part and parcel or member thereof **A N D** the reversion or reversions, remainder or remainders **A N D** all the rents, issues and profits thereof **A N D** all the estate, right, title, interest, property, claim and demand whatsoever or howsoever both at law or in equity of the VENDOR into and upon the said *Premises* or any part or portion thereof **A N D** the benefit of the Sanction Building Plan being Plan No. 2009130062 dated 27<sup>th</sup> May, 2009 valid upto 26<sup>th</sup> May, 2014;

**A N D** ALL deeds, pattahs, muniments, evidences of title and writing whatsoever which exclusively related to the said *Premises* and every part thereof and which now are or is or any time hereafter shall or may be in the possession, custody or power of the VENDOR or any person or persons from whom the Vendor may procure the same without any action or suit and the benefits of all covenants for production of all title deeds;

**TC HAVE AND TO HOLD** the said *Premises* hereby granted, conveyed, transferred, assigned or assured or expressed or intended so to be inclusive of right of free and uninterrupted passage of running water, soil, through the sewers, water courses, drains, cables, pieces, wires which may at any time hereafter be in under or passing through the *Premise* or any part thereof unto the use and benefit of the PURCHASERS absolutely and for ever, free from all encumbrances, charges, liabilities, liens, lis-pendens, attachments, trust, acquisitions, requisitions, alignments, vesting with the authorities, claims, adverse possession and objections of any nature whatsoever **A N D** the VENDOR doth and hereby covenant and agree to with the PURCHASERS THAT NOTWITHSTANDING any act, deed or thing by the VENDOR made, done, the VENDOR is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said *Premises* hereby granted, conveyed, transferred, assigned and assured of expressed or intended so to be for a perfect and indefeasible



estate of inheritance without any manner or condition or other thing whatsoever to alter, defeat, encumber or make void the same;

**A N D THAT NOTWITHSTANDING** any act, deed, matter or thing done, the **VENDOR** now has good right, full power, indefeasible title, lawful and absolute authority to grant, transfer, convey, assign and assure unto and to the use and benefit of the **PURCHASERS** the said **Premises** and every part thereof absolutely and for ever and in the manner aforesaid, free from all encumbrances and liabilities whatsoever;

**A N D THAT** the **PURCHASERS** shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said **Premises** and receive 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 and equitably claiming through under or in trust for them;

**A N D THAT** free and clear, freely and clearly and absolutely acquitted exonerated and discharged from or by the **VENDOR** and well and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner or former or other right, title, interest, liens, charges, lis-pendens and encumbrances whatsoever created, made, done, occasioned or suffered by the **VENDOR** or any person or persons rightfully claiming through under or in trust for the **VENDOR**;

**A N D THAT** the said **Premises** is not affected by any attachment including attachment by any certificate case or any proceedings started at the instance of the Income Tax Authority or Estate Duty Authorities or other Government Authorities under Public Demand Recovery Act or any other Acts or otherwise whatsoever and that there is no certificate case or proceedings against the **VENDOR** or his predecessors-in-interest for realization of Income Tax or Estate Duty or Other Taxes or due so or otherwise under the Public Demand Recovery Act and/or any other acts for the time being in force and that the said **Premises** is not affected by any notice or scheme of the Kolkata Improvement Trust or the Kolkata Municipal Corporation or any other Public Body or Authority or the Government or any other Public Body or Authority;

**A N D THAT** no declaration has been made or published for acquisition of the said **Premises** or any part or portion thereof under the Land Acquisition Act or any other Acts for the time being in force and that the said **Premises** or any part thereof is not affected by any notice of acquisition or requisition under the



Defense of India Act or Rules framed thereunder or any other acts or enactments whatsoever;

**A N D THAT** there is no impediment or bar under the provisions of any other law and/or statute for the time being in force, for the **VENDOR** to grant, convey, transfer, sell, assign and assure the said **Premises** in favour of the **PURCHASERS** in the manner aforesaid;

