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Identified by me Chemak (Ashish Chiramensula) Advocale High (out, Calculta)

ADDI. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS. 1 7 MAY 2010 to as "the VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART;

A N D

M/S.PAHARI PROJECTS PRIVATE LIMITED, PAN No.AABCP 6984E a company incorporated under the companies Act 1956 having its registered office at No.32, Armenian Street in the town of Kolkata, P.S.Burrabazar, Pin Code No.700001 represented by one of its Directors Sri Niraj Kumar Kajaria, son of Kamla Prasad Kajaria, residing at No.32, Armenian Street, Calcutta-700 001 hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors-in-office, representatives and assigns) of the OTHER PART;

WHEREAS:

times and until 1. all material as hereinafter mentioned one Smt.Trailakya Mayee Dasi, widow Kailash Chandra Sadhukhan and Smt. Anandamayee Dasi, wife of Bishwanath Sadhukhan were jointly seised and possessed of or otherwise well and sufficiently entitled to ALL THAT the piece or parcel of land containing an area of 11 Cottahs 14 Chittacks and 39 Sq.ft. be the same a little more or less situate lying at and being Premises No.46, Alipore Road (comprised in Mouja and village Chetla, Post Durgapur, Pargana Magura) within the municipal limits of Calcutta, P.S. and Sub-Registry ,Alipore, in the district of

Parganas together with 6 (six) feet wide passage on the South thereof and hereinafter for the sake of brevity collectively referred to as the "Entire Land" free from all encumbrances and liabilities whatsoever subject to the payment of the annual rent to the then Jamindars thereof.

- 2. By a Bengali Kobala dated the 7th day of Poush 1305 B.S. corresponding to 23rd day of December 1898 and made between the said Smt. Trailakya Mayee Dasi and the said Smt. Ananda Mayee Dasi therein jointly referred to as the Vendors of the One Part and Kedarnath Sanyal therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar at Alipore in Book No.I, Volume No.41, Pages 44 to 48, Being No. 2587 for the year 1898, the Vendors thereinnamed for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Kedarnath Sanyal, Purchaser therein-named All That the said Entire Land more particularly described in the Schedule thereunder absolutely and forever free written encumbrances and liabilities whatsoever but subject to the payment of the annual rent to the then Jamindars thereof.
- 3. While thus seized and possessed of the said Entire

 Land, the said Kedarnath Sanyal applied for mutation of
 his name in the records of the Calcutta Municipal

 Corporation and accordingly, the said Calcutta

Municipal Corporation mutated his name in respect of the said Entire Land in its record as a owner thereof and the said Entire Land was known and numbered as Premises No.46, Alipore Road, Kolkata-700 027 within the municipal limits of Calcutta.

- 4. While thus seised and possessed of the said Entire Land being Premises No.46, Alipore Road, Kolkata-700 027 within the municipal limits of Calcutta, the said Kedarnath Sanyal erected and constructed a two storied brick-built building thereon and on part thereof according to a plan sanctioned by the then Corporation of Calcutta (which said Entire Land and the said two storied brick-built building are hereinafter collectively referred to as the "Entire Land with building".
- of or otherwise well and sufficiently entitled to All That the two storied brick-built building, messuage, tenement or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same were erected and built and containing by estimation an area of 11 Cottahs 14 Chittacks and 39 Sq.ft. be the same a little more or less situate lying at and being Premises No.46, Alipore Road, Kolkata-700027 within the municipal limits of Calcutta together with 6(six) feet wide passage on the south thereof and hereinbefore as well as hereinafter for the sake of brevity collectively referred to as the 'Entire Land

with building" free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent and/or revenue to the then Jamindars thereof.

- 6. By a Bengali Deed of Gift dated the 19th day of Baisakh 1337 B.S. corresponding to 2nd May, 1930 and made between the said Kedarnath Sanyal therein referred to as the Donor of the One Part and Hemendranath Sanyal and Dhirendranath Sanyal therein jointly referred to as the Donees of the Other Part and registered at the office of the Sadar, Sub-Registrar Alipore in Book No.1, Volume No.53, Pages 38 to 40, Being No.1582 for the year 1930, the Donor therein-named out of natural love and affection granted, transferred and conveyed as and by way of Gift unto and in favour of the said Hemendranath Sanyal and the said Dhiredranath Sanyal, the Donees therein-named All That the said Land with building more particularly described in the Schedule thereunder written in equal shares absolutely and forever free from all encumbrances and liabilities whatsoever but subject to the payment of the annual revenue to the then Jamindars thereof.
- 7. In the premises the said Sri Hemendra Nath Sanyal and the said Dhirendra Nath Sanyal became jointly seised and possessed of or otherwise well and sufficiently entitled to ALL THAT the two storied brick built building messuage, tenement or dwelling house together with the piece or parcel of land thereunto belonging

whereon or on part whereof the same were erected and built and containing by estimation an area of 11 cottah, 14 chittacks and 39 sq.ft. be the same a little more less according to the documents of title but on actual measurement the same was found to contain an area of 12 cottahs be the same a little more or less situate lying at and being premises No.46, Alipore Road, Kolkata-700027 within the municipal limits of Kolkata together with 6' wide passage on the South thereof and hereinafter for the sake of brevity collectively referred to as "Entire Property" free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent and/or revenue to the then jamindars thereof.

- 8. While thus seised and possessed of the said Entire Property, the said Hemendranath Sanyal and the said Dhirendranath Sanyal mutated their names in respect of the said Entire Property in the records of the Calcutta Municipal Corporation.
- 9. The said Dhirendra Nath Sanyal who was in his life time and at the time of his death a Hindu belonged to the Dayabhaga School of Hindu Law and was governed by the Indian Succession Act, died un-married leaving behind a Will dated the 7th day of September, 1949 and registered at the office of the Sadar Joint Sub Registrar at Alipore in Book No.III, Volume No.4, Pages 1 to 7, Being No.45 for the year 1949 and

leaving behind his brothers namely Khagendranath Sanyal, Birendranath Sanyal and Manindra Nath Sanyal his nephew Hirendranath Sanyal being the son of his deceased brother, Rabibndranath Sanyal and his widowed sister Smt.Satyabati Chakrabotry and leaving behind, inter alia, an undivided one-half part or share of and in the said Entire Property.

- 10. By his said Will, the said Dhirendranath Sanyal appointed his brothers the said Khagendra Nath Sanyal and the said Manindra Nath Sanyal and his maternal uncle Kali Prasanna Acharya to be the joint executors and trustees under the said Will.
- 11. By his said Will, the said Dhirendranath Sanyal gave, bequeathed and devised his undivided one-half part or share of and in the said Entire Property to the said Khagendranath Sanyal, Birendranath Sanyal, Manindranath Sanyal Smt.Satyabati Chakraborty and Hirendra Nath Sanyal in equal shares.
- 12. The said Will of the said Dhirendranath Sanyal further recited that on the death of his sister Sm.Satyabati Chakraborty who is a childless widow, the life interest held by her would come back to the corpus of his Estate and would be distributed amongst the surviving beneficiaries in equal proportion.

- 13. Probate of the Will of the said Dhirendra Nath Sanyal, deceased was granted by the Learned District Delegate of 24 Parganas at Alipore in Probate Case No.7 of 1955 to the Executors and the Trustees therein-named.
- 28th day Deed of Partition dated the 14. December, 1965 and made between Hemendranath Sanyal therein called the First Party of the One Part and Manindranath Sanyal, Khagendranath Sanyal for selves and as Executors of the Estate of Late Dhirendranath Sanyal and Birendranath Sanyal, Hirendranath Sanyal therein called the Second Party of the Second Part and Smt. Satyabati Devi therein called the Third Party of the Third Part and registered at the office of the Joint Sub-Registrar Alipore at Behala in Book No. I, Volume No.7, Pages 125 to 134, Being No.253 for the year 1966 that the said Entire Property was mutually partitioned by and between the parties thereto and that the allotment of Lot No.'A', being the allotment marked with letter 'A' in the front and back portion of Premises No. 46, Alipore Road, Calcutta being a part or portion of the said Entire Property with land area measuring about 5 Cottahs 1 Chittack and 39 Sq.ft. (front portion 2 Cottahs 2 Chittacks and 12 sq.ft. and back portion 2 Cottahs 15 chittacks and 27 Sq.ft.) together with all buildings and structures standing thereon and marked as Lot 'A' and described in Schedule 'A' thereunder written and as such, in the annexed plan thereto annexed was allotted exclusively to the said Hemendranath Sanyal, the First Party

therein-named and the said Nemendranath Sanyal, the First Party thereinnamed became the absolute owner thereof with all rights of transfer, sale, mortgage, gift etc subject to certain terms and conditions therein contained and none of the second party thereinnamed had any right, title, interest or claim to any portion thereof.

- 15. While thus seised and possessed of the said front portion measuring 2 Cottahs 2 Chittacks and 12 Sq.ft. and the back portion measuring 2 cottahs 15 chittacks and 27 sq.ft. being the divided and demarcated parts or portions of the said Entire Property, the said Hemendranath Sanyal applied for mutation of his name in the records of the Calcutta Municipal Corporation and accordingly the Calcutta Municipal Corporation mutated his name as owner in respect of the front portion measuring 2 cottahs 2 chittacks and 12 sq.ft. as Premises No.46A, Alipore Road, Calcutta and the back portion measuring 2 cottahs 15 chittacks and 27 sq.ft. as premises No.46C, Alipore Road, Calcutta.
- 16. The said Hemendra Nath Sanyal, the said Manindra Nath Sanyal, the said Birendra Nath Sanyal and the said Hirendra Nath Sanyal made an absolute gift in respect of the said 6' wide passage on the Southern side thereof as mentioned in the Deed of Partition dated 28th day of December, 1965 and shown in the plan annexed to the said Deed of Partition as 9' wide

passage on the Southern side of the said Entlie Property to the Kolkata Municipal Corporation for the purpose of vesting the said passage as a public lane.

