

Second Schedule

(Devolution of Title)

1. By and under an Indenture dated 18th December, 2009 registered the office of District Sub-Registrar Alipore in Book no. I, Volume no. 18, at pages 1950 to 1986, being no. 3891 for the year 2009, the Owner herein purchased from Himadri Sanyal and Smt. Tapasri Mukherjee a portion of the said Property previously also known and numbered as premises no. 46A, Alipore Road.
2. By and under a Deed of Conveyance dated 12th April 2010 registered at the office of District Sub-Registrar Alipore in Book no. I, Volume no. 8, at pages 3634 to 3663, being no. 1192 for the year 2010, the Owner herein purchased from Hirendra Nath Sanyal and Others a portion of the said Property previously known and numbered as premises no. 46B, Alipore Road.
3. By and under a Deed of Conveyance dated 17th May 2010 registered at the office of District Sub-Registrar Alipore in Book no. I, Volume no. 18, at pages 2254 to 2288, being no. 4084 for the year 2010, the Owner herein purchased from Smt. Asmita Sanyal and Others a portion of the said Property being a portion of the previously known and numbered premises no. 46C Alipore Road, Kolkata.
4. By and under another Deed of Conveyance also dated 17th May 2010 registered at the office of District Sub-Registrar Alipore in Book no. I, Volume no. 18, at pages 2452 to 2485, being no. 4093 for the year 2010, the Owner herein purchased from Smt. Rama Sircar a portion of the said Property being a portion of the previously known and numbered premises no. 46C Alipore Road, Kolkata.
5. By and under an Indenture dated 31st December 2010 registered at the office of Additional District Sub-Registrar, Alipore in Book no. I, CD Volume no. 1, at pages 1350 to 1370, Being no. 53 for the year 2011, the Owner herein purchased from Smt. Sulagna Bhattacharya & Others a portion of the said Property previously known and numbered as premises no. 42/2A Alipore Road.
6. By and under an Indenture dated 11th August 2012 registered at the office of Additional District Sub-Registrar, Alipore in Book no. I, CD Volume no. 29, at pages 2712 to 2736, Being no. 6543 for the year 2012, the Owner herein purchased from Smt Padma Rani Dutta and Others a portion of the said Property previously known and numbered as premises no. 42/2B Alipore Road.

7. The abovementioned premises nos. 46A, 46B, 46C, 42/2A and 42/2B Alipore Road Kolkata have been amalgamated by the Kolkata Municipal Corporation into one single premises being the present Premises No. 46A, Alipore, Kolkata, that is the said Property under this Agreement.
8. Accordingly, by virtue of the aforesaid six Deeds and the amalgamation of the five premises, the Owner thus became the lawful owner and entitled to the said Property.
9. The name of the Owner herein is recorded as the owner of the said Property in the records of the Kolkata Municipal Corporation.

No:- AAC(S)/28A/455/12-13

dt:- 16/01/13

THE KOLKATA MUNICIPAL CORPORATION
ASSESSMENT-COLLECTION (SOUTH) DEPTT.
5, S. N. BANERJEE ROAD, KOLKATA - 700 013

From : Asstt. Assessor-Collector (South)
Division No.
Assessment-Collection (South) Deptt.
Kolkata Municipal Corporation
5, S. N. Banerjee Road, Kol - 13

To : PAHARI PROJECTS PRIVATE LIMITED
46A ALIPORE ROAD
KOL - 700027

Sub. : Your application for Mutation / Apportionment
/ Mutation-Separation / Mutation / Amalgamation
for Prs. No. 46A and 42/23 Alipore Road

Assessee No. 11-074-05-0024-7 and 0078-8
New A/No. 11-074-05-0024-7
Prs. No. 46A Alipore Road

Dear Sir / Madam,

With reference to your application as mentioned above, this is to inform you that the said application has been examined and approved by the appropriate authority DMG(R)/ Assessor-Collector(S)-Deputy Assessor-Collector(S)-on S.N. Banerjee Road, Col - 13

The Annual Valuation for your premises has been proposed at Rs. 3,42,10 (including Rupees. NRAY Rs. 14,230 w.e.f. 3/2012.....) w.e.f. If you agree to accept the above Valuation, you are requested to meet the u/s within seven days from the date of receipt of this letter, with a declaration made on a Rs.10/- Non Judicial Stamp-paper to this effect, failing which, we will process the case for hearing of the proposed valuation.

Yours faithfully,


AAC
Asstt. Assessor-Collector (South)

16-1-13
DIVN : - XXVIA

7

CC-AE-0536628 THE KOLKATA MUNICIPAL CORPORATION

DEPARTMENT: ASSESSMENT COLLECTION
UNIT / ZONE / BOROUGH: 1
PARTICULARS: 074

RECEIPT DATE: 18/07/2012 TIME: 13:49:40
OPERATOR: AKUN KUMAR BUSE
COLLECTION CENTRE: 9

PROPERTY TAX (P.U) PAYMENT 1 (W.Q (DIST III))

Assessee No : 11074050024/
Premises and Street : 46A, ALIPORE ROAD
Mailing Address : 32, ARMENIAN ST.
KOLKATA

Pin Code: 700001

Owner :
M/S. RAHARI PROJECTS PVT LID

QTR	Rebate (Rs.)	Penalty (Rs.)	Interest (Rs.)	Payable (Rs.)
1/2012-2013	55.40	0.00	0.00	1053.00
2/2012-2013	55.40	0.00	0.00	1053.00
3/2012-2013	55.40	0.00	0.00	1053.00
4/2012-2013	55.40	0.00	0.00	1053.00
TOTAL AMOUNT PAID : Rs. 4212.00				1053.00

AMOUNT IN WORDS : Rupees Four Thousand Two Hundred Twelve only

Mode: Chq/DD No Chq/DD Date Bank Name Branch Name Amount (Rs.)
CASH 4212.00

TREASURER

SIGNATURE OF OPERATOR
E. and O.E.

Please do not cut off any part of this BARCODE

C/R

No.0677507

THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT

5, S. N. BANERJEE ROAD, KOLKATA - 700 013

MUTATION CERTIFICATE

CASE No.: 0/074/24-AUG-12/68703

SUB: Your application for mutation dated 24/08/2012

in respect

Premises Number:

42/2B, ALIPORE ROAD

Assessee No.:

110740500788

Nature of Premise: COR D'H

To,
Sri/Smt

M/S PAHARI PROJECTS PRIVATE LIMITED
REPRESENTED BY ONE OF DIRECTORS-NIRAJ KUMAR KAJARIA

Mailing Address of the Applicant (s):
42/2B, ALIPORE ROAD
KOLKATA-27

700027

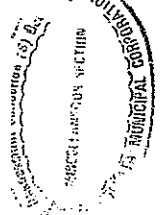
Dear Sir/Madam,

With reference to the aforesaid subject you are hereby informed that the prayer of mutation
been granted in your favour by this department on 24/08/2012 and henceforth
the person(s) who will be treated as owner(s)/person(s) liable to pay tax in respect of the premises in question is/
as follows.

M/S PAHARI PROJECTS PRIVATE LIMITED
REPRESENTED BY ONE OF DIRECTORS-NIRAJ KUMAR KAJARIA

Dated: 29/08/2012

Yours faithfully



Copy of the original assessment book
THE KOLKATA MUNICIPAL CORPORATION
MUNICIPAL ASSESSMENT BOOK
LANDS AND BUILDINGS
ASSESSMENT DEPARTMENT

Receipt No. A-222757 Date 4-2-13
 Amendment with Premises No. 472B w.e.f. 3/2013.
 Page No. approved by Chf. Manager (Revenue) 29.10.2013.

Borough No. Ward No. Street No. Premises No.

Name of the Street

Assessee No. Nathi No.

Operative G.R. Quarter

Character of the Premises

No. of Stores	Nature of use
1	D.H. + New Residential

Plot (in Sq. m.) Floor Covered (in Sq. m.)

Area (in Sq. m.)

Exemption, if any

Article	Section	%	Residential	Non-Res.

Classified Ownership

PARTICULARS OF SUBSEQUENT ALTERATIONS

1	2	3	4	5	6	7	8	9	10
Name and address of owner and/or person liable to pay consolidated tax.	Initial & date of the H.A./Asst. making correction	Annual Valuation	Assmt. tax	% of Consolidated rate	Date of alteration of Annual Valuation (Column 3)	Date of effect of alteration	Quarterly payable Consolidated rate	Amount of rebate if any, w.e.f. 1/1/63 @ 25% of Consolidated rate	Amount after allowing rebate (Col. 8 minus Col. 9)
1. Smt. Hemantkumari Samanta, 46A, Alipore Road, Kolkata.	Bank Correction by per order of A.P.E. (3/1/13)	1812	130%	130%	26-08-80	01-07-77	52.89	0.00	52.89
2. M/s. Lakshmi Projects (P) Limited, c/o. Konda Prasad Kojaria, 1st floor, 32, Premenjan Street, Kolkata.	Bank Correction by per order of A.P.E. (3/1/13)	3254	15.6%	15.6%	10-1-85	1-7-82	130.81	0.00	130.81
	Indefinite extension of time by Dy.A.P.E. (12/12/10)	4520	17.2%	17.2%	10-03-94	01-04-89	185.76	0.00	185.76
	Indefinite extension of time by Dy.A.P.E. (12/12/10)	7610	22.7%	22.7%	27-1-98	01-04-95	457.87	0.00	457.87
	Indefinite extension of time by Dy.A.P.E. (12/12/10)	10580	27.6%	27.6%	22-8-07	01-04-04	730.02	0.00	730.02
	Indefinite extension of time by Dy.A.P.E. (12/12/10)	11640	29.4%	29.4%	25-02-2011	01-04-07	855.54	0.00	855.54
	Indefinite extension of time by Dy.A.P.E. (12/12/10)	29850	40%	40%	19-06-2012	01-10-11	2985.00	0.00	2985.00
		34210			01-02-13	01-10-2012	3421.00	0.00	3421.00

PARTICULARS OF SUBSEQUENT ALTERATIONS

11	12	13	14	15	16	17	18	19	20	21	22
Quarterly House Bridge Tax as liable on the Annual Valuation (Column 3)	Proportional to Annual Valuation where applicable	Proportional to Quarterly rate	% of Surcharge	Amount of surcharge	Gross amount payable per quarter Column 16 or 17, & 15, 14 & 13, if any (rounded off to the nearest rupee)	Amount of General rebate @ 5% w.e.f. 2/1/63 (Column 17)	Net amount payable per quarter (rounded off to the nearest rupee)	Initial of Assessment Clerk/Head Assnt.	Initial of Authorizing officer u/s 19(4)	Quarter of Issuing of Fresh or Supplementary Bills as per alterations	REMARKS
247	3560	24564	50%	7773	6740	305	5809				
417	6480	47628	50%	12282	13554	675	12879				
540	14230	14230	50%	7115	19104	955	18059				
757	14230	14230	50%	7115	5240	2605	4955				
1329	14230	14230	50%	7115	26647	4330	8287				
1455	14230	14230	50%	7115	31020	5540	10570				
8737	14230	14230	50%	7115	27340	18670	32470				
4276	14230	14230	50%	7115	47750	20875	29660				

C. P. - 60-01-11-12-1,000.

H. S. Ghosh, Head Assnt. (P.A.)

H. S. Ghosh, Assistant Assessee/C Collector.

CERTIFIED TRUE COPY

No. 0677507

THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT

5, S. N. BANERJEE ROAD, KOLKATA - 700 013

MUTATION CERTIFICATE

CASE No.: 0/074/24-AUG-12/00703

SUB: Your application for mutation dated 24/08/2012

In respect.

Premises Number:

42/2B, ALIPORE ROAD

Assessee No.:

110740500708

Nature of Premise: COR D W

To,
Sri/Smt.

M/S PAHARI PROJECTS PRIVATE LIMITED
REPRESENTED BY ONE OF DIRECTORS-NIRAJ KUMAR KAJARIA

Mailing Address of the Applicant (s):
42/2B, ALIPORE ROAD
KOLKATA-27

700027

Dear Sir/Madam

With reference to the aforesaid subject you are hereby informed that the prayer of mutation
been granted in your favour by this department on 24/08/2012 and henceforth
the person(s) who will be treated as owner(s)/person(s) liable to pay tax in respect of the premises in question is/
as follows.

M/S PAHARI PROJECTS PRIVATE LIMITED
REPRESENTED BY ONE OF DIRECTORS-NIRAJ KUMAR KAJARIA

Dated: 29/08/2012

Yours faithfully



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MUNICIPAL ASSESSMENT BOOK
LANDS AND BUILDINGS
ASSESSMENT DEPARTMENT

Page No.