**A N D FURTHER THAT** the **VENDOR** and all persons having lawfully and equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever into, upon and in respect of the said **Premises** under or in trust for the **VENDOR** shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the **PURCHASERS** make, do, execute and perfect or cause to be made, done, executed and perfected all such further and absolutely assuring, conveying and confirming the said **Premises** unto and to the use and benefit of the **PURCHASERS** forever in the manner as aforesaid, as the said **PURCHASERS** shall or may reasonably require **AND FURTHER MORE THAT** the **VENDOR** shall at all times hereafter indemnify and keep indemnified the **PURCHASERS** against losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the **VENDOR** or any breach of the covenants hereunder contained;

**AND FURTHER THAT** Schedules and Plans annexed hereto form and constitute an integral part of this Deed and while constructing and/or interpreting the meaning of this Deed the same shall be relied upon;

**AND FURTHER THAT** while constructing and/or interpreting the meaning of this Deed:

- [a] Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- [b] Words denoting the masculine gender include, where the context permits and requires, the feminine gender and vice-versa.
- [c] Words denoting the masculine and feminine genders include, where the context permits and requires, the neuter gender and vice-versa.

Simultaneously with the execution of this Deed of Conveyance the **Vendor** has made over to the **Purchasers** the actual, physical, vacant, khas and peaceful possession of the said **Premises**;





1<sup>st</sup> Schedule  
Premises

**ALL THAT** piece and parcel of revenue free Land measuring **6 [six] Cottah 2 [two] Chittack and 42 [forty two] Square Feet**, be the same a little more or less, **TOGETHER WITH One RT SHED** measuring **275 Square Feet**, lying and situate at and being **Premises No. 181F, Kabi Guru Sarani** formed out of and being part of Premises No. 181, Kabi Guru Sarani which was previously known as 30/1, Agarwalla Garden Road and which was formerly comprised in Dag Nos. 288 [Part] and 289 [Part] appertaining to Khatian Nos. 1502, 1503, 1504 and 141, in Mouza: Punja Sahapur, J. L. No. 9, within the jurisdiction of Police Station - Behala, within Municipal Limits of Ward No. 118 of the Kolkata Municipal Corporation and being assessed for Property Tax under **Assessee No. 41-118-06-0617-1**, in the town of Kolkata - 700 038, District: 24 - Parganas [South], within the jurisdiction of Sub-Registry Office at ADER of Alipore at Behala and District Registry Office at DSR, Alipore, 24 - Parganas [South], which is bordered in the 'RED' verge on the Plan annexed hereto and which is **butted** and bounded in the manner following:-

ON THE NORTH: Common Passage;

ON THE SOUTH: By Premises No. 181E, Kabi Guru Sarani,

ON THE EAST: Common Passage

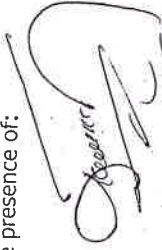
ON THE WEST: By Premises No. 181, Kabi Guru Sarani

**OR HOWSOEVER OTHERWISE** the said **Premises** or any part or portion thereof now are or is any time or times hereof, were or was situated, tenanted, butted, bounded, called, known, numbered, described, mentioned, identified or distinguished;



IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on this Deed on the date month and year first above written;

SIGNED, SEALED and DELIVERED  
by the VENDOR at KOLKATA  
in the presence of:



ARUN TUSHAN

1. Flat 4D, 4th Floor

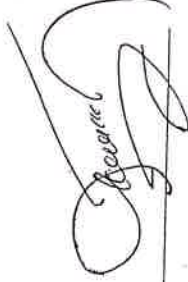
2, Prince Anwar Shah  
Road

Kol-33

Malay Sengupta  
Hypore Police Const  
101-27


For & on behalf of SOMITA SAHA  
Jitesh Kumar Saha  
Constitutee Attorney  
(JITESH KUMAR SAHA)

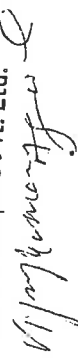
SIGNED, SEALED and DELIVERED  
by the PURCHASERS at KOLKATA  
in the presence of:

1. 