In the premises the said Hemendranath Sanyal became seised and possessed of or otherwise well sufficiently entitled to Firstly ALL THAT the two storied brick-built building messuage tenements or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof, the same were erected and built and containing by estimation of an area of 2 cottahs 2 chittacks and 12 sq.ft. be the same a little more or less situate lying at and being premises No.46A, Alipore Road within the municipal limits of Calcutta more particularly described in part-I of the First Schedule hereunder written and hereinafter for the sake of brevity referred to as "the First mentioned property" free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same and secondly ALL THAT the brick-built sheds and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same were erected and built and containing by estimation an area of 2 cottahs 15 chittacks and 27 sq.ft. be the same a little more or less situate lying at and being Premises No.46C, Alipore Road within the municipal limits of Calcutta more particularly described in Part-II of the said First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "Second Mentioned Property" free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

- 18. The said Hemendranath Sanyal who was in his life time executed a Will dated the 15th day of January 1984 and registered at the office of the Sub-Registrar Alipore 24 Parganas in Book No.III, Document No.26, for the year 1984 in respect of, the said First Mentioned Property and the said Second Mentioned Property.
- 19. By his said Will, the said Hemendranath Sanyal appointed his brother in law Amalendrajit Chakraborty as the Executor under the said Will.
- 20. By his said Will, the said Hemendranath Sanyal gave, bequeathed and devised, inter alia, Two-Third share of the said First Mentioned Property to his youngest son Himadri Sanyal absolutely.
- 21. By his said Will, the said Hemendranath Sanyal gave, bequeathed and devised, inter alia, the remaining one-third share of the said First Mentioned Property to his youngest daughter Smt. Tapasri Mukherjee absolutely.
- 22. By his said will, the said Hemendranath Sanyal gave, bequeathed and devised an area of 1 cottah 4 chittacks

being the part or portion of the said Second Mentioned Property being the southern part or portion of premises no.46C, Alipore Road, Calcutta to his another daughter the said Rama Sircar the Vendor herein absolutely keeping a vacant space of 4 feet on the western side thereof and lying on the north to south Golly.

- 23. By his said Will, the said Hemendra Nath Sanyal gave bequeathed and devised the remaining area measuring 1 cottah 11 chittacks and 27 sq.ft. being the remaining part or portion of the said Second Mentioned Property being the remaining portion of the said premises No.46C, Alipore Road, Kolkata to his eldest son Tridib Nath Sanyal absolutely.
- 24. By a Bengali Deed of Family Settlement-cum-Trust dated 7th day of July 1993 and made between the said Hemendranath Sanyal therein referred to as Settlor/Trustee of the One Part and the said Himadri Sanyal and the said Sm. Tapasri Mukherjee therein jointly referred to as the Beneficiaries of the Other Part and registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas in Book No.I, Volume No. 97, Pages 385 to No.3119 for the year 1993 the Settlor/Trustee therein-named for the consideration therein-mentioned granted, transferred, assigned and assured as and by way of Trust unto and in favour of the Beneficiaries All That the said First Mentioned Property being the

said Premises No.46A, Alipore Road, Calcutta more particularly described in the Schedule thereunder written to hold the same upon trust subject to the terms, covenants and conditions therein contained.

- 25. By the said Bengali Deed of Family Settlement-cum-Trust, it was, inter alia, provided as follows:
 - a) That the said First Mentioned Property being the said Premises No.46A, Alipore Road, Calcutta would be treated as a Trust property and the Settlor/Trustee therein-named would be the First Trustee during his life time;
 - b) After the demise of the first trustee thereinnamed, the said Trust would come to an end and the
 said Himadri Sanyal Alias Tushar Sanyal and the
 said Sm. Tapasri Mukherjee Alias Tuntuni Mukherjee
 would become the absolute owners of the said First
 Mentioned Property in equal shares.
- 26. By a revocation of Will dated the 14th day of May,1994 and registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas in Book No.III, Volume No. 3, Pages 108 to 111, Being No.128 for the year 1994 executed by the said Hemendranath Sanyal, the said Hemendranath Sanyal revoked the said Will made by him bearing dated 15th January,1984.

- 27. The said Hemendranath Sanyal (his wife Sm.Anila Sanyal having pre-deceased him), who was in his life time and at the time of his death, a Hindu governed by the Dayabhaga School of Hindu Law, died on or about the 16th day of November, 1995 leaving behind a Will dated the 21st day of May, 1994 and leaving behind, inter alia, the said Second Mentioned Property being Premises No.46C, Alipore Road, Calcutta.
- 28. By his said Will, the said Hemendranath Sanyal appointed his youngest son Himadri Sanyal, as the Executor under the said Will.
- 29. By his said Will, the said Hemendranath Sanyal gave bequeathed and devised the said Second Mentioned property being Premises No.46C, Alipore Road, Calcutta to his youngest son the said Himadri Sanyal, his eldest daughter the said Sm. Rama Sircar and his youngest daughter the said Tapasri Mukherjee absolutely and forever and in equal shares.
- 30. The said Tridibnath Sanyal applied for obtaining the Probate under the Will of his father the said Hemendranath Sanyal, deceased before the District Delegate at Alipore, 24, Parganas being O.S.No.12 of 2008.
- 31. During the pendency of the said Probate application, the said Tridibnath Sanyal(his wife having predeceased him) died on or about 16th day of December, 2006

leaving behind his two sons namely Monojit Sanyal and Biswajit Sanyal and his only daughter Asmita Roy who substituted their names in the said Probate application proceedings in place and stead of their deceased father the said Tridib Nath Sanyal.

- 32. The said O.S.No.12 of 2008 filed before the District Delegate at Alipore, 24 Parganas was subsequently transferred and numbered as O.S.No.2 of 2008 in the Court of the Ld.14th Additional District Judge at Alipore.
- 33. The said Himadri Sanyal applied for obtaining the Probate under the Will of his Father the said Hemendranath Sanyal deceased before the District Delegate at Alipore, South 24 Parganas being O.S.No.187 of 2006.
- 34. The said O.S.No.187 of 2006 in the Court of the Learned District Judge, South 24 Parganas transferred to the Learned 14th Additional District Judge at Alipore and the said O.S.No.187 of 2006 has been renumbered as O.S.No.6 of 2007.
- 35. Thereafter the parties to the said O.S.No.02 of 2008 and O.S.No.6 of 2007 filed a compromise Petition in O.S.No.12 of 2008 in the Court of the 1st Additional District Judge at Alipore, South 24 Parganas on 13th June, 2008 and accordingly an order was passed on 14th July, 2008 by the said 1st Additional District Judge,

Alipore in the said O.S.No.12 of 2008 and the same was decreed on compromise in terms of the joint application of the parties dated 13th June, 2008. The letters of administration of the Will dated 15th January, 1984 was granted subject to the filing of the necessary Court fees stamp and the said joint petition dated 13th June, 2008 was made a part of the said order/decree.

- 36. By the said compromise petition, it was, inter alia, provided as follows:
 - a) That none of the parties to the suit would challenge the legality and validity of the said Deed of Family Settlement including right, title and interest of the defendant Nos. 1 and 3 therein in respect of the said First Mentioned Property being Premises No.46A, Alipore Road, Calcutta which they got in terms of the aforesaid Deed of Family Settlement;
 - b) That the plaintiffs would handover vacant and peaceful possession of their occupied portion being the ground floor of Premises No.46A, Alipore Road, Calcutta to the defendant nos.1 and 3 therein on or before the signing of the said compromise petition;

- c) That the Second will i.e. to say the Will dated the 21st day of May, 1994 and Deed of Revocation dated 19th May, 1994 would be of no force and effect;
- d) That none of the parties to the suit would be entitled to re-open the above issues in any forum in future;
- 37. Accordingly the Plaintiffs in the said suit handed over possession of the said ground floor of the said premises No.46A, Alipore Road, Kolkata-700 027 to the Defendant Nos.1 and 3. Probate under the Will of the said Hemendranath Sanyal was granted to Monojit Sanyal, son of Late Tridibnath Sanyal by the Additional District Judge, 1st Court, Alipore in the aforesaid O.S.No.12 of 2008.
- 38. In the facts and circumstances as aforesaid and in pursuance of the said Bengali Deed of Family Settlement, and also confirmed by the compromise petition the vendor is seised and possessed of or otherwise well and sufficiently entitled to ALL THAT the brick-built sheds and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof, the same were erected and built and containing by estimation of an area of 1 cottah 4 chittacks (keeping a vacant space of 4 feet on the western side thereof and lying on the north to south golly) be the same a little more or less situate lying at and being the divided and demarcated part or

portion of the said premises no.46A, Alipore Road, Kolkata-700027 within the municipal limits of Calcutta more particularly described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said property" free from all encumbrances and liabilities whatsoever. There is one monthly tenant namely Alipore Automobile in respect of the said property at a monthly rent of Rs.60/- (Rupees Sixty only) per month.

39. The Vendor has agreed to sell and the Purchaser has agreed to purchase absolutely ALL THAT the said property more particularly described in the Second Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered Red and hereinafter for the sake of brevity referred to as the "said premises" at or for the price or consideration of Rs.52,43,747/- (Rupees Fifty two lacs forty three thousand seven hundred and forty seven only) free from all encumbrances and liabilities whatsoever save and except the monthly tenancy as aforesaid.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.52,43,747/-(Rupees Fifty two lacs forty three thousand seven hundred and forty seven only) paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby

acquit release and forever, discharge the Purchaser as well as the property hereby transferred and conveyed) the Vendor doth hereby grant, sell, convey, transfer assign and assure unto and in favour of the Purchaser ALL THAT the brick built sheds and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same were erected and built and containing by estimation an area of 1 cottah 4 chittacks (keeping a vacant space of 4 feet on the western side thereof and lying on the North to South golly) be the same a little more or less situate lying at and being the divided and demarcated part or portion of the said premises No.46C, Alipore Road within the municipal limits of Calcutta more particularly described Second Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinbefore as well as hereinafter for the sake of brevity referred to as the 'said premises' OR HOWSOEVER OTHERWISE the said premises or any part or portion thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished Together With all paths, passages, waters, water courses, sewers, drains and all manner of former and other lights, rights, liberties, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever to the said premises belonging or in anywise appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively AND the reversion reversions, remainder or remainders AND all the rents issues and profits thereof AND All And every part thereof AND all the legal incidence thereof And all the estate, right,

title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said premises and every part thereof herein comprised and hereby granted and transferred and every part thereof And all deeds, pattahs, muniments, writings and evidences of title which in anywise relating to the said premises or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the Vendor 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 premises AND ALL AND SINGULAR Other the premises herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be Together With all other rights, interests, members and appurtenances belonging thereunto and every part thereof respectively unto and to the use of the purchaser absolutely and forever free from all encumbrances and liabilities whatsoever save and except one monthly tenancy as aforesaid and also subject to the tenure governing the same.