Borough No. Ward No. Street No. Premises No. Name of the Street
 074 05 66A Alipore Road
 Assessee No. Name No.
 11-074050047

Character of the Premises: No. of Stories Nature of use No. of Users: Residential Non-Res.
 11 D.H. + (D) Residential
 Area (in Sq. m.): Plot (in Sq. m.) Covered (in Sq. m.) Floor (in Sq. m.)
 Exemption, if any: Article Section %
 Classified Ownership Operative G.R. Quarter

PARTICULARS OF SUBSEQUENT ALTERATIONS

Year	Particulars	Area (in Sq. m.)	Value	Rate	Amount	Remarks
1907	18.20	2600	6400	0.00	58.89	
1908	15.67	1000	1300	0.00	130.83	
1909	17.27	1000	185.76	0.00	185.76	
1910	22.77	27198	431.87	0.00	431.87	
1911	27.67	22000	730.02	0.00	730.02	
1912	29.47	25000	855.84	0.00	855.84	
1913	40.7	19000	2985.00	0.00	2985.00	

PARTICULARS OF SUBSEQUENT ALTERATIONS

Year	Particulars	Area (in Sq. m.)	Value	Rate	Amount	Remarks
1914	61.00	3005	58.00	0.00	58.00	
1915	135.00	675	128.00	0.00	128.00	
1916	141.00	755	187.00	0.00	187.00	
1917	524.00	2605	495.00	0.00	495.00	
1918	866.00	4330	830.00	0.00	830.00	
1919	1108.00	5540	1053.00	0.00	1053.00	
1920	2734.00	18670	3247.00	0.00	3247.00	

32, A Yamanian Street, Kot of
 11-03-15-13-06 -55,000
 AAC 11-03-15-13-06 -55,000
 11-03-15-13-06 -55,000

16.5.11

8

THE KOLKATA MUNICIPAL CORPORATION
ASSESSMENT-COLLECTION (SOUTH) DEPTT.
5, S. N. BANERJEE ROAD, KOLKATA - 700 013

From : Asstt. Assessor-Collector (South)
Division No.
Assessment-Collection (South) Deptt.
Kolkata Municipal Corporation
5, S. N. Banerjee Road, Kol - 13

To : M/S. PAHARI PROJECTS. PVT LTD
C/O. KAMALA MAJUMDAR
32. ARMENIAN STREET
KOL. 700001

Sub. : Your application for Mutation / Apportionment
/ Mutation-Separation / Mutation / Amalgamation
for Prs. No. 46A, AMPORE ROAD

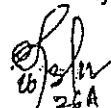
Assessee No. 11-074-05-00247

Dear Sir / Madam,

With reference to your application as mentioned above, this is to inform you that the said application has been examined and approved by the appropriate authority BMC(R)/CM(A) Assessor-Collector(S) Deputy Assessor-Collector(S) on 10.3.2012.

The Annual Valuation for your premises has been proposed at Rs. 29,850/- including (Rupees. ~~NRAY. Rs. 14230/-~~ w.e.f. 3/11/12...) w.e.f. If you agree to accept the above Valuation, you are requested to meet the u/s within seven days from the date of receipt of this letter, with a declaration made on a Rs.10/- Non Judicial Stamp-paper to this effect, failing which, we will process the case for hearing of the proposed valuation.

Yours faithfully,


Asstt. Assessor-Collector (South)
16.3.12

No. 0677507

10

THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT

5, S. N. BANERJEE ROAD, KOLKATA - 700 013

MUTATION CERTIFICATE

CASE No.: 0/074/24-AUG-12/68703

SUB : Your application for mutation dated 24/08/2012 in respect

Premises Number: 42/2B, ALIPORE ROAD
Assessee No.: 110740500788

Nature of Premise: COR D H

To,
Sri/Smt

M/S PAHARI PROJECTS PRIVATE LIMITED
REPRESENTED BY ONE OF DIRECTORS-NIRAJ KUMAR KAJARIA

Mailing Address of the Applicant (s):
42/2B, ALIPORE ROAD,
KOLKATA-27

700027

Dear Sir/Madam,

With reference to the aforesaid subject you are hereby informed that the prayer of mutation
been granted in your favour by this department on 24/08/2012 and hence
the person(s) who will be treated as owner(s) / person(s) liable to pay tax in respect of the premises in question is
as follows.

M/S PAHARI PROJECTS PRIVATE LIMITED
REPRESENTED BY ONE OF DIRECTORS-NIRAJ KUMAR KAJARIA

Dated: 29/08/2012

Yours faithfully

0843426 THE KOLKATA MUNICIPAL CORPORATION

DEPARTMENT: ASSESSMENT COLLECTION

RECEIPT: 022355 DATE: 04/02/2013 TIME: 12:54:00

AF-0843426

ZONE/BOROUGH: 1

OPERATOR: 16027

COUNTER: 1

074

SHYAMAL MITRA

REGULARS: PROPERTY TAX
 (Fresh/Supplementary) PAYMENT

COLLECTION CENTRE: 1 (H.O (DIST - III))

Assessee No: 110740500247
 Premises and Street: 46A, ALIPORE ROAD
 Mailing Address: 32, ARMENIAM ST.
 KOLKATA

Pin Code: 700001

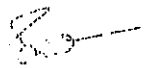
Owner:
 M/S. PAHARI PROJECTS PVT LTD

From Qtr	To Qtr	Type	Rebate (Rs.)	Penalty (Rs.)	Interest (Rs.)	Payable (Rs.)
3/2012	3/2012	S	22.05	0.00	0.00	419.00
4/2012	4/2012	S	22.05	0.00	0.00	419.00

TOTAL AMOUNT PAID : Rs. 838.00

AMOUNT IN WORDS : Rupees Eight Hundred Thirty Eight only

Mode	Chq/DD No	Chq/DD Date	Bank Name	Branch Name	Amount (Rs.)
CASH					838.00


 ASSURER

E. and O.E.


 SIGNATURE OF OPERATOR



Use do not fold & put any mark on BARCODE

651/14 Power of Attorney

LV 402/14

भारतीय न्यायिक

पचास
रुपये

₹.50



FIFTY
RUPEES

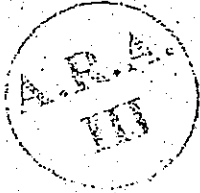
RS.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 886297

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.



Additional Registrar
of Assurances-III, Kolkata

Additional Registrar Assurances-II
Kolkata

16 JAN 2014

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, PAHARI PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 32, Armenian Street, Police Station Burrabazar, Kolkata 700001 and Income Tax Permanent Account No.AABCP6984E, represented by its director Mr. Niraj Kumar Kajaria and hereinafter referred to as "the APPOINTOR" SEND GREETINGS -

1103

NAME.....
 ADD.....
 RE.....
 17 SEP 2018
 E. CHANDRASEKAR
 CHANDRASEKAR
 P. O. No. 1, K. R. Road, K. R. Road

202 ✓

SUPERDAROND VATHIA LLP

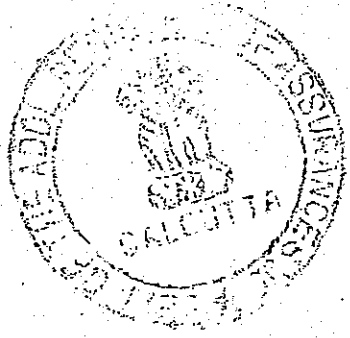
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203 ✓

PAHARI PROJECTS PVT. LTD.

Uraj Kojaria
Director



Identified by me

[Handwritten signature]

S/O Aron Kumar Ghosh

4E3 F, HASTINGS CHAMBERS

70, RAJ ROY ROAD

BARAKATA, COO CUI

K. R. ROAD STREET

POST BOX NO. 1000

DTC

A. The Appointor is the absolute exclusive owner of and fully seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the premises no. 46A, Alipore Road, Kolkata - 700027 (formed after amalgamation of previous Premises nos. 46A, 46B, 46C, 42/2A and 42/2B Alipore Road which have been all been amalgamated together and renumbered into a single premises) comprising of land measuring about 16 cottahs and 25 square feet be the same a little more or less together, with structures constructed thereon and morefully described in the Schedule written hereunder and hereinafter referred to as the "said Property"

B. The Appointor has granted development rights in respect of the said Property to SUPERDIAMOND VATIKA LLP (hereinafter referred to as "the Developer") on the terms and conditions recorded in a Development Agreement dated 13th September, 2013 (hereinafter referred to as "the Development Agreement") and registered at the office of the Additional Registrar of Assurances - I, Kolkata Being No. 08982, for the year 2013 whereunder a new building ("New Building") shall be constructed on the said Property and all saleable constructed spaces in the New Building together with an undivided, indivisible, impartible proportionate share and/or interest in the land and the common portions comprised in the said Property shall be marketed and sold and the sale proceeds shall be distributed between the Appointor and the Developer in the manner mentioned in the Development Agreement ("Project").

C. Under the Development Agreement the Appointor is required to grant a Power of Attorney in favour of the Developer and/or its nominees and this Power of Attorney is being granted in terms thereof for facilitating the development, construction and sale of the Project by the Developer.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, the Appointor herein do hereby nominate, constitute and appoint (1) SUPERDIAMOND VATIKA LLP, a limited liability partnership formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Alom House, 2nd Floor, 7B, Pretoria Street, Kolkata - 700 071 acting through any of its Partners/Officers (2) VIVEK KAJARIA son of Sheo Kumar Kajaria of Alom House, 2nd Floor, 7B, Pretoria Street, Kolkata - 700 071 and (3) NAVIN BHARTIA son of Satya Narain Bhartia of 12, Government Place East, 3rd Floor, Kolkata - 700 069 hereinafter referred to as "the said Attorneys" to be our true and lawful Attorneys for us and in our name and on our behalf to jointly and/or severally act and/or do, perform, exercise and execute or cause to be done, performed, exercised and executed the following acts, deeds, matters and things relating to the said Property and to exercise all or any of the following powers and authorities relating to the Project and/or the development and sale of the said Property:

1. To look after, manage and protect the said Property and the possession thereof and for the said purpose to appear and represent us before all government departments, relevant authorities, bodies, entities, officers, etc. ("Authorities") in respect of the said Property and the Project and to take all steps and do all acts, deeds, matters and things as the said Attorneys shall think fit and proper
2. To demolish, erect, construct and/or repair the boundary walls in and around of the said Property or any portion thereof.
3. To have the land comprised in the said Property to be surveyed and the soil tested and for the aforesaid purpose to do all other acts deeds and things as may be necessary and or required.



204
C

Bhar...

(N RVIN KUMAR BHARTIA)

Identified by me

Sudhanshu Ghosh

40 Arun Kumar Chhosh

4E X F, HASTINGS CHAMBERS

7C, KSBLEY ROAD

KOLKATA - 700 011

F.S. HARE STREET

PROFESSION - SERVICE

~~Signature~~

INSPECTOR GENERAL
POLICE

9 JAN 2016

4. To apply for and obtain all necessary sanctions, permissions, approvals, clearances, exemptions, consents, no objections, registrations, licences, declarations, etc. (collectively "Approvals") relating to the said Property or any portion thereof and/or or required for the Project including the development, construction and/or sale of the New Building at the said Property.
5. To make, prepare, sign, apply for, obtain and get sanctioned a plan or plans and/or fresh, modified or revised plan or plans by the Kolkata Municipal Corporation and/or any other concerned body or authority in respect of the said Property or any portion thereof and for the said purpose to prepare and make applications and to sign, execute, verify and/or affirm all maps, plans, drawings, applications, letters, communications, documents, statements, undertakings, declarations, representations, petitions, affidavits, papers and writings as may be required and also to do all acts, deeds, things and matters concerning or relating to sanction and/or modifications of plans as aforesaid and/or ancillary and/or incidental thereto and to present, submit and/or deliver the same or any of them to the Kolkata Municipal Corporation and/or to other concerned authority or body as may be deemed necessary by the said Attorneys and to appear before any of authorities and to fully and effectually represent the Appointor in all matters and proceedings relating to the above.
6. To deposit and/or pay sanction and/or other fees, charges, expenses etc. relating to the said Property and/or the Project to any authority or body including the Kolkata Municipal Corporation and to withdraw fees, and documents and receive refund of the excess amount, if any, paid to such authority or body and to give valid receipts and discharges thereof.
7. To sign, execute and if necessary register the deeds, documents and papers for creating mortgage/charge over the said Property or any portion thereof in favour of the Financier for raising of the Project Finance by the Developer in terms of the Development Agreement and to deposit the Original Title Documents of the said Property with the Financier as security for the same Provided However that the Financier shall not have any right or lien in respect of the Appointor's Allocation of Sale Proceeds and provided further that the Appointor shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same
8. To appoint Engineers, Architects, Contractors, Sub-Contractors and other Consultants, etc. for the Project as the said Attorneys shall think fit and proper and to make payment of their fees and charges.
9. To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.
10. To take all steps and to do all acts, deeds, matters and things that may be necessary or required for enabling the Developer to obtain the Approvals and to construct, complete and sell the New Building in terms of the Development Agreement
11. To construct and complete the New Building according to the sanctioned building plan and to take all steps regarding the same.
12. To take all steps for development on the said Property, for construction and completion of the New Building thereon, for marketing, sales and transfer of all salable spaces and other rights in the New Building and/or the Project in terms of

the Development Agreement including any addition, amendment, modification and/or alteration thereof.