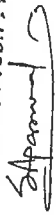
2. Malay Sengupta  
Hypore Police Const  
101-27

For P. S. Inns Pvt. Ltd.

  
Authorised Signatory  
ARUN KUMAR SANCHETTI

Shaija Developers Pvt. Ltd.  
  
Director

~~Shaija Infrastructure Developers Pvt. Ltd.~~

Shaija Infrastructure Developers Pvt. Ltd.  
  
Director  
VIJAY KUMAR AGARWAL  
For UDAY INFOTECH PVT. LTD.  
  
Director / Authorised Signatory  
SUNIL AGARWAL




RECEIVED of and from the within named Purchasers the within named sum of Rs.42,58,000/- [Rupees Forty two lacs fifty eight thousand] towards the TOTAL CONSIDERATION for sale transfer convey assign and assure the said Premises unto and in favour of the Purchasers as per Memo below:-


MEMO OF CONSIDERATION

Sl. No.	Date	Bank Draft No.	Bank	On account of Purchasers	Amount
1	15-07-09	198551	Indian Bank Sarat Base Rd.,	P. S. INNS P. LTD.,	Rs. 10,54,500/-
2	15-07-09	050182	Union Bank of India, Ballygange	Shanija Developps P. LTD.,	Rs. 10,54,500/-
3	15-07-09	050185	-do-	Shanija Infrastructure Developps P. LTD.,	Rs. 10,54,500/-
4	14-07-09	027629	Punjab + Sind Bank Khowinghae	Uday Infotech P. LTD.,	Rs. 10,54,500/-
Total					Rs. 42,58,000/-

WITNESSES

1) 

2) Mahaj Singhania,  
Aizipore Police Const  
Kot-27.

FOR & ON BEHALF  
OF SUMIRA SAHA  
  
CONSTITUTED ATTORNEY.  
Vendor  
(JITESH KUMAR SAHA)