2. The Vendor doth hereby covenant with the Purchaser:-

- a) That the Vendor is absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances and liabilities whatsoever.
- b) That the Vendor has good right, full power, absolute authority and indefeasible title to

grant, sell, convey, transfer, assign and assure ALL AND SINGULAR the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid, according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

- c) That the vendor doth hereby further covenant with the Purchaser and declare that there is no sum lying outstanding against any statutory duties, taxes charges in respect of any statutory authorities and that the Vendor shall remain liable for all rents, rates, taxes and all other outgoings and impositions, if any payable in respect of the said premises upto the date of these presents and the Vendor shall keep the Purchaser saved, harmless and indemnified in this respect.
- d) That the Purchaser shall and will and may from time to time and at all times, hereafter peaceably and quietly enter into, hold, possess and enjoy the said premises hereby granted, sold, conveyed and transferred and receive and enjoy the rents, issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and

demand whatsoever from of or by the Vendor or other person or persons lawfully or equitably claiming from through under or in trust for the Vendor.

- e) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lispendens, debts, attachments, (including attachment under any certificate case proceedings) or executions, encumbrances and liabilities whatsoever made or suffered by the Vendor.
- f) That the Vendor doth hereby further covenant with the purchaser and declare that no notice have been served upon the Vendor for acquisition and/or requisition of the said premises or any part thereof and that the said premises or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings are pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said premises or any part thereof.

- g) The Vendor doth hereby further covenant with the Purchaser that the Vendor has not any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said premises or any part thereof is or are or may be impeached, charged, encumbered or affected by reason whereof the Vendor may be prevented from conveying the said premises in the manner aforesaid;
- h) Further that the Vendor and all persons having or lawfully or equitably claiming any estates, rights, title, interests, property, claim and demand, whatsoever in to or upon the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be 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 or cause to be made, done, acknowledged all such acts, deeds matters and and executed things whatsoever for further better and more perfectly, effectually or satisfactorily granting, transferring and assuring the said premises and every part and parcel thereof unto and to the use of the purchaser as shall or may be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

Firstly ALL THAT the brick-built building messuage tenements or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same were erected and built and containing by estimation of an area of 2 cottahs 2 chittacks and 12 sq.ft. be the same little more or less situate lying at and being premises no.46A, Alipore Road within the municipal limits of Calcutta, P.S. Alipore, Sub-Registration Office Alipore, District Registration Office Alipore, in the District of 24 Parganas (South), Pin Code No.700 027, K.M.C. Ward No.74 and butted and bounded in the manner as follows, i.e. to say —

ON THE NORTH BY : Part of Alipore Road and

Premises No.42/2, Alipore

Road;

ON THE SOUTH BY : 9' wide Lane and beyond

that 48B, Alipore Road;

ON THE EAST BY : Alipore Road;

AND

ON THE WEST BY : 46B, Alipore Road.

Covered area of the building is 2000 Sq.ft. more or less and the building was constructed prior to 1930.

PART-II

Secondly ALL THAT the brick-built sheds and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 2 cottahs

15 chittacks and 27 sq.ft. be the same a little more or less situate lying at and being Premises No.46C, Alipore Road within the municipal limits of Calcutta P.S. Alipore, Sub-Registration Alipore, District Registration Office Alipore in the District of 24 Parganas (South) Pin Code No.700 027 K M C Ward No.74 and butted and bounded in the manner as follows , that is to say -

ON THE NORTH BY - : 44, Alipore Road,

ON THE SOUTH BY : Partly by 9 ' wide lane and

partly

by 48A, Alipore Road,

ON THE EAST BY : 46B, Alipore Road,

AND

ON THE WEST : partly 5.4' wide lane and

Partly by 11, Ashoka Road,

Covered Area of the Sheds and Structures is 1000 Sq.ft. more or less and the same was constructed prior to 1930.

THE SECOND SCHEDULE ABOVE REFERRED TO (Property hereby sold and conveyed by this Deed)

ALL THAT the brick-built sheds and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same were erected and built and containing by estimation of an area of 1 cottah 4 chittacks (keeping a vacant space of 4 feet on the western side

thereof and lying on the North to South golly) be the same a little more or less situate lying at and being the divided and demarcated part or portion of the said premises no.46C, Alipore Road within the municipal limits of Calcutta P.S. Alipore, Sub-Registration Office Alipore, District Registration Office Alipore, in the District of 24 Parganas (South), Pin Code No.700 027, K.M.C. Ward No.74 and the property hereby sold and conveyed is shown in the red bordered in the map attached herewith and the same shall be treated as part of this deed and butted and bounded in the manner as follows, i.e. to say —

ON THE NORTH BY : Divided and demarcated remaining portion of premises No.46C, Alipore Road, belonging to Monojit Sanyal and others;

ON THE SOUTH BY : Partly by 9' wide lane and partly by premises No.48A, Alipore Road;

ON THE EAST BY : Premises No.46B, .Alipore Road;

AND

ON THE WEST BY : 4 feet wide passage and beyond that partly by 5.4' wide lane and partly by premises No.11, Ashoka Road;

Covered area of the sheds and structures is 400 Sq.ft. more or less and the same was constructed prior to 1930.

IN WITNESS WHEREOF the parties here to have executed these presents the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by

Qama Lircar

the VENDOR at Kolkata in the

presence of :(1) Ashish Chinaewala
Advocate
High Court, Calutta.

121 Nenai De8.

SIGNED, SEALED AND DELIVERED by the PURCHASER at Kolkata in the

Vivaj lima hajna.

Otrouter

Presence of :-

" Romai Das,

(2) Ashish Chinaeusala Adrocate

SPECIMEN FORM FOR TEN FINGERPRINTS

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DEED PLAN
PRE. NO.46C ALIPORE ROAD P.S.—ALIPORE, KOLKATA—27.

AREA OF LAND.=1 K 4 CH 0 SFT AREA SHOWN IN RED BORDER.

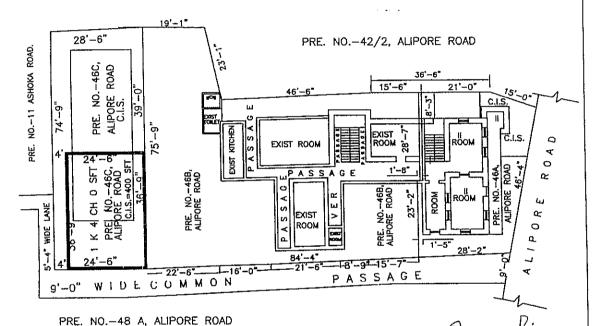
VENDORS-RAMA SIRCAR

VENDEE - PAHARI PROJECTS PVT. LTD.

SCALE-1"=24'-0"

w LE

PRE. NO.-44, ALIPORE ROAD



DRAWN BY

Mail - Paul.

Govt. Regd. Architect (India) L.B.A. No.-CA/2002/29737 S. Duiliya, Andul, Howrah-711302 Volifebert Proposes Pri Liphajaia

Birnuter

Real. Dist. Sur Registrar Allpore, South 24 Pargana



Government Of West Bengal Office Of the A. D. S. R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : I - 04093 of 2010 (Serial No. 05008 of 2010)

On 17/05/2010

Payment of Fees:

Fee Paid in rupees under article : A(1) = 64823/- , E = 14/- on 17/05/2010

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.-5893875/-

Certified that the required stamp duty of this document is Rs.- 412591 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

- Rs. 49865/- is paid, by the draft number 829351, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- Rs. 49865/- is paid, by the draft number 829360, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- 3. Rs. 8491/- is paid, by the draft number 829349, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- Rs. 49865/- is paid, by the draft number 829357, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- Rs. 49865/- is paid, by the draft number 829358, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- Rs. 49865/- is paid, by the draft number 829359, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- Rs. 49865/- is paid, by the draft number 829354, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- Rs. 49865/- is paid, by the draft number 829355, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
- 9. Rs. 49865/- is paid, by the draft number 829356, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010

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

Presented for registration at 15.34 hrs on :17/05/2010, at the Private residence by Niraj Kr. Kajaria ,Claimant.

ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 2

18/05/2010 12:02:00 P



Government Of West Bengal Office Of the A. D. S. R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : 1 - 04093 of 2010 (Serial No. 05008 of 2010)

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

Execution is admitted on 17/05/2010 by

- Rama Sircar, wife of Lt. Nirmalendu Sircar, 42/21, Raja Santosh Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Hindu, By Profession: House wife
- Niraj Kr. Kajaria
 Director, Pahari Proj. Pvt. Ltd., 32, Armenian St., Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-.
 By Profession: Business

Identified By Asish Chiranewala, son of ..., High Court, Kolkata, Thana:-Here street, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Hindu, By Profession: Advocate.