13. To apply for and obtain all necessary Approvals and connections (temporary or permanent) from the Authorities relating to the said Property or any portion thereof including those relating to electrical, sewerage, drainage, water, telephone, gas, lift and other utility connections from the respective relevant authorities and/or for making alterations therein and for the said purposes to appear and represent the Appointor and to do and perform all acts, deeds, matters and things and to prepare, sign, execute, verify, affirm and submit all maps, plans, applications, letters, communications, documents, petitions, affidavits, papers and writings for and on behalf of and in the name of the Appointor as may be deemed necessary by the said Attorneys from time to time.
14. To appear and represent the Appointor before the Kolkata Municipal Corporation, Building Tribunal and other authorities concerned regarding any notice received or served in respect of the said Property and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Appointor before the authorities concerned.
15. To appear and represent the Appointor in all matters relating to the said Property and/or the Project before the Authorities including the Kolkata Municipal Corporation (including its Survey, Drainage, Water and other Departments), Kolkata Metropolitan Development Authority, Fire Services Department, West Bengal and Kolkata Police, C.E.S.C etc. and for such purposes to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorneys may deem fit and proper.
16. To make payment of all rates, taxes, revenues, statutory dues, charges, expenses and other outgoings whatsoever payable in respect of the said Property or any part thereof to the Kolkata Municipal Corporation and/or any other authority or authorities and for that purpose to sign execute and submit all papers, statements, etc. as may be required.
17. To appear and represent the Appointor relating to the said Property before the Authorities including the concerned departments and officers of Kolkata Municipal Corporation for all purposes relating to the said property including fixation, finalization, revaluation and/or assessment of the annual valuation of the said Property and/or the municipal taxes and/or land revenue and for such purposes to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorneys may deem fit and proper.
18. To accept receive sign and acknowledge all notices and service of papers from any Court, Tribunal, Postal Authorities and or other authorities and/or persons and also all registered or insured letters parcels etc. relating to the said Property.
19. To issue letters and/or notices to such persons and entities as may be deemed necessary by the said Attorneys and to file, institute, commence, continue, prosecute, enforce, be added as a party to, defend, conduct, answer, oppose, contest and continue all suits, actions, arbitration proceedings and other legal proceedings concerning the said Property as may be deemed necessary by the said Attorneys in the Union of India in any Court of law or before any Arbitral Tribunal or before any authority, Civil, Criminal or Revenue, both original and appellate, and to appear and fully represent the Appointor before all magistrates and other

on behalf of the Appointor and to take all necessary steps to do all necessary acts, deeds, matters and things including preparing, filling up, completing, signing and submitting all papers, documents, forms, declarations, statements, memo of consideration and writings to be submitted at the time of registration of the said agreements and deeds which may be required for fully, properly and effectually selling, transferring conveying or otherwise disposing of all saleable spaces in the New Building with undivided proportionate share in land in favour of the intending purchasers/transferees and for getting the relevant deeds and agreements in respect thereof duly and properly registered under the Indian Registration Act, 1908, if necessary.

25. To terminate at the directions of the Developer any of the aforesaid contracts or agreements with any person or persons and to deal with the relevant spaces and rights of such person or persons in such manner as the Developer may deem fit and proper.
26. To allow access for Internal Flat Finishing and/or deliver possession of all saleable spaces in the New Building to the intending Purchasers.
27. For better and more effectually exercising all or any of the powers and authorities herein granted, to retain, appoint and employ Advocates, Solicitors, lawyers etc. relating to the said Property and/or the Project and to pay their fees and costs.
28. To pay, incur and deposit such sum or sums of money for any of the purposes mentioned herein relating to the said Property as the said Attorneys may deem fit and proper including Court fees, stamp and registration fees, other fees etc., and to receive refunds thereof and to grant valid receipts and discharges in respect thereof.
29. For all or any of the purposes hereinbefore stated to appear and fully represent the Appointor in relation to the said Property and/or any portion thereof before all concerned authorities and officials, Central and State Government Departments and/or its officers and also all other State Executive Judicial or Quasi Judicial, Municipal and other authorities bodies or persons and also all Courts and Tribunals having jurisdiction and to sign, execute and submit all papers, deeds, agreements, declarations, maps, plans, documents etc. relating to the said Property.
30. For all and/or any of the purposes mentioned and/or intended herein, to sign, execute, verify and/or affirm for and on behalf of and in the name of the Appointor all maps, plans, applications, letters, communications, undertakings, indemnities, declarations, assurances, agreements, deeds, documents, papers, writings and pleadings as may be deemed necessary by the said Attorneys.
31. For all or any of the purposes mentioned and/or intended herein, to represent the Appointor and to do all acts, deeds, things and matters concerning or connected with or touching or relating to the same and/or the said Property and/or the Project and/or ancillary and/or incidental thereto.
32. In general to do all other acts deeds matters and things whether specified or not, for us in our name and on our behalf relating to the said Property as the said Attorneys or any of them shall think fit and proper as amply and effectually and to all intents and purposes as we could do notwithstanding no express power or authority in that behalf being herein provided.

AND it is expressly made clear that the terms that have not been defined herein shall have the same meaning as defined in the Development Agreement.

AND it is expressly made clear that all the powers and authorities granted hereby can be exercised by any one of the said Attorneys and it shall not be necessary for all of them to act jointly

AND it is further made clear that the powers and authorities hereby given and granted to and conferred upon our said Attorneys, shall in case of the first named Attorney being Superdiamond Varika LLP be available for exercise and may be exercised by any partner, officer or authorized representative of the said first named Attorney who may be authorized by its partners from time to time

AND notwithstanding anything to the contrary contained in the Development Agreement and/or this Power of Attorney, it is expressly made clear that the respective responsibilities, obligations and rights of the Appointor (in its capacity as the owner of the said Property) and the Developer shall continue to be as per Development Agreement

AND notwithstanding anything to the contrary contained in the Development Agreement and/or this Power of Attorney, it is expressly made clear that the power for booking and sale of the saleable spaces in the New Building shall become effective upon sanction of the Building Plan and obtaining of all Approvals required for commencement of construction.

AND We do hereby ratify and confirm and agree and undertake to ratify and confirm all the acts, deeds, matters, things, powers and authorities that the said Attorneys shall do, execute, perform and/or exercise or cause to be done, executed, performed and/or exercised by virtue of these presents and/or in exercise of the powers and authorities hereunder conferred upon and/or intended in favour of the said Attorneys and the same shall be binding upon us in the same manner as if the same were done by us.

AND the said Attorneys have accepted the powers and authorities conferred on them by these presents and in acknowledgement thereof they have signed at the end of these presents.

THE SCHEDULE ABOVE REFERRED TO :
("the said Property")

ALL THAT the piece or parcel of land measuring about 16 cottahs and 25 square feet be the same a little more or less together with building and structures constructed thereon measuring about 6300 square feet and lying, situate at and being amalgamated premises no. 46A, Alipore Road, Kolkata 700027 under Police Station Alipore within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner following that is to say :-

- On the North : By Premises No. 42/1A Alipore Road;
- On the East : By Alipore Road;
- On the South : By Common Passage and thereafter by Premises Nos. 48, and 48A, Alipore Road; and
- On the West : Partly by Premises No. 11, Ashoka Road and partly by Common Passage.

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

IN WITNESS WHEREOF the Appointor has executed these presents this 18th day of September two thousand and thirteen.

SIGNED AND DELIVERED by the within-named APPOINTOR at Kolkata in the presence of

PAHARI PROJECTS PVT LTD.

[Signature]
(KUMAR KINSHUK)
ADDRESS 129, PARK STREET

[Signature]
Director

[Signature] (SOUPIYA BHOSH)
11, K. R. CHAND ROAD, KOLKATA - 700 001

Power accepted by us on behalf of
MR. SUPERDIAMOND VATIKA LLP.


[Signature]
PARTNER
(Superdiamond Vatika LLP)

[Signature]
(Vivek Kajaria)

[Signature]
(Navin Bhartia)

[Signature]

Prepared by : R. Ginodia & Co.
7C, Kiran Shankar Roy Road
Kolkata - 700 001.


Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 00402 of 2014
(Serial No. 00651 of 2014 and Query No. 1903L000000907 of 2014)

On 15/01/2014

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

Presented for registration at 17 40 hrs on 15/01/2014. at the Private residence by Vivek Kajaria one of the Claimants

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

Execution is admitted on 15/01/2014 by

1. Niraj Kumar Kajaria
Director, Pahari Projects Private Limited, 32, Armenian Street, Kolkata, District:- WEST BENGAL
India, Pin :-700001
By Profession : Others

2. Vivek Kajaria
Partner, Super Diamond Vatika L L P, Alom House, 7 B Pretoria St., Kolkata: District - WEST
BENGAL, India, Pin :-700071
By Profession : Others

Vivek Kajaria, son of Sheo Kumar Kajaria, 7 B, Pretoria Street, Kolkata, District:- WEST BENGAL
India, Pin :-700071, By Caste Hindu, By Profession : Others

Navin Kumar Bhartia, son of Satya Narain Bhartia, 12, Govt. Place Eaststreet, Kolkata, District - WEST
BENGAL, India, Pin :-700069, By Caste Hindu, By Profession : Others

Identified By Soumya Ghosh, son of A. K. Ghosh, 7 C, K. S. Roy Road, Kolkata, District : WEST
BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 16/01/2014

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 48(d) of Indian Stamp Act 1899.

Payment of Fees:

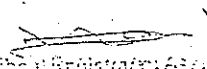
Amount By Cash

Rs. 7 00/-, on 16/01/2014

(Under Article E = 7/- on 16/01/2014)

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 - /-


Additional Registrar of Assurance
Kolkata

16 JAN 2014 Sanatan Maity

ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 1 of 7

Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 00402 of 2014
(Serial No. 00651 of 2014 and Query No. 1903L000000907 of 2014)

Certified that the required stamp duty of this document is Rs - 50 /- and the Stamp duty paid as
impresive Rs - 50/-


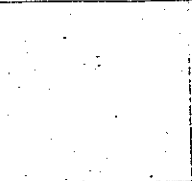
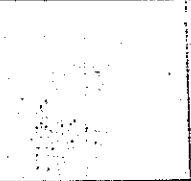
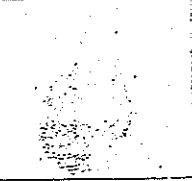
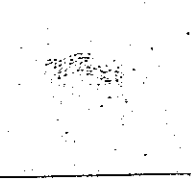
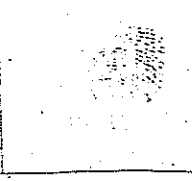


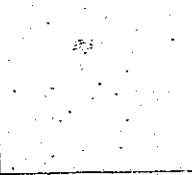
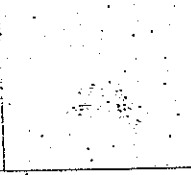
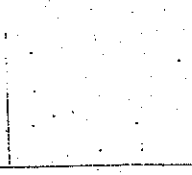
(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Additional Registrar of Assurance - III
Kolkata -


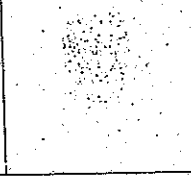
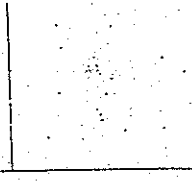
16 JAN 2014
ADDITIONAL REGISTRAR OF ASSURANCE-III

Endorsement Page 2 of 2


SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
	(Left Hand)					
	Little	Ring	Middle	Fore	Thumb	
						
	(Right Hand)					
	Thumb	Fore	Middle	Ring	Little	
						

Signature : *Ujjay Kojariya*

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

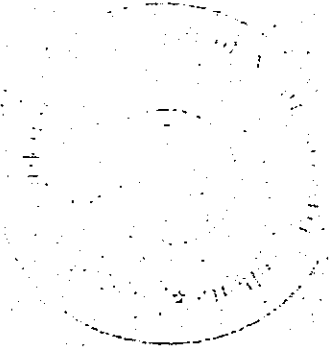
Signature : *Ujjay Kojariya*

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

Signature : *Ujjay Kojariya*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - Iv
CD Volume number 1
Page from 4966 to 4980
being Lic 00302 for the year 2014



[Handwritten signature]

(Sahantan Khaty) 17-January-2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

31/1/14

DATED THIS 12th DAY OF SEPTEMBER 2013

FROM

PAHARI PROJECTS PRIVATE LIMITED

TO

SUPERDIAMOND VATIKA LLP

VIVEK KAJARIA

NAVIN BHARTIA

POWER OF ATTORNEY

R. Ginodia & Co.
Advocate
7C, Kiran Shankar Roy Road
Kolkata- 700 001.

S-4294/08

1-03891/09



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

सत्यमेव जयते

INDIA

18/12/09

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 108992

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.

Dist. Sub-Registrar-I
Alipore, South 24 Parganae

18 DEC 2009



THIS INDENTURE made this 18th day of December, 2009 B E T W E E N (1) SRI HIMADRI SANYAL, son of Late Hemendranth Sanyal, by faith Hindu, by occupation business,

80518

18 DEC 2009

To..... Date.....
Sold to Niraj Kajaria
Address 32 Aminian St Kol
Rs. 1000 P.P.....

L. D. VENDOR
HIGH COURT, CAL



[Handwritten signature]

District Sub-Registrar-1
Alipore, South 24 Parganas

18 DEC 2009

Identified by me
[Signature]
(Ashish Chitransuvala)
Advocate, High Court
Calcutta

by Nationality - Indian Citizen residing at Chetla Dipanwita Housing Co-operative Society Limited, Flat No.W-1/13, Premises No.78, Chetla Road, P.S. Chetla, Calcutta-700 027 and (2) SMT. TAPASRI MUKHERJEE, wife of Sri Sovan Mukherjee and also daughter of Late Hemendranath Sanyal by faith Hindu, by occupation Housewife by Nationality-Indian Citizen and residing at No.46A, Alipore Road, P.S. Alipore, Calcutta-700 027 hereinafter jointly 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, legal representatives and assigns) of the ONE PART;

A N D

M/S. PAHARI PROJECTS PRIVATE LIMITED, 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.700 001 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;

W H E R E A S :

1. At all material times and until as hereinafter mentioned one Smt.Trailakya Mayee Dasi, widow of 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 24 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 therein-named for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Kedarnath Sanyal, the Purchaser therein-named All That the said Entire Land 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 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 seized 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".