Prepared in my Office



Advocate  
Aizipore Police Const  
Kot-27

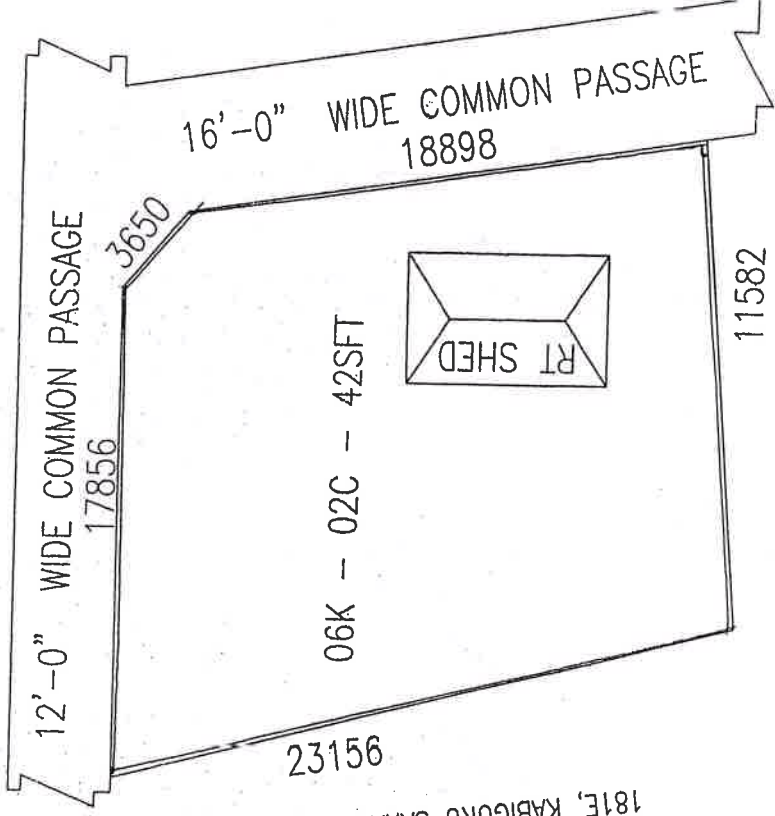


- S.I.E P\_LAN OF PREMISES NO. 181F, KABIGURU SARANI (PART), P.S.: BEHALA  
KOLKATA-700 038

IN MOUZA-PUNJA SAHAPUR, DIST.:-24. PARGANAS (SOUTH).  
UNDER KMC WARD NO. 118, BOROUGH NO-XIII, ASSESSEE NO-41-118-06-0617-1

LAND AREA-6 COTTAH-2 CHITTACK-42 SFT.( More or Less)  
TOGETHER WITH RT SHED MEASURING 275 SFT.

NAME OF VENDOR-SUMITA SAHA



181E, KABIGURU SARANI

181, KABIGURU SARANI

For P. S. Inns Pvt. Ltd.

*For K. Saha*  
Authorized Signatory

For ARB ON BEHALF  
OF SUMITA SAHA

*Sumita K. Saha*  
Constituted Attorney,  
SIGNATURE OF VENDOR

For UDAY INFOTECH PVT. LTD

*Shalija*  
Director / Authorized Signatory.

Infrastructure Developers Pvt. Ltd.

*Shalija*

Director

Shalija Developers Pvt. Ltd.

*Shalija*  
Director

*Shalija*  
Infrastructure Developers Pvt. Ltd.

Director





Government Of West Bengal  
Office of the D.S.R.-II SOUTH 24-PARGANAS  
ALIPORE

Endorsement For deed Number :-02499 of :2009  
(Serial No. 02487, 2009)

On 15/07/2009

Presentaticn(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.50 hrs on :15/07/2009, at the Private residence by Arun Kumar Sarcheti, one of the Claimants.

Admission of Execution(Under Section 58)

Execution is admitted on 15/07/2009 by

1. Arun Kumar Sancheti, Authorized Signatory, P S Inns Private Limited, 12 C, Chakraberia Road (n), Ballyunge, Kolkata - 20, profession : Others
  2. Vijay Kumar Agarwal, Director, Shailja Developers Private Limited, 105, Park Street, Kolkata - 16, profession : Others
  3. Vijay Kumar Agarwal, Director, Shailja Infrastructure Developers Private Ltd., 105, Park Street, Kolkata - 16, profession : Others
  4. Sunil Agarwal, Director, Uday Infortech Private Limited, 36/1 A, Elgin Road, Kolkata - 20, profession : Others
- Identified By Malay Sengupta, son of Late Sunil Kumar Sengupta Alipore Police Court Kolkata - 27 Thana. , by caste Hindu, By Profession : Business.

Name of the Registering officer : **Sadhan Chandra Das**  
Designation : **DISTRICT SUB-REGISTRAR-II**

On 16/07/2009

Certificate of Admissibility(Rule 43)

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

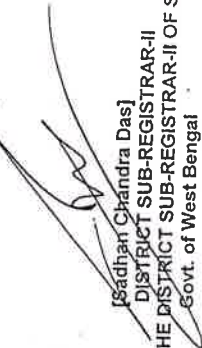
Payment of Fees:

Fee Paid in rupees under article : A(1) = 46827/- , E = 14/- , H = 28/- , M(b) = 4/- on:16/07/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 4258000/-.