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

On 18/05/2010

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23,5 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 180/- is paid, by the draft number 224994, Draft Date 17/05/2010, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 18/05/2010

(Utpai Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

> (Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

18/05/2010 12:02:00 P

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1 CD Volume number 18 Page from 2452 to 2485 being No 04093 for the year 2010,



(Utpal Kumar Basu) 18-May-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. ALIPORE West Bengal

1 53/11 with

13834 10



পশ্চিমবঙ্গ पश्चिम बुँगाल WEST BENGAL

A 006325

31.12-13 0-32126/0

Certified that the document is admitted to registration. The signature sheet's and the endorsement sheets attached with this document are the part of this document

Addl. Dist. Sub-Registrar Alipore, South 24 Parganas

- 3 JAN 2011

THIS INDENTURE made this 31 day of DECEMBER, 2010 BETWEEN

(1) SMT. FRATIMA BOSE, daughter of Late Akshay Kumar Bose alias Akhoy Kumar Bose, by faith Hindu, by occupation land owner, by Nationality Indian; (2) SMT. SULAGNA BHATTACHARYA, also known as SUROMA BHATTACHARYA, PAN No.AZXPE8578N, wife of Sri Tapan Kumar Bhattacharya and also daughter of the said Late Akshay Kumar Bose alias Akhoy Kumar Bose, by faith Hindu, by occupation land

STOB3 20DEC 2010

Loid of a large frojects Put. Ltd.

Address 20 formion Street, Rol-1.

SCOOP.

L. S. VEINING.

RICH COURT AL.

Identified by me

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(Ashieh Chisanowska)

Alrocate

High cout, Calcutta



ADDL. DIST. SUB-REGISTRAR | ALIPORE, SOUTH 24 PGS.

3 1 DEC 2010

owner, by Nationality Indian and (3) SRI PARTHA SARATHI BOSE, PAN No.AICPB1510G, son of Late Akshay Kumar Bose alias Akhoy Kumar Bose, by faith Hindu, by occupation land-holder, by Nationality Indian, all residing at No.42/2A, Alipore Road, within the municipal limits of Calcutta, Police Station Alipore, Kolkata-700 027 in the District of 24 Parganas (South), hereinafter collectively referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

M/S. PAHARI PROJECTS PRIVATE LIMITED, PAN No.AABCP6984E, a Company incorporated under the Companies Act 1956, having its registered office at No.32, Armenian Street, in the town of Calcutta, P.S. Burrabazar, Pin Code No.700 001, represented by one of its Directors Sri Kamla Prasad Kajaria, son of Late Bajranglal Kajaria, by faith Hindu, by Occupation business by Nationality Indian, residing at No.32, Armenian Street, in the town of Calcutta, Pin code No. 700 001 as aforesaid, hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors-in-office, representatives and assigns) of the OTHER PART.

WHEREAS:

1. At all material times and until as hereinafter mentioned one Smt. Trailkyamayee

Dasi was seised and possessed of or otherwise well and sufficiently entitled to,
inter alia, All That the piece or parcel of Mourasi Mokarari Swattya Bastu Land
containing an area of 4 Cottahs be the same a little more or less situate lying at
and being Premises No.42, Alipore Road (comprised in Mouja Chetla, Pargana
Magura, Post Durgapur) within the municipal limits of Calcutta, P.S. and SubRegistry Alipore, in the District of 24 Parganas and hereinafter for the sake of

(

brevity referred to as "the Entire Land" free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent to the then Zamindars thereof.

- 2. By a duly Registered Bengali Kobala dated the 12th July, 1922 and made between the said Trailakyamayee Dasi therein referred to as the Vendor of the One Part and one Haripada Dutta therein referred to as the Purchaser of the Other Part and the vendor therein-named for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Haripada Dutta, the Purchaser therein-named All That the said Entire Land more particularly described in the Schedule thereunder written absolutely and forever but subject to the payment of the annual rent to the then Zamindars thereof.
- 3. While thus seised and possessed of the said Entire Land, the said Haripada Dutta applied for mutation of his name in the records of the Calcutta Municipal Corporation and accordingly, the said Calcutta Municipal Corporation mutated his name in respect of the said Entire Land in its record as a owner thereof and the said Entire Land was known and numbered as Premises No.42, Alipore Road, Calcutta-700 027 within the municipal limits of Calcutta.
- 4. The said Haripada Dutta who was in his life time and at the time of his death, a Hindu belonged to the Dayabhaga School of Hindu Law and was governed by the Indian Succession Act, died intestate leaving behind, inter alia, the said Entire Land being Premises No.42, Alipore Road and leaving behind his sole widow Smt. Charubala Dasi, his three sons namely Sailendra Mohan Dutta, Brojendra Mohan Dutta and Baidyanath Dutta

who became and/or are entitled to the said Entire Land being premises No.42, Alipore Road, Calcutta according to the provisions of Indian Succession Act by which the said Haripada Dutta was governed.

- By a Bengali Kobala dated the 24th day of July, 1936 and made between the 5. said Sailendra Mohan Dutta, the said Brojendra Mohan Dutta and the said Shrimati Charu Bala Dasi therein collectively referred to as the Vendors of the one part and one Ananda Charan Bose therein referred to as the Purchaser of the other part and registered at the office of the Joint Sub-Registrar of Alipore at Behala in Book No.I, Volume No.8, Pages 158 to 162, Being No.1491, for the year 1936, the Vendors therein-named for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Annada Charan Bose, the purchaser therein-named All That their undivided two-third part or share of the land, containing an area of 2 Cottahs 10 Chittacks and 30 Sq.ft., out of the total area of land measuring 4 Cottahs situate lying at and being a portion of the said Entire Land being portion of the said Premises No.42, Alipore Road within the municipal limits of Calcutta and hereinafter referred to as "the said Land" more particularly described in the Schedule 'Ka' thereunder written absolutely and forever free from all encumbrances and liabilities whatsoever subject to the terms, covenants and conditions therein contained and also subject to the payment of the annual rent to the then Zamindars thereof.
- 6. While thus seised and possessed of the said Land, the said Annada Charan Bose applied for mutation of his name in the records of the then Corporation of Calcutta, now known as The Kolkata Municipal Corporation and accordingly, the then Corporation of Calcutta now known as The Kolkata Municipal Corporation mutated his name in respect of the said Land in its record as a

owner thereof and the said Land was known and numbered as Premises No.42/2A, Alipore Road, within the municipal limits of Calcutta.

- 7. While thus seised and possessed of the said Land being Premises No.42/2A, Alipore Road within the municipal limits of Calcutta, the said Annada Charan Bose erected and constructed a brick-built building thereon or on part thereof according to a plan sanctioned by the then Corporation of Calcutta, now known as the Kolkata Municipal Corporation (which said Land and the said brick-built building are hereinafter collectively referred to as the said "Land with Building").
- 8. The said Annada Charan Bose became seised and possessed of or otherwise well and sufficiently entitled to All That the said brick-built building, messuage, tenement or dwelling house together with the piece or parcl of land thereunto belonging whereon or on part whereof the same were erected and built and containing by estimation an area of 2 Cottahs 10 Chittacks and 30 Sq.ft. be the same a little more or less situate lying at and being Premises No.42/2A, Alipore Road, within the municipal limits of Calcutta and hereinafter for the sake of brevity referred to as "the said Property" free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent and/or revenue to the then Zamindars thereof.
- 9. The said Annada Charan Bose (his wife having pre-deceased him) who was in his life time and at the time of his death a Hindu belonged to the Dayabhaga School of Hindu law and was governed by the Indian Succession Act died intestate on or about the 31st January, 1938, leaving behind, inter alia, the said

property and leaving behind his only minor son Akshay Kumar Bose alias Akhoy Kumar Bose, who became entitled to the said property.

- 10. The said Akshay Kumar Bose alias Akhoy Kumar Bose was a minor and as such, the younger brother of the said Annada Charan Bose, deceased namely Sri Prabhat Chandra Bose was appointed as the Receiver to the estate of Annada Charan Bose for looking after the minor's property and interest including the said property.
- The said Prabhat Chandra Bose the Receiver abovenamed died on or about the 17th day of December, 1964.
- 12. After attaining majority, the said Akshay Kumar Bose alias akhoy Kumar Bose became seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto All That the said property free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.
- 13. The said Akshay Kumar Bose alias Akhoy Kumar Bose who was in his life time and at the time of his death a Hindu belonged to the Dayabhaga School of Hindu law and was governed by the Hindu Succession Act died intestate on or about the 23rd day of August, 1973 leaving behind, inter alia, the said property and leaving behind his sole widow Smt. Santilata Bose, his two daughters namely, Smt. Pratima Bose and Smt. Sulagna Bose and his only son Sri Partha Sarathi Bose who became collectively entitled to the said property in equal shares absolutely and forever.

- 14. In the premises, the said Smt. Santilata Bose, Smt. Pratima Bose, Smt. Sulagna Bose and Sri Partha Sarathi Bose became and/or are collectively seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto in equal shares All That the said property free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.
- The said Smt. Sulagna Bose married to Sri Tapan Kumar Bhattacharya and now known and named as Smt. Sulagna Bhattacharya.
- 16. The said Smt. Santilata Bose who was in her life time and at the time of her death, a Hindu belonged to the Dayabhaga School of Hindu law and was governed by the Hindu Succession Act died intestate on or about the 16th day of March,2002 leaving behind, inter alia, an undivided one-fourth part or share of and in the said property and leaving behind her two daughters namely, the said Smt. Pratima Bose and Smt. Sulagna Bhattacharya and her only son the said Sri Partha Sarathi Bose as her heiresses and heir, her surviving who became entitled to the said undivided one-fourth part or share of and in the said property in equal shares.
- 17. In the premises, the said Smt. Pratima Bose, Smt. Sulagna Bhattacharya and the said Pratha Sarathi Bose, the vendors herein are collectively seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto in equal shares ALL THAT the brick-built building, messuage, tenement or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 2 Cottahs 10 Chittacks and 30 Sq. ft. be the same a little more or less situate lying at and being the said premises No.42/2A, Alipore Road, within the municipal limits of

Calcutta, Pin Code No.700 027, KMC Ward No.74, P.S. Alipore, Sub-Registration Office Alipore, Additional District Sub-Registration Office Behala, District Registration Office Alipore in the district of 24 Parganas now in the District of 24 Parganas (South) and hereinbefore as well as hereinafter for the sake of brevity referred to as "the said property" free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