5. The said Kedarnath Sanyal became 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 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.I, 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 Chakraborty 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 aid 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.

14. By a Deed of Partition dated the 28th day of 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 Hemendranath 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 Entire Property to the Kolkata Municipal Corporation for the purpose of vesting the said passage as a public lane.

17. In the premises the said Hemendranath Sanyal became seised and possessed of or otherwise well and 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 the said Himadri Sanyal, the Vendor No.1 herein, 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, the Vendor No.2 herein, 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 Rama Sircar 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 the 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 398 Being 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 therein-named, 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 Manojit Sanyal and Biswajit Sanyal and his only daughter Ashmita 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 re-numbered 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/decreed.

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 Manojit 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 vendors are seised and possessed of or otherwise well and sufficiently entitled to in equal shares 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 little more or less situate lying at and being premises no.46A, Alipore Road, Kolkata-700 027 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 are two monthly tenants namely (1) Puranmal

Gupta and (2) Gopal Chandra Das in respect of two separate Shop-rooms at ground floor of the said property hereby sold and conveyed.

39. The Vendors have 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 thereto bordered Red and hereinafter for the sake of brevity referred to as the "said premises" at or for the price or consideration of Rs. 80,00,000/- (Rupees Eighty lacs only) free from all encumbrances and liabilities whatsoever save and except the two monthly tenancies as aforesaid.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.80,00,000/- (Rupees Eighty 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, sale, convey, transfer assign and assure unto and in favour of the Purchaser 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 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 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 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 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 but 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 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 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 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, lispens, 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 FIRST SCHEDULE ABOVE REFERRED TO

PART-I

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 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.

P A R T - 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 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 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 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	:	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 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
the VENDORS at Kolkata in the
presence of :-

Himadri Sanyal AKFPSOIII F
Topassri Mukherjee

(1) *Sovan Mukherjee*

(2) *Ashish Chircanswala*
Advocate
Hgh. Court, Calcutta

SIGNED, SEALED AND DELIVERED by
the PURCHASER at Kolkata in the
Presence of :-

PAPAM PROJECTS PRIVATE LTD

Niraj Kumar Hajra.
Director

(1) *Sovan Mukherjee*

AGCPK9823B.

(2) *ASHISH Chircanswala*

RECEIVED from the withinnamed Purchaser
the withinmentioned sum of Rs.
80,00,000/- (Rupees Eighty 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. 80,00,000/-

MEMO OF CONSIDERATION

1. Paid by the purchaser to Sri Himadri
Sanyal by Pay Order No. 275520 dated
17.12.2009 drawn on Citibank, N.A.
Kolkata.

Rs. 40,00,000/-

2. Paid by the purchaser to Smt Tapasri
Mukherjee by Pay Order No. 275521 dated
17.12.2009 drawn on Citibank, N.A.
Kolkata.

Rs. 40,00,000/-

Total: Rs. 80,00,000/-

Witnesses:

1) *Sovan Mukherjee*

Himadri Sanyal
Tapasri Mukherjee

2) *Ashish Chircawala*

Drafted by me
[Signature]
Adv.
Sanjay Jhunjhunwala,
Advocate,
6, Old Post Office Street,
3rd Floor, Kolkata-700001.

SPECIMEN FORM FOR TEN FINGER PRINTS



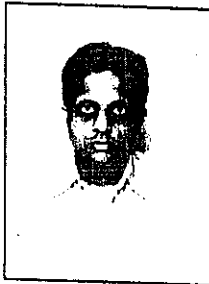
Himarabti Sanyal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



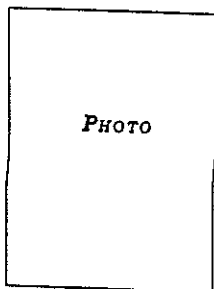
Tapassii Mukherjee

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Ujjat Kumar Dasgupta

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

DEED PLAN

PRE. NO.46A ALIPORE ROAD

P.S.-ALIPORE, KOLKATA-27.

AREA OF LAND.=2-K 2 CH 12 SFT

AREA SHOWN IN RED BORDER. []

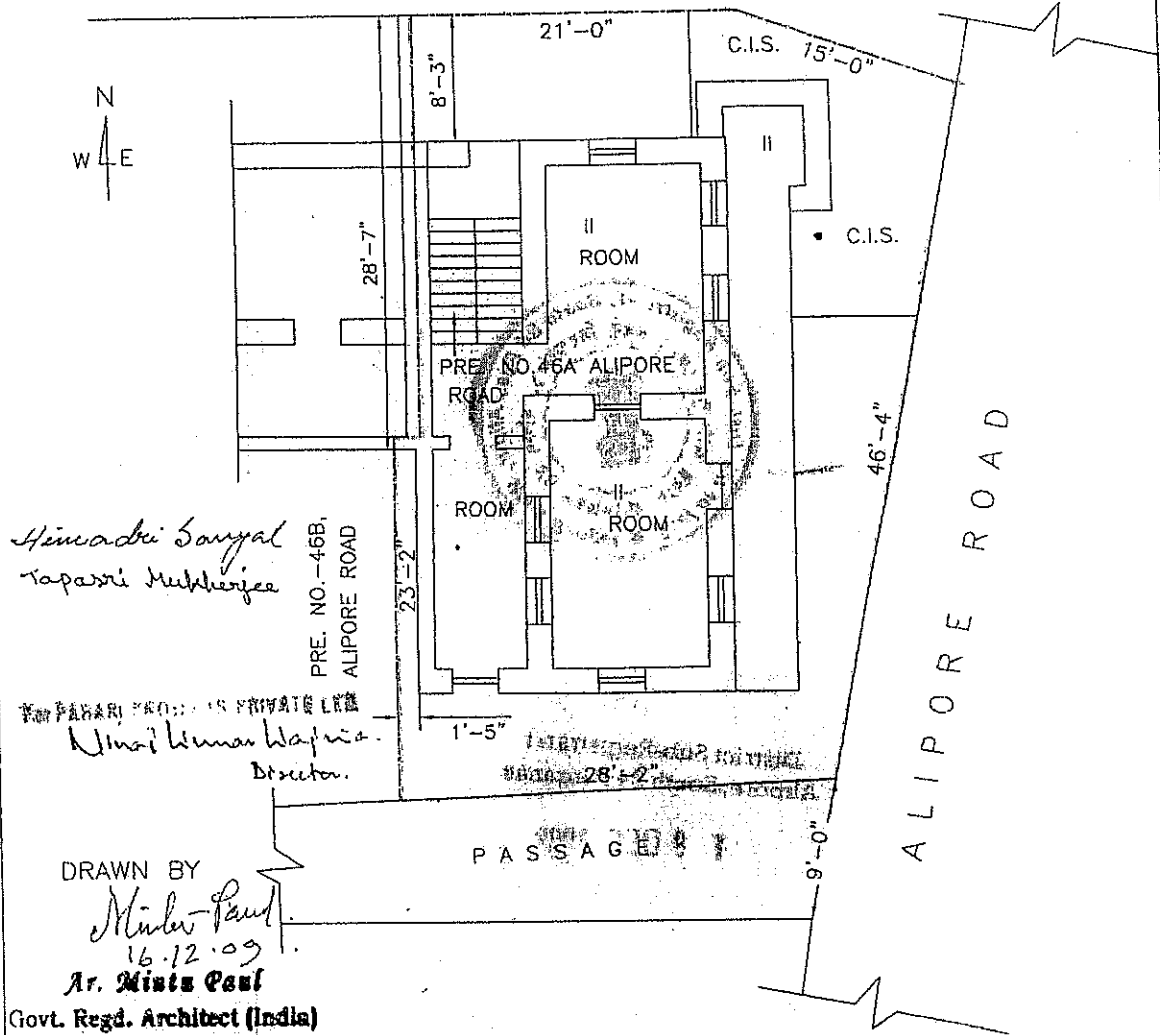
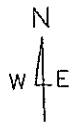
SCALE-1"=10'-0"

VENDORS-1. SRI HIMADRI SANYAL

2. SMT. TAPASRI MUKHERJEE

VENDEE - BAHARI PROJECTS PVT. LTD.

PRE. NO.-42/2, ALIPORE ROAD





Himadri Sanyal
Tapasri Mukherjee
PRE. NO.-46B,
ALIPORE ROAD
For BAHARI PROJECTS PRIVATE LTD
Uma Kumar Wapria
Director.

DRAWN BY
Mintu Paul
16.12.09
Ar. Mintu Paul







Govt. Regd. Architect (India)
L.B.A. No.-CA/2002/29737
Dulliya, Andul, Howrah-711302

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the D.S.R.-I SOUTH 24-PARGANAS, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 04294 / 2009, Deed No. (Book - I , 03891/2009)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Niraj Kumar Kajaria	 18/12/2009	 LTI 18/12/2009	<i>Niraj Kumar Kajaria</i> 18/12/09

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Himadri Sanyal Address -Chetla Dlpnawita Housing Co Operative Society Ltd. Flat No W-1/13, Premises No 78, Chetla Road Kolkata	Self	 18/12/2009	 LTI 18/12/2009	<i>Himadri Sanyal</i>
2	Tapasri Mukherjee Address -46 A, Alipore Road Kolkata	Self	 18/12/2009	 LTI 18/12/2009	<i>Tapasri Mukherjee</i>
3	Niraj Kumar Kajaria Address -32, Armenian Street Calcutta	Self	 18/12/2009	 LTI 18/12/2009	<i>Niraj Kumar Kajaria</i>

Name of Identifier of above Person(s)
 Ashish Chiranewala
 PS-., High Court Calcutta

Signature of Identifier with Date

Ashish Chiranewala 18/12/09

Abani Kumar Dey

(Abani KumarDey)
 DISTRICT SUB-REGISTRAR-I
 Office of the D.S.R.-I SOUTH 24-PARGANAS

18/12/09



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

Endorsement For Deed Number : I - 03891 of 2009
(Serial No. 04294 of 2009)

On 18/12/2009

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

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

Payment of Fees:

Fee Paid in rupees under article : A(1) = 88341/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 18/12/2009

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.-8031990/-

Certified that the required stamp duty of this document is Rs.- 562259 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 561500/- is paid, by the draft number 308278, Draft Date 14/12/2009, Bank Name State Bank Of India, Brabourne Rd, received on 18/12/2009

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

Presented for registration at 13.21 hrs on :18/12/2009, at the Office of the D.S.R.-I SOUTH 24-PARGANAS by Niraj Kumar Kajaria,Claimant.

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

Execution is admitted on 18/12/2009 by

1. Himadri Sanyal, son of Late Hemendranath Sanyal , Chetla Dipanwita Housing Co Operati Flat No W-1/13, Premises No 78, Che Kolkata,pan No-akfps0111f , Thana Chetla,Pin 700027, By Caste Hindu, By Profession : Business
2. Tapasri Mukherjee, wife of Sovan Mukherjee , 46 A, Alipore Road Kolkata , Thana Alipore,Pin 700027, By Caste Hindu, By Profession : House wife
3. Niraj Kumar Kajaria, Director, M/s. Pahari Projects Private Limited,, 32, Armenian Street, Kolkata - 700001, P. S. - Burrabazar, By Profession : Business
Identified By Ashish Chiranewala, son of . . , High Court Calcutta ,Thana: ., By Caste: Hindu, By Profession: Advocate.

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

(Abani KumarDey)
DISTRICT SUB-REGISTRAR-I



DATED THIS 18th DAY OF DECEMBER 2009

BETWEEN

SRI HIMADRI SANYAL & ANR

AND

M/S. PAHARI PROJECTS PRIVATE

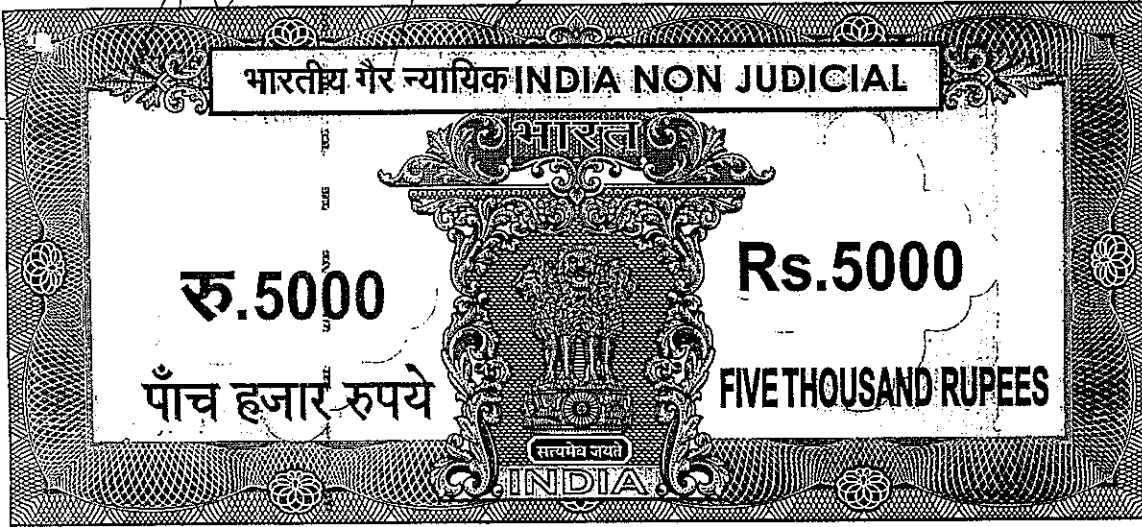
LIMITED

C O N V E Y A N C E

P. D. HIMATSINGKA & CO.,
Solicitors & Advocates,
6, Old Post Office Street,
Calcutta - 700 001.

10/3/09/2010

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12/4/10 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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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.