Certified that the required stamp duty of this document is Rs 298080 /- and the Stamp duty paid as : impressive Rs- 500

  
[Sadhan Chandra Das]  
DISTRICT SUB-REGISTRAR-II  
Govt. of West Bengal

OFFICE OF THE DISTRICT SUB-REGISTRAR-II OF SOUTH 24-PARGANAS

~~Signature of Sadhan Chandra Das~~  
~~Signature of Sadhan Chandra Das~~



Government Of West Bengal  
Office of the D.S.R.-II SOUTH 24-PARGANAS

ALIPORE

Endorsement For deed Number :I-02499 of :2009  
(Serial No. 02487, 2009)

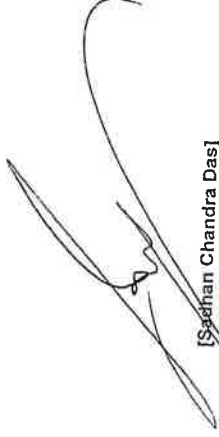
Def.:it stamp duty

Deficit stamp duty 1.Rs 74650/- is paid, by the draft number 259157, Draft Date 14/07/2009 Bank Name State Bank Of India, Chowringhee, received on :16/07/2009. 2.Rs 40000/- is paid, by the draft number 935579, Draft Date 14/07/2009 Bank Name State Bank Of India, Jeevan Deep, received on :16/07/2009. 3.Rs 34650/- is paid, by the draft number 935580, Draft Date 14/07/2009 Bank Name State Bank Of India, Jeevan Deep, received on :16/07/2009. 4.Rs 25000/- is paid, by the draft number 883326, Draft Date 14/07/2009 Bank Name State Bank Of India, Park Street, received on :16/07/2009. 5.Rs 74650/- is paid, by the Bankers cheque number 294670, Bankers Cheque Date 14/07/2009 Bank Name State Bank Of India, Gokhale Rd., received on :16/07/2009. 6.Rs 49650/- is paid, by the Bankers cheque number 834603, Bankers Cheque Date 14/07/2009 Bank Name State Bank Of India, Park Street, received on :16/07/2009.

Executed by Attorney

1. Execution By Jitesh Kumar Saha, wife of Late N C Saha ,22/1, Banamali Naskar Road, Kolkata - 60, Thana: Behala By caste Hindu, by Profession :Others, as the constituted attorney of 1. Sumita Saha s admitted by him. Identified By Malay Sengupta, son of Late Sunil Kumar Sengupta Alipore Police Court Kolkata - 27 Thana: , by caste Hindu, By Profession :Business.

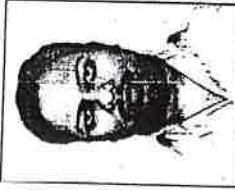










Name of the Registering officer :**Sadhan Chandra Das**  
Designation :**DISTRICT SUB-REGISTRAR-II**



[Sadhan Chandra Das]  
DISTRICT SUB-REGISTRAR-II  
OFFICE OF THE DISTRICT SUB-REGISTRAR-II OF SOUTH 24-PARGANAS  
Govt. of West Bengal


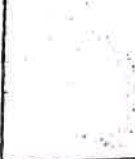









**সাহান চন্দ্র দাস**  
ডিস্ট্রিক্ট সাব-রেজিস্ট্রার-ই  
সি.ও. পশ্চিমবঙ্গ



	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

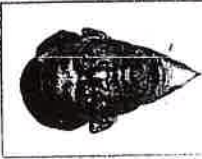










Name: JITESH KUMAR SAHA

Signature: Jitesh Kumar Saha

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

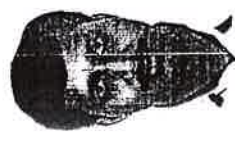










Name: ARUN KUMAR SANCHETI

Signature: Arun Kumar Sancheti

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

Name: NITAY AGARWAL

Signature: Nitay Agarwal

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

Name: SUNIL A.S. AGARWAL

Signature: Sunil Agarwal







Certificate of Registration under section 60 and Rule 39.

Registered in Book - I  
CD Volume number 9  
Page from 1868 to 1889  
being No-02499 for the year 2009.



(Sadhan Chandra Das) 20-July-2009  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R.-II SOUTH 24-PARGANAS  
West Bengal

21/07/09