18. The vendors have agreed to sell and the purchaser has agreed to purchase absolutely All That the said property more particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered Red and hereinafter for the sake of brevity referred to as the "said Premises" at or for the price or consideration of Rs.85,00,000/-(Rupees Eighty-five Lacs) only free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.85,00,000/-(Rupees Eighty-five Lacs only) paid by the purchaser to the Vendors at or before the execution of these presents (the receipt whereof the vendors do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser as well as the property hereby transferred and conveyed)the vendors do and each of them doth hereby grant, sell,. Convey, transfer, assign and assure unto and in favour of the purchaser ALL THAT the said brick-built building, messuage, tenement or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 2 Cottahs 10 Chittacks and 30 Sq.ft. be the same a little more or less situate lying at and being premises No.42/2A, Alipore Road, within the municipal limits of Calcutta, Pin Code No.700 027, KMC Ward No.74, P.S. Alipore, Sub-Registration Office Alipore, Additional District Sub-Registration Office

Behala, District Registration Office Alipore in the District of 24 Parganas (South) more particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered Red and hereinbefore as well hereinafter for the sake of brevity referred to as the "said Premises" OR HOWSOEVER OTHERWISE the said premises or any part or portion thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished Together With all paths, passages, waters, water courses, sewers, drains and all manner of former and other lights, rights, liberties, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever to the said premises belonging or in anywise appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively AND the reversion or reversions, remainder or remainders AND all the rents issues and profits thereof AND All And every part thereof AND all the legal incidence thereof And all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendors into upon or in respect of the said premises and every part thereof herein comprised and hereby granted and transferred and every part thereof And all deeds, pattahs, muniments, writings and evidences of title which in anywise relating to the said premises or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the Vendors or any of them or any person or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said premises AND ALL AND SINGULAR Other the premises herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be Together With all other rights, interests, members and appurtenances belonging thereunto and every part thereof respectively unto and to the use of the purchaser absolutely and forever free from all encumbrances and liabilities whatsoever subject to the tenure governing the same.

The Vendors do and each of them doth hereby covenant with the Purchaser:-

- a) That the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto to the said premises free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.
- b) That the Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure ALL AND SINGULAR the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid, according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.
- c) That the vendors do and each of them doth hereby further covenant with the Purchaser and declare that there is no sum lying outstanding against any statutory duties, taxes charges in respect of any statutory authorities and that the Vendors shall remain liable for all rents, rates, taxes and all other outgoings and impositions, if any payable in respect of the said premises upto the date of these presents and the Vendors shall keep the Purchaser saved, harmless and indemnified in this respect.
- d) That the Purchaser shall and will and may from time to time and at all times, hereafter peaceably and quietly enter into, hold, possess and enjoy the said premises hereby granted, sold, conveyed and transferred and receive and enjoy the rents, issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and demand whatsoever from of or by the Vendors or any of them or other person or persons lawfully or equitably claiming from through under or in trust for the Vendors.

- e) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the cost and expenses of the Vendors well and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lispendens, debts, attachments, (including attachment under any certificate case or proceedings) executions, encumbrances and liabilities whatsoever made or suffered by the Vendors.
- f) That the Vendors do and each of them doth hereby further covenant with the purchaser and declare that no notice have been served upon the Vendors or any of them for acquisition and/or requisition of the said premises or any part thereof and that the said premises or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings are pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said premises or any part thereof.
- g) The Vendors do and each of them doth hereby further covenant with the Purchaser that the Vendors have not any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said premises or any part thereof is or are or may be impeached, charged, encumbered or affected by reason whereof the Vendors may be prevented from conveying the said premises in the manner aforesaid;
- h) Further that the Vendors and all persons having or lawfully or equitably claiming any estates, rights, title, interests, property, claim and demand, whatsoever in to or upon the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any

part thereof from through under or in trust for the Vendors 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 or cause to be made, done, acknowledged and executed all such acts, deeds matters and things whatsoever for further better and more perfectly, effectually or satisfactorily granting, transferring and assuring the said premises and every part and parcel thereof unto and to the use of the purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the brick-built building, messuage, tenement or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 2 Cottahs 10 Chittacks and 30 Sq. ft. be the same a little more or less situate lying at and being Premises No.42/2A, Alipore Road, within the municipal limits of Calcutta, Pin Code No.700 027, KMC Ward No.74, P.S. Alipore, Sub-Registration Office Alipore, Additional District Sub-Registration Office Behala, District Registration Office Alipore in the District of 24 Parganas (South) and delineated in the map or plan hereto annexed and thereon bordered Red and butted and bounded in the manner as follows, that is to say:-

ON THE NORTH

: By Premises No. 42/1A, Alipore Road

ON THE SOUTH

: By Premises No.46A & 46B, Alipore Road

ON THE EAST

: By Premises No.42/2B, Alipore Road

AND

ON THE WEST

: By Alipore Road

Total covered area of the building is 1000 Sq.ft. more or less and the same was constructed prior to 1940.

IN WITNESS WHEROF the PARTIES hereto have executed these presents the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by

The VENDORS at Kolkata in the presence of:

(1) Heliel Chiramas ala
Advocate, High Court
Calula.

(2) Packe Bonje

SIGNED, SEALED AND DELIVERED by

The PURCHASER at Kolkata in the presence

Of:(1) Par La Bonegi

pretima Besc

- Sulagna Perhattachorryge - Artha Sono He Bar

Mreste:

RECEIVED from the within named Purchaser

the within mentioned sum of Rs.85,00,000/-

(Rupees Eighty-five Lacs Only) being the

within mentioned consideration money

expressed to have been paid by the

Purchaser to the Vendors as per Memo of

Consideration below:

Rs.85,00,000.00

MEMO OF CONSIDERATION

By Pay Order No.879289 dated 30.12.2010
Issued by Citibank, N.A., Kolkata at the instance of the Purchaser in favour of Sm. Pratima Bose one of the Vendors herein

Rs.28,33,333.00

By Pay Order No.879290 dated 30.12.2010 issued by Citibank, N.A., Kolkata at the instance of the Purchaser in favour of Sm. Sulagna Bhattacharjee also known as Suroma Bhattacharya one of the Vendors herein

Rs.28,33,333.00

By Pay Order No. 879288 dated 30.12.2010 issued by Citibank, N.A., Kolkata at the instance of the Purchaser in favour of Sri Partha Sarathi Bose the other Vendor herein

Rs.28,,33,334.00

Total Rs.85,00,000.00

(Rupees Eighty-five Lacs only).

WITNESSES:

1) Agrica Chinecolo

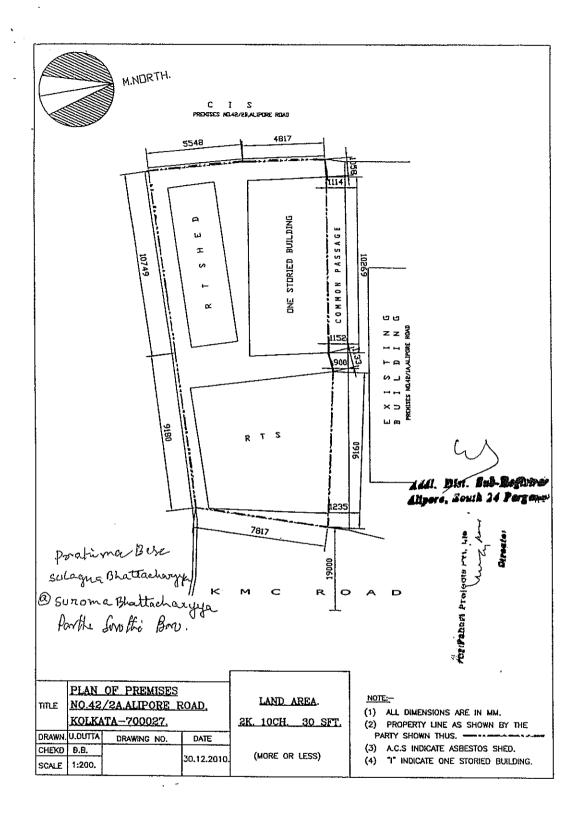
2) Partha Banerico 2/120 J. Snee Calay Kd - 92 pratima Bobe Sulagua Bhattacharyya O sunoma Bhattacharyya Porthe Snothi Boro.

Drafted by me/

(J.M.JHUNJHUNWALA) Advocate, High Court, Calcutta 6, Old Post Office Street, Kolkata-700 001

SPECIMEN FORM FOR TEN FINGERPRINTS

| | 7 | Ţ | · | | 1 | · · · · · · · · · · · · · · · · · · · | | | | | | | | | | | | |
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| | 12 | Little | Ring | Middle Hand) | Fore | Thumb | | | | | | | | | | | | |
| | Long Bose | | Ŷ. | | | €. | | | | | | | | | | | | |
| | pared | Thumb | Fore Middle . (Right Hand) | | Ring | Little | | | | | | | | | | | | |
| | y y | | , s , s | | | | | | | | | | | | | | | |
| | Toho | Little | Ring | Middle | Fore | Thumb | | | | | | | | | | | | |
| | H T | | (Left | Hand) | | | | | | | | | | | | | | |
| | Suragna Bhodhema | | | | 1 | | | | | | | | | | | | | |
| | 202 | Thumb | Fore | Middle | Ring | Little | | | | | | | | | | | | |
| | | 25.76 | (Right Hand) | | | | | | | | | | | | | | | |
| | | | | | * . 14 | | | | | | | | | | | | | |
| * 9* | 3 | Little | Ring | Middle | Fore | Thumb | | | | | | | | | | | | |
| | (Constant | (Left Hand) | | Hand) | 1 | | | | | | | | | | | | | |
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| | fari | Tumb | Fore | Middle | Ring | Little | | | | | | | | | | | | |
| .,11 | | | (Right | Hand) | | | | | | | | | | | | | | |
| | | | | | . 4 % . | 2 | | | | | | | | | | | | |
| | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | Little | Little Ring Middle (Left Hand) | | Fore | Thumb | | | | | | | | | | | | |
| | - 20 | | | and William | | ÷. | | | | | | | | | | | | |
| | | Thumb | Fore | Middle | Ring | Little | | | | | | | | | | | | |
| | 1 | { | Right | Hand) | 1 | } | | | | | | | | | | | | |





Government Of West Bengal Office Of the A. D. S. R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : I - 00053 of 2011 (Serial No. 13834 of 2010)

Identified By Asish Chiranwala, son of ..., High Court, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:-, By Caste: Hindu, By Profession: Advocate.