[Signature]
Dist. Sub-Registrar-I
Alipore, South 24 Parganas

12 APR 2010

THIS INDENTURE made this 12th day of April, 2010 BETWEEN (1) SRI DEBASISH SANYAL, PAN NO. AITPS 6223N, (2) SRI SUBHASIS . SANYAL, PAN NO. CBKPS 7570J and (3) SRI SNEHASIS SANYAL, PAN NO. AJYPS 3783P, all sons of Khagendra Nath Sanyal, deceased, by faith Hindu, by occupation land-holders and all residing at Panihati, P S. Khardah, Pin Code 700 114 in the District of 24 Parganas (North), West Bengal (4) SMT. JAYASREE FRANCIS, PAN NO. AARPF3445R, wife of Sri Steven Francis and

SL. No. 429 DATE 10 APR 2010
NAME Pahasi Projects Pvt. Ltd
ADD 32, Armenian Street Kat-1
AMT 5000/- Fire Insurance

[Signature]
LICENSED STAMP VENDOR
CALCUTTA REGISTRAR OFFICE

LICENSED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE



Identified by me
[Signature]
Ashish Chitravandana
Advocate
High Court, Calcutta.

[Signature]
District Sub-Registrar-1
Alipore, South 24 Parganas
12 APR 2010

also daughter of Birendra Nath Sanyal, deceased, by faith Hindu, by occupation Housewife, residing at No.78, Chetla Road, P.S. Chetla, Kolkata-700 027 in the district of 24 Parganas (South) (5) **SMT.SUVASREE RAY CHOWDHURY**, PAN NO.A0PPR 1141Q, wife of Pradip Ray Chowdhury and also daughter of the said Birendra Nath Sanyal, deceased, by faith Hindu, by Occupation Housewife, residing at Tollygunge Central Government Quarter, Type-II, Block 'C', Flat No.78, Pin Code No.700 040 in the District of 24 Parganas (South); (6) **SMT. SHYAMASREE DAS**, PAN NO.AOWPD 5342L, wife of Sri Subir Das and also daughter of the said Birendra Nath Sanyal, deceased, by faith Hindu, by occupation Housewife, residing at No.20, Chetla Hat Road, P.S. Chetla, Pin Code No.700 027 in the district of 24 Parganas (South) (7) **SMT. TANUSREE SANYAL**, PAN NO.BYCPS 1850B, daughter of the said Birendra Nath Sanyal, deceased, Hindu lady, residing at No.46B, Alipore Road, P.S. Alipore, Pin Code No.700 027, in the district of 24 Parganas (South) (8) **SRI SAIKAT SANYAL**, PAN NO.AKKPS 21625, son of the said Birendra Nath Sanyal, deceased, by faith Hindu, by occupation service, residing No.46B, Alipore Road, P.S. Alipore, Pin Code No.700 027 in the district of 24 Parganas (South) (9) **SRI HIRENDRA NATH SANYAL**, PAN NO.BRFPS 3645J, son of Rabindra Nath Sanyal, deceased, by faith Hindu, by occupation retired, residing at No.46B, Alipore Road, P.S. Alipore, Pin Code No.700 027, in the district of 24 Parganas (South) (10) **SMT. BHARATI SANYAL**, PAN NO.AIUPS 5763J, wife of the said Hirendra Nath Sanyal, by faith Hindu, by occupation Housewife, residing at No.46B, Alipore Road, P.S. Alipore, Pin Code No.700 027, in the district of 24 Parganas (South) and (11) **SMT.SARMISTHA GHOSH**, PAN NO.ACXPG 3869L, wife of Sri Santanu Ghosh and also daughter of the said Sri Hirendra Nath Sanyal, by faith Hindu, by occupation Service, residing at No.538, Block-'N', New Alipore, P.S. New Alipore, Pin Code No.700 053 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.AABCP 6984E, 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 NIRAJ KUMAR KAJARIA**, son of Kamla Prasad Kajaria, by faith Hindu by Occupation business, residing at No.32, Armenian Street, in the town of Calcutta as aforesaid, P.S. Burrabazar, Pin Code No.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:

1. At all material times and until as hereinafter mentioned one Smt.Trailakymayee Dasi, widow of 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 Mouza and village Chetla, P.O. Durgapur, Pargana Magura) within the municipal limits of Calcutta, P.S. and Sub Registry Alipore in the district of 24 Parganas together with 6 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 Zamindars 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.Trailakymayee Dasi and the said Smt.Anandamayee Dasi therein jointly referred to as the Vendors of the One Part and one Kedar Nath 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 therein-named for the consideration therein-mentioned granted, sold, conveyed, transferred, assigned and assured unto and in favour of the said Kedarnath Sanyal, the purchaser therein-named All That the said Entire Land 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 Zamindars thereof.
3. While thus seised and possessed of the said Entire Land, the said Kedar Nath 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 or on part thereof according to a plan sanctioned by the then Corporation of Calcutta now known as The Kolkata Municipal Corporation (which said Entire Land and the said two storied brick-built building are hereinafter collectively referred to as "the Entire Land with building").
5. The said Kedar Nath Sanyal became 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 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-700 027 within the municipal limits of Calcutta together with 6 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 Zamindars thereof.
6. By a Bengali Deed of Gift dated the 19th day of Baisakh 1337 B.S. corresponding to 22nd day of May, 1930 and made between the said Kedar Nath Sanyal therein referred to as the Donor of the One Part and Hemendra Nath Sanyal and Dharendra Nath 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 Hemendra Nath Sanyal and the said Dhirendranath Sanyal, the Donees therein-named All That the said Entire Land with building more particularly described in the

schedule there under 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 Zamindars thereof.

7. In the premises, the said Hemendra Nath Sanyal and the said Dhirendranath Sanyal became jointly seized 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 cottahs 14 chittacks and 39 sq.ft. be the same a little more or 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-700 027 within the municipal limits of Calcutta together with 6 feet wide passage on the south thereof and hereinafter for the sake of brevity collectively referred to as "the Entire 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.
8. While thus seized and possessed of the said Entire Property, the said Hemendra Nath Sanyal and the said Dhirendra Nath 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 belonging to the Dayabhaga School of Hindu Law and governed by the Indian Succession Act died un-married on or about the 6th day of May, 1951 leaving behind a Will dated 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 Khagendra Nath Sanyal, Birendranath Sanyal and Manindra Nath Sanyal, his nephew Hirendranath Sanyal being the son of his deceased brother Rabindra Nath Sanyal and his widowed sister Smt.Satyabati Chakraborty 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 Hari Prasanna Acharya, son of Late Kali Prasanna Acharya to be the joint Executors and Trustees under the said Will.
11. By his said Will, the said Dhirendra Nath Sanyal gave, bequeathed and devised his undivided one-half part or share of and in the said Entire Property to the said Khagendra Nath Sanyal, Birendra Nath Sanyal, Manindra Nath Sanyal, Smt.Satyabati Chakraborty and Hirendra Math Sanyal in equal shares for their respective life time.
12. The said Will of the said Dhirendra Nath Sanyal further recited that on the death of his sister the said Smt.Satyabati Chakraborty, who is 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 for their respective life time.
13. The said Will of the said Dhirendra Nath Sanyal further recited that notwithstanding anything stated therein at that point of time, if anyone of the beneficiaries would not be living, his share in the estate left by the said Smt.Satyabati Chakraborty to which he would have been entitled had he been then living would vest in his legal heiresses or heirs as the case may be.
14. The said Will of the said Dhirendra Nath Sanyal further recited that if any one of the beneficiaries die unmarried or without leaving a child, his portion of the estate held by him would revert to the corpus of his estate and would be distributed in the manner as indicated in the said Will.
15. The said Will of the said Dhirendra Nath Sanyal further recited that after the demise of the respective beneficiaries, their interests, rights and titles in the properties, so demised thereunder left by him on his death would be inherited jointly and equally by the respective legal heirs of the said dead beneficiaries.
16. The said Will of the said Dhirendra Nath Sanyal further recited that the trust created under the aforesaid Will would be irrevocable.

17. The said Will of the said Dharendra Nath Sanyal further recited that the Executors and the Trustees therein-named would have absolute power to manage and administer the estate left by him for the purpose of duly and properly discharging their duties and responsibilities till the cessation of the life interest of the beneficiaries and the properties would vest in the heirs absolutely and completely.
18. The said Will of the said Dharendra Nath Sanyal further recited that after the life time of the beneficiaries therein-named, the trust thereby created would absolutely cease and determine.
19. The said Will of the said Dharendra Nath Sanyal further recited that the Executors and the Trustees if they think necessary and proper to discharge their obligations would be entitled to sell, dispose of, exchange or transfer for proper, fair and adequate consideration or not the whole or any part of the property and to receive and to hold the consideration money thereof in trust for the beneficiaries and to distribute the same in the manner and the procedure as indicated in the said will.
20. The said will of the said Dharendra Nath Sanyal further recited that if any one of the Executors and the Trustees dies, vacates, his office or is not easily available, his office would be filled up a new Executors and Trustee be nominated and appointed by the beneficiaries in a meeting held for the purpose by a majority of vote even they fail to reach unanimity.
21. Probate of the Will of the said Dharendra 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.
22. By a Deed of Partition dated the 28th day of December, 1965 and made between Hemendra Nath Sanyal therein called the First Party of the One Part and Manindra Nath Sanyal, Khagendra Nath Sanyal for selves and as Executors of the estate of Late Dhirendranath Sanyal, Birendra Nath Sanyal and Hirendra Nath Sanyal therein called the Second Party of the Second Part and Smt.Satyabati Debi 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.1, 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.'B' being the allotment marked with the letter 'B' in the middle portion of Premises No.46, Alipore Road, Calcutta, being a part or portion of the said Entire Property with land area measuring about 6 cottahs 14 chittacks and 6 sq.ft. together with all building and structures standing thereon and marked as such in the plan annexed thereto and thereon colored with yellow bordered and marked as Lot 'B' and also described in the schedule 'A' there under written allotted exclusively to the said Manindra Nath Sanyal, Khagendra Nath Sanyal forsoves and as Executors of the estate of Dharendra Nath Sanyal deceased, Birendra Nath Sanyal and Hirendra Nath Sanyal the second party therein-named and they became the absolute owners thereof with all right of transfer, sale, mortgage, gift etc, subject to the certain terms and conditions therein contained and the said Hemendra Nath Sanyal, the first party therein-named had no right, title, claim or interest etc to any portion thereof.

23. While thus seized and possessed of the said middle portion measuring 6 cottahs 14 chittacks and 6 sq.ft. being the divided and demarcated part or portion of the said Entire Property, the said Manindra Nath Sanyal and the said Khagendra Nath Sanyal forsoves and as Executors of the estate of Dharendra Nath Sanyal deceased and the said Birendra Nath Sanyal and Hirendra Nath Sanyal applied for mutation of their names in the records of the Calcutta Municipal Corporation and accordingly, the Calcutta Municipal Corporation mutated their names as owners in respect of the said middle portion measuring 6 cottahs 14 chittacks and 6 sq.ft. as Premises No.46B, Alipore Road, Calcutta.
24. The said Hemendra Nath Sanyal, the said Manindra Nath Sanyal, the said Khagendra Nath Sanyal, the said Birendra Nath Sanyal and the said Hirendra Nath Sanyal made an absolute gift in respect of the said 6 feet wide passage on the southern side thereof as mentioned in the said Deed of Partition dated the 28th day of December, 1965 and shown in the plan annexed to the said Deed of Partition as nine feet wide

passage on the southern side of the said Entire Property to the Calcutta Municipal Corporation for the purpose of vesting the said passage as a public lane.