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

On 03/01/2011

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23,5 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 302620/- is paid, by the draft number 765977, Draft Date 31/12/2010, Bank Name State Bank of India, Brabourne Road, Kolkata, received on 03/01/2011

Payment of Fees:

Amount By Cash

Rs. 0/-, on 03/01/2011

Exempted (on 03/01/2011)

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

> (Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

03/01/2011 02:58:00 P



Government Of West Bengal Office Of the A. D. S. R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : I - 00053 of 2011 (Serial No. 13834 of 2010)

On 31/12/2010

Payment of Fees:

Amount By Cash

Rs. 133983/-, on 31/12/2010

(Under Article: A(1) = 133969/- ,E = 14/- on 31/12/2010)

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.-12180000/-

Certified that the required stamp duty of this document is Rs.- 852620 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 550000/- is paid, by the draft number 765885, Draft Date 24/12/2010, Bank Name State Bank of India, Brabourne Road, Kolkata, received on 31/12/2010

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

Presented for registration at 13.56 hrs on :31/12/2010, at the Office of the A. D. S. R. ALIPORE by Kamla Prasad Kajaria ,Claimant.

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

Execution is admitted on 31/12/2010 by

- Pratima Bose, daughter of Lt Akshay Kumar Bose, 42/2a, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700027, By Caste Hindu, By Profession: Others
- Sulagna Bhattacharya Alias Suroma Bhattacharya, wife of Tapan Kumar Bhattacharya , 42/2a,
 Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700027, By Caste Hindu, By Profession: Others
- 3. Partha Sarathi Bose, wife of Lt Akshay Kr Bose, 42/2a, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027, By Caste Hindu, By Profession: Others
- Kamla Prasad Kajaria
 Director, M/s Pahari Proj. Pvt. Ltd., 32, Armenian St, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700001.
 By Profession: Business

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 1 of 2

03/01/2011 02:58:00 P









পশ্চিমবঙ্গ पश्चिम बैगाल WEST BENGAL

Addi, Dist, and Sugistry: Alspore, South 24 Percares

1 3 AUG 2012

THIS INDENTURE made this day of August, 2012 BETWEEN

(1) PADMA RANI DUTTA, wife of Late Sailendra Mohan Dutta, aged 94 years, by caste Hindu, by occupation Housewife, residing at No.42/2B, Alipore Road, Kolkata-700 027; (2) ASIT KUMAR DATTA, Son of Late Sailendra Mohan Dutta, aged 67 years, by caste Hindu, by occupation-Retired, residing at 42/2B, Alipore Road, Kolkata-700 027; (PAN DO. ASIPD 5363)

(3) NISHIT KUMAR DUTTA, son of Late Sailendra Mohan Dutta, aged 65 years, by caste Hindu, by occupation-Retired, residing at 42/2B, Alipore Road, Kolkata-700 027; (2) NISHIT KUMAR DUTTA, son of Late Sailendra Mohan Dutta, aged 65 years, by caste Hindu, by occupation-Retired, residing at 42/2B,

Alipore Road, Kolkata-700 027; (4) MURARI MOHAN DUTTA, son of Late Saileridra Mohan Dutta, aged 62 years, by caste Hindu, by occupation-Service, having his PAN No. BKKPD3565N, residing at 42/2B, Alipore Road, Kolkata-700 027; (5) GORA CHAND DATTA, son of Late Sailendra Mohan Dutta, aged 54 years, by caste Hindu, by occupation-Service, having his PAN No. ADWPD2480L, residing at 42/2B, Alipore

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ADDL. DIST. SUB-REGISTRAR AUPORE, SOUTH 24 PGS

1 1 AUG 2012

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Road, Kolkata-700 027; (6) MS. SWARUPA DUTTA, wife of Late Nilmani Dutta, aged 77 years, by caste Hindu, by occupation Housewife, residing at 51/2, Prasanna Kumar Dutta Lane, Howrah-711 001; (7) MS. PUSPA ISMI MONDAL, wife of Shri Jatin Mondal, aged 67 years, by caste Hindu, by occupation Housewife, residing at 94F, Alipore Road, Kolkata-700 027; (8) MS. ARUPA CHAUDHURI, wife of Late Manoranjan Chaudhuri,, aged 62 years, by caste Hindu, by occupation Housewife, residing at Roypur Ghudi Para (South) 23, Maheshtala, South 24 Parganas 700 141; (9) MS. BRINDA DUTTA, daughter of Late Sailendra Mohan Dutta, aged 49 years, by caste Hindu, by occupation-Landlady, residing at 42/2B, Alipore Road, Kolkata-700 027; (10) MADAN MOHAN CHANDRA, son of Late Jitendra Kumar Chandra, aged 42 years, by caste Hindu, by occupation-Service, having his PAN No. ATRPC9089K, residing at 5/8, Shibtala Lane, Baidyapara, P.O. Baidyabati, Dist. Hooghly-712222; (11) GOPAL CHANDRA CONTROL Son of Late Jitendra Kumar Chandra, aged 47 years, by caste Hindu, by occupation-Service, residing at 8, Shibtala Lane, P.S. Serampore, Dist. Hooghly hereinafter referred to as "the VENDORS" (which expression shall unless excluded by or repugnant to the context include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**:

<u>AND</u>

M/S. PAHARI PROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having his registered office at No.32, Armenian Street, Kolkata-700 001 and having its PAN No.AABCP6984E, represented by one of its Directors NIRAJ KUMAR KAJARIA, son of Kamla Prasad Kajaria, by caste Hindu, by occupation Business of No.32, Armenian Street, Kolkata-700 001, having his PAN No. AABCP6984E, hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the context include its successor or successors, representatives and assigns) of the OTHER PART.

- 1. At all material times and until as hereinafter mentioned one Smt. Trailakyamayee Dasi was seised and possessed of or otherwise well and sufficiently entitled to, inter alia, All That the piece or parcel of Mourasi Mokarari Swattya Bastu Land containing an area of 4 Cottahs be the same a little more or less situate lying at and being Premises No.42, Alipore Road (comprised in Mouja Chetla, Pargana Magura, Post Durgapur) within the municipal limits of Kolkata, P.S. and Sub-Registry Alipore, in the District of 24 Parganas and hereinafter for the sake of brevity referred to as "the Entire Land" free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent to the then Jamindars thereof.
- 2. By a registered Bengali Kobala dated the 12th July, 1922 made between the said Trailakyamayee Dasi therein referred to as the Vendor of the one part and one Haripada Dutta since deceased being the predecessor-in-title of the Vendors therein referred to as the Purchaser of the Other Part the said Trailakyamayee Dasi for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Haripada Dutta All That the said Entire Land situate lying at and being the said premises No.42, Alipore Road, Kolkata-700 027 more particularly described in the Schedule thereunder written absolutely and forever free from all encumbrances and liabilities whatsoever but subject to the payment of the annual rent to the then Jamindars thereof.
- 3. While thus seised and possessed of the said Entire Land, the said Haripada Dutta applied for mutation of his name in the records of the Calcutta Municipal Corporation as the owner thereof and accordingly, the said Calcutta Municipal Corporation mutated his name in respect of the said Entire Land in its record and the said Entire Land is known and numbered as Premises No.42, Alipore Road, Calcutta-700 027 within the municipal limits of Calcutta.
- 4. The said Haripada Dutta who was in his life time and at the time of his death, a Hindu belonging to the Dayabhaga School of Hindu Law and

governed by the Indian Succession Act, died intestate leaving behind, inter alia, the said Entire Land being the said Premises No.42, Alipore Road and leaving behind his widow Smt. Charubala Dasi and his three sons namely Sailendra Mohan Dutta, Brojendra Mohan Dutta and Baidyanath Dutta who became entitled to the said Entire Land being the said premises No.42, Alipore Road, Calcutta. By virtue of an amicable settlement, the said Sailendra Mohan Dutta and Brojendra Mohan Dutta along with their mother the said Sm. Charubala Dasi became entitled to an undivided 2/3rd (two-third) share containing an area of 2 Cottahs 10 Chittacks 30 Sq.ft, in the said land and premises No.42, Alipore Road, Calcutta along with the right to use and enjoy a common passage containing an area of 5 Chittacks 34 Sq.ft, being a portion of the said premises No.42, Alipore Road, Calcutta and the said Baidvanath Dutta became entitled to an undivided 1/3rd (one-third) share in the said land and premises No.42, Alipore Road, Calcutta containing an area of 1 Cottah 5 Chittacks 40 Sq.ft. more or less together with the right to use and enjoy the common passage containing an area of 5 Chittacks 34 Sq.ft. being a portion of the said premises No.42, Alipore Road, Calcutta.

between the said Sailendra Mohar* Dutta, the said Brojendra Mohan Dutta and the said Charu Bala Dasi therein collectively referred to as the Vendors of the one Part and one Ananda Charan Bose therein referred to as the Purchaser of the other part and registered at the office of the Joint Sub-Registrar of Alipore at Behala in Book No. I, Volume No.8, Pages 158 to 162, Being No.1491, for the year 1936, the Vendors therein-named for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Ananda Charan Bose, the purchaser therein-named All That their undivided two third part or share of the land, containing an area of 2 Cottahs 10 Chittacks and 30 Sq.ft. out of the total area of land measuring 4 Cottahs situate lying at and being a portion of the said Entire Land being portion of the said Premises No.42, Alipore Road within the municipal limits of Calcutta and more particularly described in the Schedule 'Ka' thereunder

written absolutely and forever free from all encumbrances and liabilities whatsoever subject to the terms, covenants and conditions therein contained and also subject to the payment of the annual rent to the then Zaminders thereof.