25. In the premises, the said Manindra Nath Sanyal, the said Khagendra Nath Sanyal, the said Birendra Nath Sanyal, the said Hirendra Nath Sanyal and the said Smt.Satyabati Chakraborty became collectively seized and possessed of or otherwise well and sufficiently entitled to their respective life interest of and in All That the one(ground floor) storied brick-built building, messuage, tenement or dwelling house 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 an area of 6 cottahs 14 chittacks and 6 sq.ft. be the same a little more or less situate lying at and being Premises No.46B, Alipore Road within the municipal limits of Calcutta more particularly described in the schedule hereunder written and 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.
26. The said Birendra Nath Sanyal (one of the beneficiaries under the will of the said Dhirendra Nath Sanyal deceased) 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 Hindu Succession Act died intestate on or about the 5th day of February, 1976 leaving behind his sole widow namely Smt. Jyotshna Sanyal and his four daughters namely the said Smt.Jayasree Francis, the said Smt.Suvasree Ray Chowdhury, the said Smt.Shyamasree Das and the said Smt.Tanusree Sanyal and his only son namely Saikat Sanyal as his heiresses and heir him surviving, who became collectively entitled to an undivided one-fifth part or share of and in the said property.
27. The said Smt. Jyotshna Sanyal who was in her life time and at the time of her death a Hindu belonging to the Dayabhaga School of Hindu Law and governed by the Hindu Succession Act, died intestate on or about the 6th day of February, 1977 leaving behind her four daughters namely the said Smt.Jayasree Francis, the said Smt.Suvasree Ra Chowdhury, the said Smt.Shyamasree Das, and the said Smt.Tanusree Sanyal and her only son the said Saikat Sanyal as her heiresses and heir her

surviving, who became collectively entitled to an undivided share or interest of and in the said property inherited by her from her husband the said Birendra Nath Sanyal deceased.

28. The said Khagendra Nath Sanyal, (one of the Executors and Trustees as well as one of the beneficiaries under the will of the said Dharendra Nath Sanyal deceased) 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 Hindu Succession Act, died intestate on or about the 6th April, 1993 leaving behind his widow namely Smt. Kalyani Sanyal, his three sons namely the said Debasish Sanyal, the said Subhasish Sanyal and the said Snehasish Sanyal as his heiress and heirs him surviving who became collectively entitled to an undivided one-fifth part or share of and in the said property.
29. The said Smt. Kalyani Sanyal, who was in her life time and at the time of her death, a Hindu belonging to the Dayabhaga School of Hindu Law and governed by the Hindu Succession Act died intestate on or about the 3rd day of June, 2009 leaving behind her three sons namely the said Debasish Sanyal, the said Subhasish Sanyal and the said Snehasish Sanyal as her heirs her surviving who became collectively entitled to an undivided share or interest of and in the said property inherited by her from her husband the said Khagendra Nath Sanyal deceased.
30. The said Manindra Nath Sanyal alias Mani Sanyal (one of the Executors and Trustees as well as one of the beneficiaries under the will of the said Dharendra Nath Sanyal deceased) 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 Hindu Succession Act died unmarried on or about the 27th day of November, 1994 leaving behind his sister Smt. Satyabati Chakraborty, his nephew Hirendra Nath Sanyal, being the son of his pre-deceased brother Rabindra Nath Sanyal, his nephews namely the said Debasish Sanyal, the said Suvasish Sanyal, the said Snehasish Sanyal all being the sons of his another brother predeceased Khagendra Nath Sanyal deceased, his nieces namely the said Smt. Jayasree Francis, the said Smt. Suvasree Ray Chowdhury, the said Smt. Shyamasree Das and the said Smt. Tanusree Sanyal, his nephew the said Sri Saikat Sanyal all being the daughters and son respectively

of his another predeceased brother the said Birendra Nath Sanyal deceased, who became collectively entitled to an undivided one-fifth part or share of and in the said property in terms of the provisions contained in the said Will of the said Dhirendra Nath Sanyal, deceased.

31. The said Smt.Satyabati Chakraborty, (one of the beneficiaries under the will of the said Dhirendra Nath Sanyal deceased) who was in her life time and at the time of her death, a Hindu belonging to the Dayabhaga School of Hindu Law and governed by the Hindu Succession Act died as childless widow on or about the 15th day of April,2002 leaving behind her nephew the said Hirendra Nath Sanyal being the son of her pre-deceased brother Rabindra Nath Sanyal deceased, her nephews namely the said Debasish Sanyal, the said Suvasish Sanyal and the said Snehasish Sanyal all being the sons of her pre-deceased another brother Khagendra Nath Sanyal deceased, her nieces namely the said Smt.Jayasree Francis, the said Smt.Suvasree Roy Chowdhury, the said Smt.Shayamasree Das and the said Smt.Tanusree Sanyal and her nephew the said Saikat Sanyal all being the daughters and son respectively of her another pre-deceased brother Birendra Nath Sanyal deceased, who became collectively entitled to the said undivided one-fifth part or share of and in the said property in terms of the provisions contained in the said Will of the said Dhirendranath Sanyal, deceased.
32. The said Hari Prasanna Acharya (the other Executor and the Trustee under the Will of the said Dhirendra Nath Sanyal deceased) died on or about the 2nd day of December, 1998.
33. All the beneficiaries named in the said Will of the said Dhirendra Nath Sanyal, died save and except the said Hirendra Nath Sanyal, one of the Vendors herein, the surviving beneficiary therein named and after the demise of the said Hirendra Nath Sanyal one of the Vendors herein his undivided one-third share of and in the said property would devolve upon his wife the said Smt.Bharati Sanyal and his daughter the said Smt.Sarmistha Ghosh the two of the Vendors herein in terms of the Provisions contained in the said Will.
34. In the facts and circumstances as aforesaid and in pursuance of the provisions contained in the said Will of the said Dhirendra Nath Sanyal,

deceased, the Vendors are collectively seised and possessed of or otherwise well and sufficiently entitled to All That one (ground floor storied brick-built building, messuage, tenement or dwelling house 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 6 cottahs 14 chittacks and 6 sq.ft. be the same a little more or less situate lying at and being Premises No.46B, Alipore Road, Kolkata-700 027 within the municipal limits of Calcutta more particularly described in the Schedule hereunder written and hereinbefore as well as hereinafter for the sake of brevity referred to as "the Said Property" free from all encumbrances and liabilities whatsoever subject to the life interest of the said Hirendra Nath sanyal, one of the Vendors herein and after the demise of the said Hirendra Nath Sanyal one of the Vendors herein his undivided one-third share of and in the said property would devolve upon his wife the said Smt. Bharati Sanyal and his daughter the said Smt. Sarmistha Ghosh the two of the vendors herein and also subject to the tenure governing the same. There is one monthly tenant namely Alipore Automobile in respect of a portion of the ground floor of the said property at a monthly rent of Rs.80/-(Rupees Eighty only) per month.

35. The Executors and the Trustees as well as most of the beneficiaries save and except the said Hirendra Nath Sanyal died and in terms of the provisions contained in the said will the deceased beneficiaries during their respective life time including the said Hirendra Nath Sanyal had not been nominated and appointed any new Executors and Trustee upto now and as such the heirs of the deceased beneficiaries and the said Hirendra Nath Sanyal including his heirs have jointly decided to sell, transfer and/or dispose of the said property.
36. 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 "the said Premises" at or for the price or consideration of Rs.2,52,20,389/- (Rupees Two crores fifty two lacs twenty thousand three hundred and eighty nine only) free from all

encumbrances and liabilities whatsoever save and except one monthly tenancy as aforesaid and also 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.2,52,20,389/- (Rupees Two crores fifty two lacs twenty thousand three hundred and eighty nine only) 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, assure and confirm unto and in favour of the purchaser All That one (ground floor) storied brick-built building, messuage, tenement or dwelling house 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 6 cottahs 14 chittacks and 6 sq.ft. be the same a little more or less situate lying at and being Premises No.46B, Alipore Road, Kolkata-700 027 within the municipal limits of Calcutta 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 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 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 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 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, assure and confirm ALL AND SINGULAR the said premises hereby granted, sold, conveyed, transferred, assigned, assured and confirmed 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 transferred, assigned, assured and confirmed 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, lispensens, 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 transferring, assuring and confirming 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 assuring and confirming 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 one (ground floor) storied brick-built building, messuage, tenement or dwelling house, 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 6 cottahs 14 chittacks and 6 sq.ft. be the same a little more or less situate lying at and being Premises No.46B, 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 delineated in the map or plan hereto annexed and thereon bordered red and bitted and bounded in the manner as follows, that is to say –

- ON THE NORTH : Partly by Premises No.42/2, Alipore Road and partly by Premises No.44, Alipore Road.
- ON THE SOUTH : By 9 feet wide lane and beyond that partly by premises No.48A, Alipore Road and partly by Premises No.48B, Alipore Road.
- ON THE EAST : By Premises No.46A, Alipore Road.
- ON THE WEST : By premises No.46C, Alipore Road.

covered area of the building and the structures are 1400 Sq.ft. and 250 sq.ft. respectively and the building and the structures were constructed prior to 1930.

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

SIGNED, SEALED AND DELIVERED
by the VENDORS at Kolkata in the
presence of:-

1) Ashish Chinnawala
Advocate
High Court
Calcutta

2) Nema Das -
4/2 Chetty Hat Road
Ho- 27

- ~~Ashish Chinnawala~~

- Anubhasis Sanyal

- Snehasis Sanyal

- Jayaram Prasad

- Swasree Raychowdhury

- Snyamasree Das.

- Tanuree Sanyal.

- Saikat Sanyal

- Hirandra Matte Sanyal

- Bhavati Sanyal

- Sarwisha Ghosh.

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

1) Nema Das.

2) Ashish Chinnawala

Parabari Projects Pvt. Ltd

Nimai Kumar Majhi d.

Signature

Director

RECEIVED from the withinnamed Purchaser the withinmentioned sum of Rs.2,52,20,389/-(Rupees Two crores fifty two lacs twenty thousand and three hundred eighty nine only) being the withinmentioned consideration money expressed to have been paid by the Purchaser to the Vendors as per memo of consideration below:

Rs. 2,52,20,389/-

MEMO OF CONSIDERATION

- | | | |
|----|---|-----------------|
| 1. | Paid by the purchaser to Debasish Sanyal by Pay Order No.539969 Dated 10.04.2010 drawn on Citibank, N.A. Kolkata. | Rs. 25,02,265/- |
| 2. | Paid by the purchaser to Subhasis Sanyal by Pay Order No.539970 dated. 10.04.2010 drawn on Citibank, N.A. Kolkata. | Rs. 25,02,265/- |
| 3. | Paid by the purchaser to Snehasis Sanyal by Pay Order No.539971 dated 10.04.2010 drawn on Citibank, N.A. Kolkata. | Rs. 25,02,265/- |
| 4. | <i>ujasree Francis</i> Paid by the purchaser to Jayasree Francis by Pay Order No. 539972 ⁶⁰³⁵⁶³ dated. 10.04.2010 ^{12.04.2010} drawn on Citibank, N.A. Kolkata. | Rs. 16,81,359/- |
| 5. | Paid by the purchaser to Suvasree Ray Chwdhury by Pay Order No.539974 dated 10.04.2010 drawn on Citibank,N.A. Kolkata. | Rs. 16,81,359/- |
| 6. | Paid by the purchaser to Shyamasree Das by Pay Order No.539975 dated 10.04.2010 drawn on Citibank, N.A. Kolkata. | Rs. 16,81,359/- |
| 7. | Paid by the purchaser to Tanusree Sanyal by Pay Order No.539976 dated 10.04.2010. drawn on Citibank, N.A. Kolkata. | Rs. 19,81,360/- |
| 8. | Paid by the purchaser to Saikat Sanyal. by Pay Order No.539972 dated.10.04.2010 drawn on Citibank, N.A. Kolkata. | Rs. 22,81,360/- |

9. Paid by the purchaser at the request and direction of Smt. Bharati Sanyal and Smt. Sharmistha Ghosh to Hirendra Nath Sanyal by Pay Order No. 539968 dated. 10.04.2010 drawn on Citibank, N.A. Kolkata.

Rs. 84,06,797/-

Total:

Rs. 2,52,20,389/-

(Rupees Two crores fifty two lacs twenty thousand three hundred and eighty nine only)

Witnesses:

1) Ashish Chinnasada

2) *Nemai Das*✓ *Bharati Sanyal*✓ *Subhasis Sanyal*✓ *Subhasis Sanyal*✓ *Tanusee Prunis*✓ *Swastree Raychowdhury*✓ *Swyamastree Das*✓ *Tanusee Sanyal*✓ *Saikat Sanyal*

Drafted by me

Sanjay Jhunhwala

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


✓ *Hirendra Nath Sanyal*✓ *Bharati Sanyal*✓ *Sharmistha Ghosh*

DEED PLAN

PRE. NO.46B ALIPORE ROAD

P.S.-ALIPORE, KOLKATA-27.

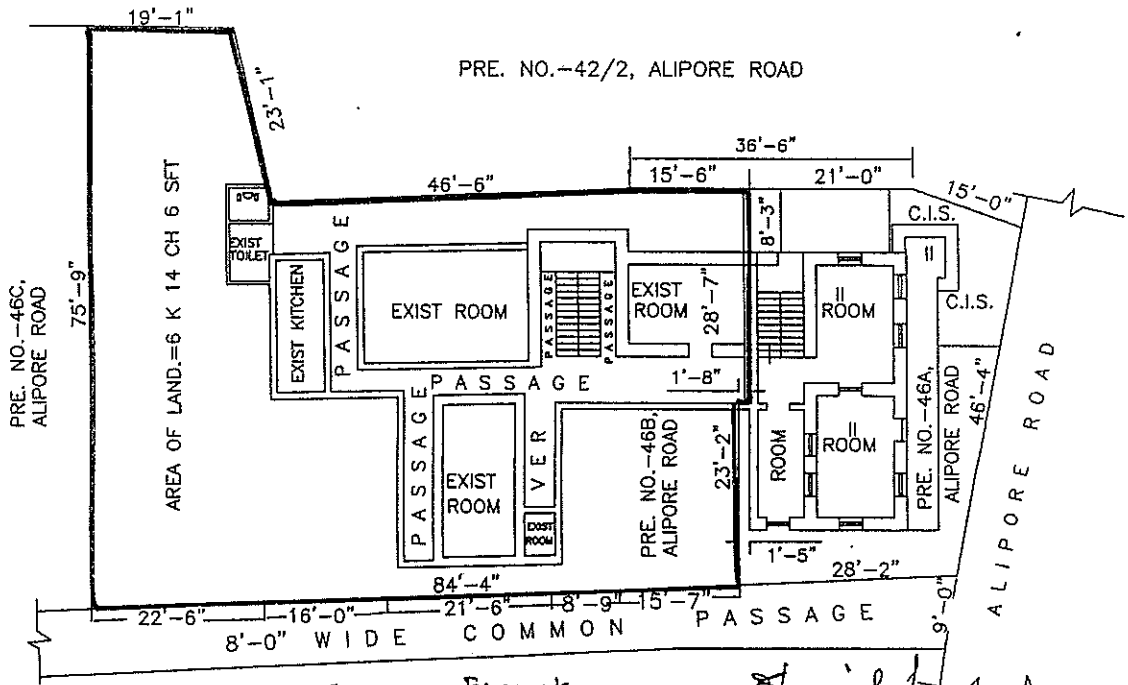
AREA OF LAND.=6 K 14 CH 6 SFT

AREA SHOWN IN RED BORDER. 

SCALE-1"=20'-0"

VENDORS-DEBASISH SANYAL & ORS.

VENDEE - PAHARI PROJECTS PVT. LTD.



Bhavati Sanyal
DRAWN BY

Mintu Paul
12.4.10.
Ar. Mintu Paul

Govt. Regd. Architect (India)
L.B.A. No.-CA/2002/29737
S. Dullya, Andal, Howrah-711302

Tanusee Frawels
Suvasree Raychowdhury
Snyamastee Das.

Tanusee Sanyal.
Saikat Sanyal
Hirendra Nath Sanyal
Sarwika Ghosh.



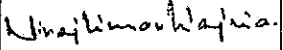
Basish Sanyal
Subhasis Sanyal.

Srehanis Sanyal
PAHARI PROJECTS PVT. LTD.
Nitaj Kumar Dasgupta.



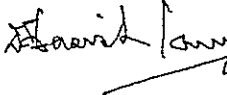


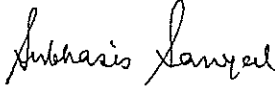


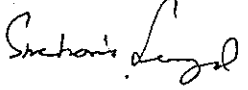


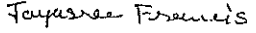


Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the D.S.R.-I SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 01309 / 2010, Deed No. (Book - I , 01192/2010)

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Niraj Kumar Kajaria	 12/04/2010	 LTI 12/04/2010	

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




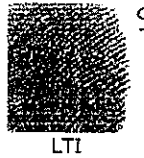








Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Debasish Sanyal Address -Panihati, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700114	Self	 12/04/2010	 LTI 12/04/2010	
2	Subhasis Sanyal Address -Panihati, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700114	Self	 12/04/2010	 LTI 12/04/2010	
3	Snehasis Sanyal Address -Panihati, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700114	Self	 12/04/2010	 LTI 12/04/2010	
4	Jayasree Francis Address -78, Chetla Road, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 12/04/2010	 LTI 12/04/2010	



(Abani KumarDey)
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R.-I SOUTH 24-PARGANAS

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R.-I SOUTH 24-PARGANAS, District- South 24 Parganas
Signature / LTI Sheet of Serial No. 01309 / 2010; Deed No. (Book - I , 01192/2010)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Suvasree Ray Chowdhury Address -Tollygunge Central Government Quarter , Type -i I, C, Flat No:78, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700040	Self	 12/04/2010	 LTI 12/04/2010	<i>Suvasree Raychowdhury</i>
6	Shyamasree Das Address -20, Chetla Hat Road, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 12/04/2010	 LTI 12/04/2010	<i>Shyamasree Das.</i>
7	Tanusree Sanyal Address -46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 12/04/2010	 LTI 12/04/2010	<i>Tanusree Sanyal.</i>
8	Saikat Sanyal Address -46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 12/04/2010	 LTI 12/04/2010	<i>Saikat Sanyal</i>
9	Harendra Nath Sanyal Address -46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 12/04/2010	 LTI 12/04/2010	<i>Harendra Nath Sanyal</i>
10	Bharati Sanyal Address -46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 12/04/2010	 LTI 12/04/2010	<i>Bharati Sanyal</i>

(Signature)

(Abani KumarDey)




DISTRICT SUB-REGISTRAR-I

Office of the D.S.R.-I SOUTH 24-PARGANAS

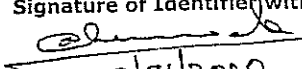
12/4/10

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R.-I SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 01309 / 2010, Deed No. (Book - I , 01192/2010)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
11	Sarmistha Ghosh Address -Block N New Alipore, 538, Kolkata, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053	Self	 12/04/2010	 LTI 12/04/2010	<i>Sarmistha Ghosh.</i>
12	Niraj Kumar Kajaria Address -Armenian Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700001	Self	 12/04/2010		<i>Niraj Kumar Kajaria</i>

Name of Identifier of above Person(s)
 Ashish Chiranewala
 High Court Calcutta, Kolkata, District:-Kolkata, WEST
 BENGAL, India, P.O. :- Pin :-700001

Signature of Identifier with Date

 12/04/2010



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

Endorsement For Deed Number : I - 01192 of 2010
(Serial No. 01309 of 2010)

On 12/04/2010

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.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 277420/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 12/04/2010

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.-25220389/-

Certified that the required stamp duty of this document is Rs.- 1765447 /- and the Stamp duty paid as:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 1760550/- is paid, by the draft number 760520, Draft Date 10/04/2010, Bank
Name State Bank Of India, Brabourne Rd, received on 12/04/2010

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

Presented for registration at 14.00 hrs on :12/04/2010, at the Office of the D.S.R.-I SOUTH
24-PARGANAS by Niraj Kumar Kajaria ,Claimant.

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



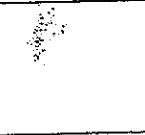
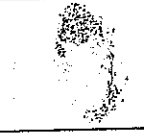



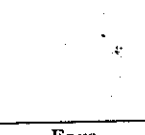




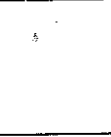


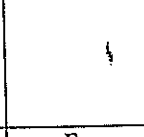
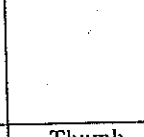
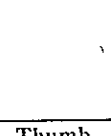
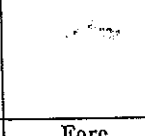
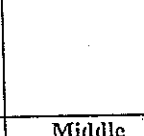
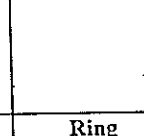
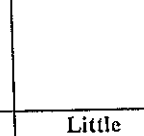


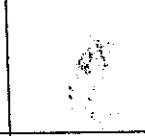
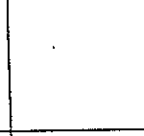
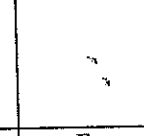
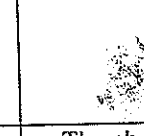

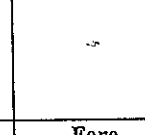
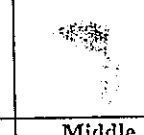
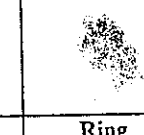
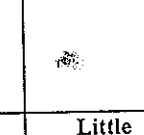





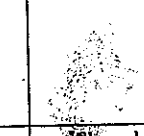


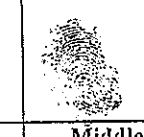
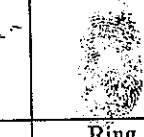
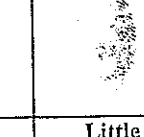
Execution is admitted on 12/04/2010 by

1. Debasish Sanyal, son of Khagendra Nath Sanyal , Panihati, Thana:-Khardaha, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700114 By Caste Hindu, By Profession: Others
2. Subhasis Sanyal, son of Khagendra Nath Sanyal is , Panihati, Thana:-Khardaha, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700114 By Caste Hindu, By Profession: Others
3. Snehasis Sanyal, son of Khagendra Nath Sanyal , Panihati, Thana:-Khardaha, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700114 By Caste Hindu, By Profession: Others
4. Jayasree Francis, wife of Steven Francis , 78, Chetla Road, Kolkata, Thana:-Chetla, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu, By Profession: House wife
5. Suvasree Ray Chowdhury, wife of Pradip Ray Chowdhury, Tollygunge Central Government Quarter ,
Type -I I, C, Flat No:78, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700040 By
Caste Hindu, By Profession: House wife
6. Shyamasree Das, wife of Subir Das , 20, Chetla Hat Road, Kolkata, Thana:-Chetla, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu, By Profession: House wife

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I
EndorsementPage 1 of 2

12/04/2010 05:19:00 P

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Himendra Patel Samyals</i>						
		(Left Hand)					
							
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	<i>Bharati Samyals</i>						
		(Left Hand)					
							
		(Right Hand)					
	<i>Sarawitha Ghosh</i>						
		(Left Hand)					
							
		(Right Hand)					
	<i>Vinay Kumar Wajria</i>						
		(Left Hand)					
							
		(Right Hand)					



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

Endorsement For Deed Number : I - 01192 of 2010



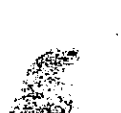


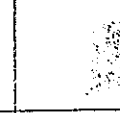


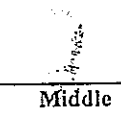
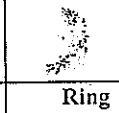
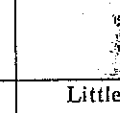





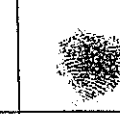
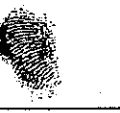
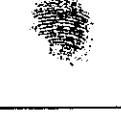

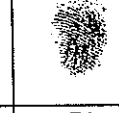








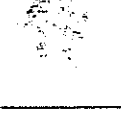

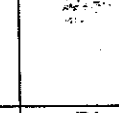
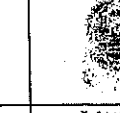
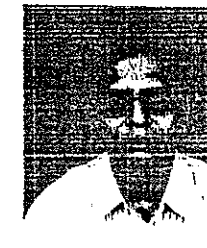


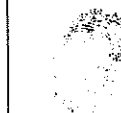



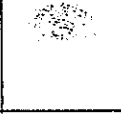


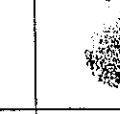
(Serial No. 01309 of 2010)

7. Tanusree Sanyal, daughter of Birendra Nath Sanyal , 46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu, By Profession: Others
8. Saikat Sanyal, son of Birendra Nath Sanyal , 46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu, By Profession: Service
9. Hirendra Nath Sanyal, son of Rabindra Nath Sanyal , 46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu, By Profession: Retired Person
10. Bharati Sanyal, wife of Hirendra Nath Sanyal , 46 B, Alipore Road, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 By Caste Hindu, By Profession: House wife
11. Sarmistha Ghosh, wife of Santanu Ghosh , Block N New Alipore, 538, Kolkata, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053 By Caste Hindu, By Profession: Service
12. Niraj Kumar Kajaria
Director, M/s Pahari Projects Private Limited, 32, Armenian Street, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700001
By Profession: Business
Identified By Ashish Chiranewala, son of . . . High Court Calcutta, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Advocate.

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

(Abani Kumar Dey)
DISTRICT SUB-REGISTRAR-I

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Swasree Rajbhandary</i>						
		(Left Hand)					
							
		(Right Hand)					
	<i>Smt. Vinodini Das</i>						
		(Left Hand)					
							
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	<i>Tanusree Samal</i>						
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	<i>Saikat Samal</i>						
		(Left Hand)					
							
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 3634 to 3663
being No 01192 for the year 2010.

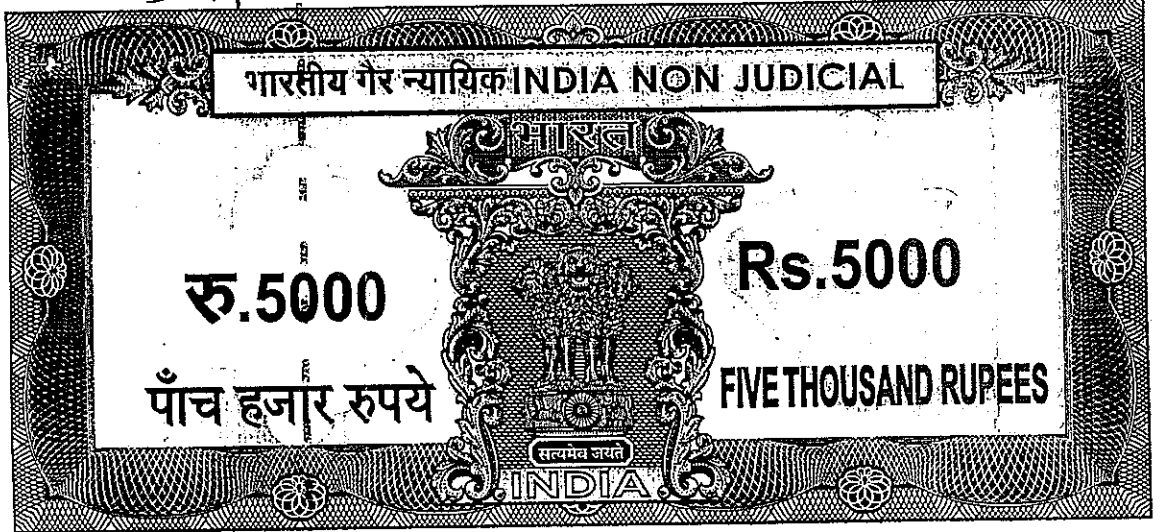


Abani Kumar Dey

(Abani Kumar Dey) 13-April-2010
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R.-I SOUTH 24-PARGANAS
West Bengal

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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 VC-1606/10

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

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

17 MAY 2010

THIS INDENTURE made this 17th day of May,
 2010 B E T W E E N (1) SRI MONOJIT SANYAL, PAN No. BMPPS0654Q
 son of Late Tridib Nath Sanyal; by faith Hindu, by
 occupation service, by Nationality -Indian Citizen, residing
 at No.44/4, Motital Gupta Road, (Barisha East), Sakherbazar,

1254.7

11 MAY 2010

No. Date
Sohn to
Address
Rs. 5000 N.P.