- 6. While thus seised and possessed of the said Land, the said Ananda Charan Bose applied for mutation of his name in the records of the then Corporation of Calcutta, now known as The Kolkata Municipal Corporation and accordingly, the then Corporation of Calcutta now known as the Kolkata Municipal Corporation mutated his name in respect of the said Land in its record as a owner thereof and the said Land was known and numbered as Premises No.42/2A, Alipore Road, within the municipal limits of Calcutta.
- 7. The said Baidya Nath Dutta died intestate and unmarried on the 2nd Ashwin 1354 B.S. equivalent to 17th September, 1947. Upon the death of the said Baidyanath, his brothers Sailendra Mohan Dutta and Brojendra Mohan Dutta became entitled to the said undivided 1/3rd (one-third) share in the said property namely land measuring 1 Cottah 5 Chittacks 40 Sq.ft. together with right over the common passage measuring 5 Chittacks 34 Sq. Ft.
- 8. Inspite of demands, partition of the said land having not been made, the said Sailendra Mohan Dutta and Brojendra Mohan Dutta filed a suit in the Court of the Learned 1st Sub Judge, Alipore being Title Suit No.226 of 1948 (Sailendra Mohan Dutta & Anr –Vs- Prabhat Kumar Basu & Anr) and after diverse proceedings, a compromise decree was passed on the 18th July, 1951 whereby the said area of 1 Cottah 5 Chittacks 40 sq. ft. being Lot 'A' as shown in the map or plan annexed to the said compromise decree along with the right to use the common passage shown as Lot 'C' in the said map or plan annexed to the said Compromise Decree with the right to use and enjoy the said common passage along with the other Co-owners, Lay, Water-pipe, Electric connection, Drain etc in and through the said common passage was allotted to the Sailendra Mohan Dutta and Brojendra Mohan Dutta.

- 9. In the premises, the said Sailendra Mohan Dutta and Brojendra Mohan Dutta became jointly entitled to the said area of land measuring 1 Cottah 5 Chittacks 40 Sq.ft. together with the right as aforesaid over the said common passage in terms of the said Compromise Decree dated 18th July, 1951 passed in the said Title Suit No.226 of 1948.
- 10. While thus seised and possessed of the said land, the said Sailendra Mohan Dutta and Brojendra Mohan Dutta applied for mutation of their names in the records of the then Corporation of Calcutta, now known as "Kolkata Municipal Corporation" and accordingly, the then Corporation of Calcutta now known as the Kolkata Municipal Corporation mutated their names in respect of the said land in its records as owners thereof and the said land was known and numbered as No.42/2B, Alipore Road, Kolkata-700 027 within the municipal limits of Kolkata.
- 11. While thus seised and possessed of the said land being the said premises No.42/2B, Alipore Road, Kolkata, the said Sailendra Mohan Dutta and Brojendra Mohan Dutta erected and constructed a ground storied brick-built building thereon or on part thereof according to a plan sanctioned by the then Corporation of Calcutta now known as The Kolkata Municipal Corporation which land and the said brick-built building erected thereon are hereinafter collectively referred to as "the said Land and Building" being the said Premises No.42/2B, Alipore Road, Kolkata-700 027.
- 12. The said Brojendra Mohan Dutta died intestate and unmarried on 3rd January, 2001 and upon his death, the said Sailendra Mohan Dutta became solely and exclusively entitled to the said land measuring 1 Cottah 5 Chittacks and 40 Sq.ft. together with the right over the said common passage measuring 5 Chittacks 34 Sq. Ft.
- The said Sailendra Mohan Dutta has died intestate on the 16th January,
 leaving him surviving his widow the said Padma Rani Dutta, his 5(five)

sons the said Asit Kumar Datta, Nishit Kumar Dutta, Murari Mohan Dutta, Gora Chand Datta and Mihir Kumar Dutta and 5(five) daughters namely Swarupa Dutta, Pushpa Rani Mondal, Arupa Chowdhury, Brinda Dutta and Sadhana Chandra as his heirs and legal representatives. Out of his said five sons the said Mihir Kumar Dutta has died intestate and unmarried and out of his said five daughters, the said Sadhana Chandra has died, leaving behind her two sons namely the said Madan Mohan Chandra and Gopal Chandra Chandra as her only heirs and legal representatives, her husband Jitendra Kumar Chandra having pre-deceased.

- 14. In the circumstances, the vendors are seised and possessed of or otherwise well and sufficiently entitled to the said piece or parcel of land measuring 1 Cottah 5 Chittacks 40 Sq.ft. more or less together with the right over the said common passage.
- 15. The vendors have agreed to sell and the purchaser has agreed to purchase absolutely All That the said land and building more particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered 'red' being the said Premises No.42/2B, Alipore Road, Kolkata-700 027 togetherwith the right over the land as common passage measuring 5 Chittacks 34 Sq. Ft. and hereinafter for the sake of brevity referred to as 'the said premises' at and for a price of Rs. 30,00,000/- (Rupees Thirty Lacs only) free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.

NOW THIS INDENTURE WITNESSETH that in the pursuance of the said Agreement and in consideration of the sum of Rs.30,00,000/- (Rupees Thirty Lacs only) paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the vendors do and each of them doth hereby as well as by the receipt for the same hereunder written, admit and acknowledge, and of and from the same and every part thereof, doth hereby acquit, release and forever discharge the purchaser as well as

the property hereby transferred and conveyed), the vendors do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto and in favour of the purchaser ALL THAT the ground storied brick-built building, messuage, tenement or dwelling house together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 1 Cottah 5 Chittacks and 40 Sq.ft. be the same a little more or less situate lying at and being premises No.42/2B, Alipore Road, Kolkata together with their right title and interest on the common passage containing an area of 5 Chittacks 34 Sq.ft, and lay, water-pipe, electric connection and drains in and through the said common passage within the municipal limits of Calcutta, Pin Code No.700 027, KMC Ward No.74, P.S. Alipore, Sub-Registration Office Alipore, Additional Sub-Registration Office Behala, District Registration Office Alipore in the District of 24 Parganas (South) more particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered Red and hereinbefore as well as hereinafter for the sake of brevity referred to as the "said premises" OR HOWSOEVER OTHERWISE the said premises or any part or portion thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all paths, passages, waters, water-courses, sewers, drains And all manner of former and other lights, rights, liberties, easements, privileges, emoluments, advantages appendages and appurtenances whatsoever to the said premises belonging or in anywise appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively AND the reversion or reversions, remainder or remainders AND all the rents, issues and profits thereof AND ALL and every part thereof And all the legal incidents thereof And all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendors in to upon or in respect of the said premises and every part thereof herein comprised and hereby granted and transferred and every part thereof AND ALL deeds, pattahs, muniments, writings and evidences of title which in

anywise relating to the said premises or any part thereof which now are or hereinafter shall or may be in the custody, power or possession of the Vendors or any of them or any person or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said premises AND ALL AND SINGULAR other the premises herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be Together with all other rights, interests, members and appurtenances belonging thereunto and every part thereof respectively unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever subject to the tenure governing the same.

- 2. The Vendors do and each of them doth hereby covenant with the Purchaser:
 - (a) That the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto to the said premises free from all encumbrances and liabilities whatsoever.
 - (b) That the Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure ALL AND SINGULAR the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever but subject to the tenure governing the same.
 - (c) That the Vendors do and each of them doth hereby further covenant with the Purchaser and declare that there is no sum

lying outstanding against any statutory duties, taxes charges in respect of any statutory authorities and that the Vendors shall remain liable for all rents, rates, taxes and all other outgoings and impositions, if any payable in respect of the said premises up to the date of these presents and the Vendors shall keep the Purchaser saved, harmless and indemnified in this respect.

- (d) That the Purchaser shall and will and may from time to time and at all times, hereafter peaceably and quietly enter into, hold, possess and enjoy the said premises hereby granted, sold, conveyed and transferred and receive and enjoy the rents, issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and demand whatsoever from of or by the Vendors or any of them or other person or persons lawfully or equitably claiming from through under or in trust for the Vendors.
- (e) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the cost and expenses of the vendors well and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lispendens, debts, attachments, (including attachment under any certificate case or proceedings) executions, encumbrances and liabilities whatsoever made or suffered by the vendors.
- (f) That the Vendors do and each of them doth hereby further covenant with the Purchaser and declare that no notice has been served upon the Vendors or any of them for acquisition and/or requisition of the said premises or any part thereof and

that the said premises or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings are pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said premises or any part thereof.

- (g) The Vendors do and each of them doth hereby further covenant with the Purchaser that the Vendors have not any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said premises or any part thereof is or are or may be impeached, charged, encumbered or affected by reason whereof the Vendors may be prevented from conveying the said premises in the manner aforesaid.
- (h) Further that the Vendors and all persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim and demand whatsoever in to or upon the said premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors 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 or cause to be made, done, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly, effectually or satisfactorily granting, transferring and assuring the said premises and every part and parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the ground storied brick-built tile shed cemented floor structure measuring 650 Sq. Ft. more or less which is 70 years old together with the piece or parcel of land, thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 1 Cottah 5 Chittacks and 40 Sq.ft. be the same a little more or less situate lying at and being premises No.42/2B, Alipore Road Kolkata together with the right over the common passage containing an area of 5 Chittacks 34 Sq.ft. and to lay, water pipe, electric connection and drains in and through the said passage within the municipal limits of Calcutta, Pin Code No.700 027, KMC Ward No. 74, P.S. Alipore, Sub-Registration Office Alipore, Additional Sub-Registration Office Behala, District Registration Office Alipore in the District of 24 Parganas (South) and delineated in the map or plan hereto annexed and thereon bordered Red and butted and bounded in the manner as follows, that is to say-

ON THE NORTH BY

: Premises No. 42/1C, Alipore Road, Kolkata;

ON THE SOUTH BY

: By premises No. 46A, Alipore Road (Previously numbered as 46B, Alipore Road), Kolkata;

ON THE EAST BY

علم المالية على المالية المال No. 46A, Alipore Road (Previously numbered as

42/2A, Alipore Road), Kolkata;

AND

ON THE WEST BY

: By premises No. 46A, Alipore Road (Previously numbered as 46B, Alipore Road), Alipore;

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

SIGNED SEALED AND DELIVERED

By the VENDORS at Calcutta in the Presence of:- 2.T.1 of Padama Rum Dnito

By the Pan of Hanni Ch

1. Namai Das.
1/2 chills Hat Rood
2018 at 10-27

2. Ananda gopal Tutte 42/26 Ali pore Road Kol-700027 - Asis Keman Colla - Nishif Ammer Dulta - Moravi Mohan Dutta. - Gra caan Satta. - Glassinda Dutta - Madan Mohan Chandra - Gofal Chandra.

SIGNED SEALED AND DELIVERED By the PURCHASER at Calcutta in the presence of:-

1. Demai Das.

2. Aronda gapal Sitta

Alivaj Izajario.

Anna Santa Santa

Drafted by me

Sanjay Jounjhunwala, Advocate,

6, Old Post Office Street, 3rd Floor, Kolkata-700001.

RECEIVED from the withinnamed Purchaser the withinmentioned sum of Rs. 30,00,000/-(Rupees Thirty Lacs only) being the withinmentioned consideration money expressed to have been paid by the Purchaser to the Vendors as per memo of consideration below:

Rs. 30,00,000/-

MEMO OF CONSIDERATION

| Paid by Pay Order No. 955511 dated 07/08/2012 Drawn | | |
|---|-----|------------|
| on Citibank, NA, Kolkata in favour of Smt. Padma Rani | | |
| Dutta, the Vendor No. 1 herein | Rs. | 3,00,000/- |
| Paid by Pay Order No. 955512 dated 07/08/2012 Drawn | | |
| on Citibank, NA, Kolkata in favour of Asit Kumar Datta, the | | |
| Vendor No. 2 herein | Rs. | 3,00,000/- |
| Paid by Pay Order No. 955513 dated 07/08/2012 Drawn | | |
| on Citibank, NA, Kolkata in favour of Nisith Kumar Dutta, | | |
| the Vendor No. 3 herein | Rs. | 3,00,000/- |
| Paid by Pay Order No. 955514 dated 07/08/2012 Drawn | | |
| on Citibank, NA, Kolkata in favour of Murari Mohan Dutta, | | |
| the Vendor No. 4 herein | Rs. | 3,00,000/- |
| Paid by Pay Order No. 955515 dated 07/08/2012 Drawn | | |
| on Citibank, NA, Kolkata in favour of Gora Chand Datta, | | |
| the Vendor No. 5 herein | Rs. | 3,00,000/- |
| Paid by Pay Order No. 955517 dated 07/08/2012 Drawn | | |
| on Citibank, NA, Kolkata in favour of Smt. Swarupa Dutta, | | |
| the Vendor No. 6 herein | Rs. | 2,00,000/- |
| Paid in Cash by RBI Notes to Smt. Swarupa Dutta, the | | |
| Vendor No. 6 herein | Rs. | 1,00,000/- |
| Paid by Pay Order No. 955518 dated 07/08/2012 Drawn | | |
| on Citibank, NA, Kolkata in favour of Ms. Puspa Rani | | |
| Mondal, the Vendor No. 7 herein | Rs. | 2,00,000/- |
| Paid in Cash by RBI Notes to Smt. Puspa Rani Mondal, the | | |
| Vendor No. 7 herein | Rs. | 1,00,000/- |

| Paid by Pay Order No. 95519 dated 07/08/2012 Dra | wn on | |
|---|----------------|-------------|
| Citibank, NA, Kolkata in favour of Ms. Arupa Chau | ıdhuri, | |
| the Vendor No. 8 herein | Rs. | 2,00,000/- |
| Paid in Cash by RBI Notes to Smt. Arupa Chaudhu | ri, the | |
| Vendor No. 8 herein | Rs. | 1,00,000/- |
| Paid by Pay Order No. 955516 dated 07/08/2012 | Drawn | |
| on Citibank, NA, Kolkata in favour of Ms. Brinda Dutt | a, the | |
| Vendor No. 9 herein | Rs. | 3,00,000/- |
| Paid by Pay Order No. 955521 dated 07/08/2012 [| Orawn | |
| on Citibank, NA, Kolkata in favour of Madan N | 4ohan | |
| Chandra, the Vendor No. 10 herein | Rs. | 1,00,000/- |
| Paid in Cash by RBI Notes to Madan Mohan Chandr | a, the | |
| Vendor No. 10 herein | Rs، | 50,000/- |
| Paid by Pay Order No. 955520 dated 07/08/2012 [| Orawn | |
| on Citibank, NA, Kelkata in favour of Gopal Ch | andra | |
| Chandra, the Vendor No. 10 herein | Rs. | 1,00,000/- |
| Paid in Cash by RBI Notes to Gopal Chandra Chandr | a, the | |
| Vendor No. 11 herein | Rs. | 50,000/- |
| Total: - | <u>Rs. </u> | 30,00,000/- |
| (Decree with the book of | | |

(Rupees Thirty Lacs) only

Witnesses:

1) Demai Val. 4/2 Chette Hat Road Led -27

2) Anouda gopal Datta

ASit Kerman Gatta

Nishir- Commers Dulla L.T. 1 of Padmalani Dulla by the Renof Nemar Des.

Gora Cham Datta.

भूके अभूका किया भूके अभूका मुक्का

Madan Mohan Chandra.
Brinda Dutta.

Großal Chandla. Mnran Mohan Dutter

(1)

SPECIMEN FORM FOR TEN FINGERPRINTS

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SPECIMEN FORM FOR TEN FINGERPRINTS

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Government Of West Bengal Office Of the A.D.S.R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : 1 - 06543 of 2012 (Serial No. 08621 of 2012)

On

Payment of Fees:

On 11/08/2012

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

Presented for registration at 13.00 hrs on :11/08/2012, at the Private residence by Niraj Kumar Kajana .Claimant.

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

Execution is admitted on 11/08/2012 by

- Padma Rani Dutta, wife of Lt Sailendra Mohan Dutta, 42/2 B, Alipore Road, Kolkata, Thana:-Alipore P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession: House wife
- 2. Asit Kumar Datta, son of Lt Sailendra Mohan Dutta , 42/2 B, Alipore Road, Kolkata, Thana:-Alipore P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, B, Profession: Retired Person
- 3. Nishit Kumar Dutta, son of Lt Sailendra Mohan Dutta , 42/2 B, Alipore Road, Kolkata, Thana:-Alipore P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, B. Profession : Retired Person
- 4. Murari Mohan Dutta, son of Lt Sailendra Mohan Dutta , 42/2 B, Alipore Road, Kolkata, Thana:-Aliporo, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession: Service
- 5. Gora Chand Datta, son of Lt Sailendra Mohan Dutta , 42/2 B, Alipore Road, Kolkata, Thana: Alipo i. P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste hind.
- 6 Swarupa Dutta, wife of Lt Nilmani Dutta, Prasanna Kumar Dutta Lane, 51/2, Howrah, P.O. District:-Howrah, WEST BENGAL, India, Pin:-711001, By Caste Hindu, By Profession: House wife.
- Puspa Mondal, wife of Jatin Mondal, 94 F, Alipore Road, Kolkata, Thana:-Alipore, P.O. District:-South 24-Parganas, WEST BENGAL, India, Pin:-700027, By Caste Hindu, By Profession House wife
- 8. Arupa Chaudhuri, wife of Lt Manoranjan Chaudhuri , Roypur Ghudi Para (South), 23. Kolikar Thana:-Maheshtala, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700141...: Caste Hindu, By Profession : House wife
- Brinda Dutta, daughter of Lt Sailendra Mohan Dutta, 42/2 B, Alipore Road, Kolkata, Thana:-Alipore P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste Hindu, By Profession: Others
- 10. Madan Mohan Chandra, son of Lt Jitendra Kumar Chandra, Shibtala Lane Baidyapara, 5/8, Shibtala Lane, Thana:-Sreerampur, P.O.:-Baidyabati District:-Hooghly, WEST BENGAL, India, Pin.-712222. By Caste Hindu, By Profession: Service

(Armab Bass ADDITIONAL DISTRICT SUB-REGISTRA

EndorsementPage 1 of 2

13/08/2012 03:57:00 P

SPECIMEN FORM FOR TEN FINGERPRINTS

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Government Of West Bengal Office Of the A.D.S.R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : I - 06543 of 2012 (Serial No. 08621 of 2012)

11 Gopal Chandra, son of Lt Jitendra Kumar Chandra, 8, Shibtala Lane, Hooghly, Thana:-Sreerampur, P.O. :- ,District.-Hooghly, WEST BENGAL, India, , 8y Caste Hindu, By Profession : Cultivation

12. Niraj Kumar Kajaria Director, M/ S Pahari Projects Pvt. Ltd., Armenian Street, 32, Kolkata, P.O. :- ,District:-Kolkata, WES: BENGAL, India, Pin:-700001.
By Profession: Business

Identified By Nemai Das, son of Lt Panchu Lal Das, 4/2, Chetla Hat Road, Kolkata, Thana:-Chetla. P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: ----

(Arnab Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

On 13/08/2012

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1/2

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 13/08/2012

Amount by Draft

Rs. 115272/- is paid , by the draft number 348046, Draft Date 09/08/2012, Bank Name State Bank of India, S B I - Calcutta, received on 13/08/2012

(Under Article : A(1) = 115258/- E = 14/- on 13/08/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,04,78,412/-

Certified that the required stamp duty of this document is Rs.- 733509 /- and the Stamp duty paid αs Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 728509/- is paid, by the draft number 602516, Draft Date 13/08/2012, Bank Name State Bank of India, KALIGHAT, received on 13/08/2012

(Amab Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

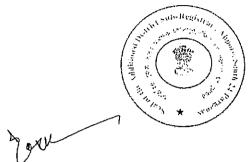
> (Arháb Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

13/08/2012 03:57:00 P

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 29 Page from 2712 to 2736 being No 06543 for the year 2012.



(Arnab Basu) 17-August-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. ALIPORE West Bengal