Pahari Projects Pvt Ltd
32, Harmonium St Kal 1

L. S. VENDOR
HIGH COURT, CAL

Uinaj Kumar Wajia a.



Y.C.T. 1
3639

Uinaj Kumar Wajia



Y.C.T. 1
3641

— मोरपत, बंगल —



Y.C.T. 1
3642

• Biswajit Sanyal

Ashish Chiransala
Advocate



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 P.S.
17 MAY 2010

within the municipal limits of Kolkata, P.S.Thakurpukur, Kolkata-700008 in the District of 24-Parganas South; (2) **SRI BISWAJIT SANYAL** son of the said Late Tridib Nath Sanyal, Hindu Land-holder by Nationality-Indian Citizen, residing at No.44/4, Motital Gupta Road, (Barisha East), Sakherbazar, within the municipal limits of Kolkata, P.S.Thakurpukur, Kolkata-700008 in the District of 24-Parganas South and (3) **SMT.ASMITA ROY**, PAN No.AMLPR8278C wife of Sri Ashim Kumar Roy and also daughter of the said Late Tridib Nath Sanyal by faith Hindu, by occupation Housewife by Nationality Indian Citizen and residing at No.252/C, Bhuban Mohan Roy Road, Baishali Park, Barisha East within the municipal limits of Kolkata, P.S.Thakurpukur, Kolkata-700008, 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, legal representatives and assigns) of the **ONE PART;**

A N D

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 Kolkata, P.S. Burrabazar, Pin Code No.700 001 represented by one of its Directors: Sri Niraj Kumar Kajaria, son of Sri 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;**

W H E R E A S:

1. At all material times and until as hereinafter mentioned one Smt.Trailakya Mayee Dasi, widow of 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 24-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 therein-named for the consideration therein-mentioned granted,

sold, conveyed, transferred, assigned and assured unto and in favour of the said Kedarnath Sanyal, the Purchaser therein-named All That the said Entire Land 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 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").

5 The said Kedarnath Sanyal became 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 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.I, 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 Dharendra 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 Hirenranath Sanyal being the son of his deceased brother, Rabibndranath Sanyal and his widowed sister Smt. Satyabati Chakraborty 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.
14. By a Deed of Partition dated the 28th day of 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 Hemendranath 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 Entire Property to the Kolkata Municipal Corporation for the purpose of vesting the said passage as a public lane.

17. In the premises the said Hemendranath Sanyal became seised and possessed of or otherwise well and 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 Rama Sircar 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 the 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 398 Being 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 therein-named, 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 the said Monojit Sanyal and the said Biswajit Sanyal and his only daughter the said Asmita Roy the Vendors herein 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 re-numbered 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/decreed.

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 one of the Vendors herein 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 vendors are seised and possessed of or otherwise well and sufficiently entitled to in equal shares 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 11 chittack and 27 sq.ft. be the same little more or less situate lying at and being the divided and demarcated part or portion of the said premises No.46C, Alipore Road, Kolkata-700 027 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 Vendors have 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.72,36,372/- (Rupees Seventy two lacs Thirty six thousand three hundred and seventy^{two} 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.72,36,372/- (Rupees Seventy two lacs Thirty six thousand three hundred and seventy^{two} 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 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 11 chittacks and 27 sq.ft. 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 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 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 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 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 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 FIRST SCHEDULE ABOVE REFERRED TO

PART-I

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 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.

P A R T - 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 11 chittacks and 27 sq.ft. 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 : 44, Alipore Road;

ON THE SOUTH BY : Partly by 9 feet wide lane and partly by the divided and demarcated portion of premises No.46C, Alipore Road, belonging to Smt Rama Sircar;

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

AND

ON THE WEST BY : Partly by 5.4' wide lane and partly by premises No.11, Ashoka Road;

Covered area of the sheds and structures is 600 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 the VENDORS at Kolkata in the presence of :-

(1) Ashish Chinnawala
Advocate
High Court, Calcutta.

(2) Ramaj Das.

monojit Sanyal
Biswajit Sanyal
Amita Roy

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

(1) Ramaj Das.

(2) Ashish Chinnawala
Advocate

Parbhari Projects Pvt. Ltd
Ujjwalika Hajra
Giraffe

RECEIVED from the withinnamed Purchaser the withinmentioned sum of Rs. 72,36,372/ (Rupees Seventy two lacs Thirty six thousand three hundred and seventy only) being the withinmentioned consideration money expressed to have been paid by the Purchaser to the Vendors as per memo of consideration below:

Rs.72,36,372/-

MEMO OF CONSIDERATION

By pay order No.540881 dated 15.5.2010 issued by Citi Bank,N.A. Kolkata at the instance of the Purchaser in favour of Mojitit Sanyal one of the Vendors herein Rs.24,12,124/-

By pay order No.540882 dated 15.5.2010 issued by Citi Bank,N.A. Kolkata at the instance of the Purchaser in favour of Biswajit Sanyal one of the Vendors herein Rs.24,12,124/-

By pay order No.540883 dated 15.5.2010 issued by Citi Bank,N.A. Kolkata at the instance of the Purchaser in favour of Smt.Asmita Sanyal ~~one of the~~ ^{only} Vendors herein Rs.24,12,124/-

Total: Rs.72,36,372/-

(Rupees Seventy two lacs Thirty six thousand three hundred and seventy two only)

Mojitit Sanyal
Biswajit Sanyal
Asmita Roy


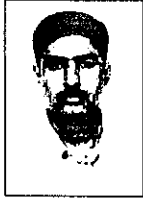


Witnesses:

- 1) Ashish Chinnawala
Advocate
- 2) *Romas Das*
1/2 Chatterjee Road.
Kolkata-27

Drafted by me

Sanjay Jhunjhunwala
Sanjay Jhunjhunwala,
Advocate, High Court, Calcutta
6, Old Post Office Street,
3rd Floor, Kolkata-700001.

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Naajit Hangaal</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Biswajit Sanyal</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Asmita Roy</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Niraj Kumar Dasgupta</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

DEED PLAN

PRE. NO.46C ALIPORE ROAD P.S.-ALIPORE, KOLKATA-27.

AREA OF LAND.=1 K 11 CH 27 SFT AREA SHOWN IN RED BORDER.

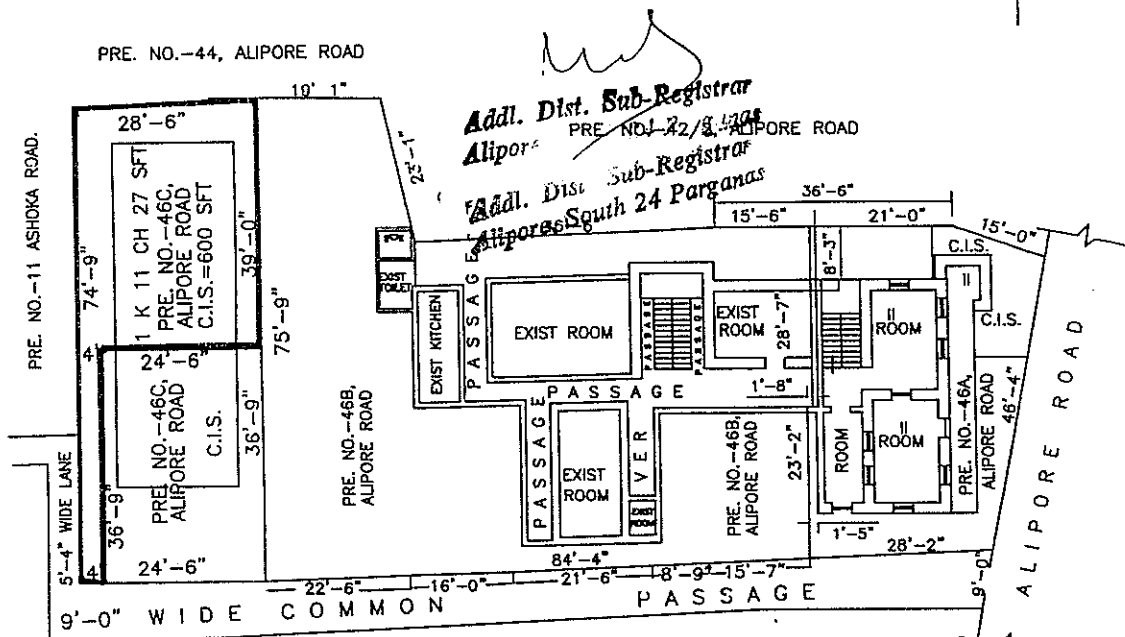
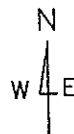
VENDORS-1. MONOJIT SANYAL

2. BISWAJIT SANYAL

3. ASMITA ROY.

SCALE-1"=24'-0"

VENDEE - PAHARI PROJECTS PVT. LTD.



Handwritten signature
Add. Dist. Sub-Registrar
PRE. NO. 22/8.12.1998
Alipore

Handwritten signature
Add. Dist. Sub-Registrar
Alipore South 24 Parganas

Handwritten signature
Monojit Sanyal
Biswajit Sanyal

DRAWN BY

Handwritten signature
Mr. Minku Paul
17.05.2010

For Pahari Projects Pvt. Ltd.
Handwritten signature
Niraj Kumar Das

Director

Handwritten signature
Asmita Roy

Govt. Regd. Architect (India)
L.B.A. No.-CA/2002/29737
S. Duillya, Andul, Howrah-711302



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

Endorsement For Deed Number : I - 04084 of 2010
(Serial No. 05007 of 2010)

On 17/05/2010

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.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 86570/- ,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.-7870500/-

Certified that the required stamp duty of this document is Rs.- 550955 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49865/- is paid, by the draft number 829341, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
2. Rs. 49865/- is paid, by the draft number 829342, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
3. Rs. 49865/- is paid, by the draft number 829343, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
4. Rs. 49865/- is paid, by the draft number 829344, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
5. Rs. 49865/- is paid, by the draft number 829345, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
6. Rs. 49865/- is paid, by the draft number 829346, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
7. Rs. 49865/- is paid, by the draft number 829347, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
8. Rs. 49865/- is paid, by the draft number 829348, 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 829352, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010

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

17/05/2010 04:50:00 P



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

Endorsement For Deed Number : I - 04084 of 2010
(Serial No. 05007 of 2010)

10. Rs. 49865/- is paid, by the draft number 829353, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
11. Rs. 47055/- is paid, by the draft number 829350, Draft Date 17/05/2010, Bank Name State Bank of India, BURRA BAZAR, received on 17/05/2010
12. Rs. 350/- is paid, by the draft number 829361, 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 15.19 hrs on :17/05/2010, at the Private residence by Niraj Kr. Kajaria ,Claimant.

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

Execution is admitted on 17/05/2010 by

1. Manojit Sanyal, son of Lt. Tridib Nath Sanyal , 44/4, Motilal Gupta Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Service
2. Biswajit Sanyal, son of Lt. Tridib Nath Sanyal , 44/4, Motilal Gupta Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
3. Asmita Roy, wife of Ashim Kr. Roy , 252/c, Bhuban Mohan Roy Road, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others
4. Niraj Kr. Kajaria
Director, Pahari Proj. Pvt. Ltd., 32, Armenian St., Kolkata, District:-Kolkata, 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

(Utpal Kumar Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

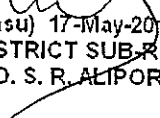
17/05/2010 04:50:00 P

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 2254 to 2288
being No 04084 for the year 2010.




(Utpal Kumar Basu) 17-May-2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. ALIPORE
West Bengal

5008/10

P-1-4098/10

1



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

687998

175/10
 3.02/10
 8-12866/10
 VC-1605/10

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
 Adipore, South 24 Parganas
 MAY 2010

THIS INDENTURE made on this 17th day of May
 2010 BETWEEN SMT. RAMA SIRCAR, PAN No.CQOPS7929C wife
 of Late Nirmalendu Sircar and also daughter of Late
 Hemendranath Sanyal by faith Hindu, by occupation Housewife
 by Nationality-Indian Citizen and residing at No.42/21,Raja
 Santosh Road,P.S.Chetla,Calcutta-700027 hereinafter referred