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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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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.

*(Signature)*

District Sub-Registrar-II  
Alipore, South 24 Parganas

27 NOV 2017

16-30  
 24/11/17  
 Q.N. 1609/66/12  
 Sec. D.O. 8764/10  
 8762/10 etc.

THIS INDENTURE OF CONVEYANCE made this 24<sup>th</sup> day of November, Two Thousand and Seventeen BETWEEN SOUTH CITY PROJECTS (KOLKATA) LIMITED, a Company within the meaning of Companies Act, 2013 having its Registered Office at 375, Prince Anwar Shah Road, P.S. Jadavpur, P.O. Jodhpur Park, Kolkata-700068 (having CIN U21019WB1995PLC071252 and PAN AAACD8933) represented by its Authorized Signatory Mr. Parimal Gunvantrai Ajmera, son of Shri Gunvantrai Anandji Ajmera (having PAN AFQPA8865A) residing at 60, Hazra Road, P.O. Garcha, P.S. Gariahat, Kolkata-700019 (hereinafter referred to as "the VENDOR", which expression shall unless excluded by or repugnant to the subject or

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B. M. BAGARIA & CO.  
6, Old Post Office St.  
Kolkata - 1

Ashoksaraf



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Ashoksaraf



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Primal Tynele



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Ashutosh

ANILKUMAR LAHOTY



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VIVEK KUMAR KASARIA

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SLEEP SINGH MEHTA

SOUMITRA CHANDRA  
Licensed Stamp Vendor  
8/2, K. S. Roy Road, Kol.



District Sub-Register-II  
Alipore, South 24 Parganas

24 NOV 2017

Identified by me;

Saikat Pramanick

for Shyamal Pramanick

Add: Fulonhat, Kanchanabati,

Souharpur

Kol - 700150

context be deemed to mean and include its successors or successors-in-office and/or interest) of the **FIRST PART AND (1) SUGAM GRIHA NIRMAAN LTD.**, a Company governed by the Companies Act, 2013 having its Registered Office at Unit 1F, "Sukh Sagar", Premises No. 2/5, Sarat Bose Road, P.O. Elgin Road, P.S. Ballygunge, Kolkata-700020 (having CIN U70109WB1989PLC045956 and PAN **AAECS7354N**) represented by its Director, Mr. Ashok Saraf, son of Late Santosh Kumar Saraf (having PAN **AJQPS0820D** and DIN 00502607) and having his place of business at Unit No. 1F, "Sukh Sagar", Premises No. 2/5, Sarat Bose Road, P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700020 **AND (2) GOODLUCK INFRADEVELOPERS PVT. LTD.**, a Company governed by the Companies Act, 2013 having its Registered Office at 12, Hemanta Basu Sarani, 3<sup>rd</sup> Floor, P.O. Esplanade, P.S. Hare Street, Kolkata-700069 (having CIN U45400WB2010PTC147305 and PAN **AADCG8092Q**) represented by its Authorised Signatory, Mr. Anil Kumar Lahoty, son of Shri Keshar Deo Lahoty (having PAN **AANPL5142K**) and residing at 177, G.T. Road, P.O. and P.S. Salkia, Howrah-711106 **AND (3) SUPER DIAMOND NIRMAN PVT. LTD.**, a Company governed by the Companies Act, 2013 having its Registered Office at Premises No. 7B, Dr. Harendra Coomar Mukherjee Sarani (formerly known as Pretoria Street), P.O. Middleton Street, P.S. Shakespeare Sarani, Kolkata - 700071 (having CIN U45203WB2004PTC098990 and PAN **AAICS2268M**) and represented by its Director Mr. Vivek Kumar Kajaria, son of Shri Sheo Kumar Kajaria (having PAN **AGDPK5580E** and DIN 00025797) and residing at 701, Suryakiran Apartment, Premises No. 4, Ashoka Road, P.S. and P.O. Alipore, Kolkata-700027, (hereinafter referred to as "the **PURCHASERS**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest and/or assigns) of the **SECOND PART AND ORBIT TOWERS PRIVATE LIMITED**, a Company within the meaning of Companies Act, 2013 having its Registered Office at "Mansarowar", 3B Camac Street, P.S. Shakespeare Sarani, P.O. Park Street, Kolkata-700016 (having CIN U65921WB1985PTC038834 and PAN **AAAC03688F**)

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represented by its Director Mr. Dileep Singh Mehta, son of Late Jai Singh Mehta (having PAN AFCPM0616D and DIN 00007128) residing at 13, Deshapriya Park West, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026 (hereinafter referred to as "the **CONFIRMING PARTY**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest and/or assigns) of the **THIRD PART**:

**WHEREAS:**

- A. At all material times, one Pashupati Bhattacharjee was the sole and absolute owner of **ALL THOSE** several pieces and parcels of contiguous land containing an area of 15 Bighas 02 Cottahs 01 Chittacks 12 Square Feet more or less situate lying at and being a divided and demarcated portion of Premises No. 88, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata-700053 and comprised of entire R.S. Dag Nos. 533, 534, 535, 536 and 537 and portions of R.S. Dag Nos. 516, 517, 518, 519, 532, 538, 539 and 540 all recorded in R.S. Khatian Nos. 36, 38, 81, 90 and 689 all in Mouza Italgata, J.L. No. 10 under Police Station Behala in the District of South 24 Parganas together with buildings dwelling houses out-houses sheds and structures thereon, all morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as "the **Bigger Property**".
- B. The said Pashupati Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 2<sup>nd</sup> May, 1955 and upon his death his seven sons Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee and wife Nayantara Debi inherited and became entitled to his estate including the said **Bigger Property**. The said

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Nayantara Debi acquired a limited estate which became absolute with the coming into effect of the Hindu Succession Act, 1956 and accordingly, she and her said seven sons became the absolute owners of the Bigger Property in equal undivided one-eighth shares each.

- C. By a Deed of Gift dated 29<sup>th</sup> May, 1962 made between Nayantara Debi as donor therein and her abovenamed seven sons Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee as donees therein and registered with the Joint Sub-Registrar of Alipore at Behala in Book No. I Volume No. 26 Pages 143 to 156 Being No. 2373 for the year 1962, the said Nayantara Debi, in consideration of her natural love and affection towards her seven sons, granted conveyed transferred assigned and assured by way of gift, amongst other properties, her undivided one-eighth part or share of and in the Bigger Property, unto and in favour of her abovenamed seven sons in equal shares, absolutely and forever.
- D. In the premises, the said seven sons of Pashupati Bhattacharjee namely Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee became seized and possessed of and well and sufficiently entitled to as the absolute owners of, amongst other properties, the Bigger Property in equal undivided one-seventh shares each and their names were recorded in the finally published R.S. Records of Rights under the said Khatian Nos. 36, 38, 81, 90 and 689.

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- E. The said Bhabani Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died a bachelor on 13<sup>th</sup> November, 1983 after making and publishing his Last Will dated 1<sup>st</sup> September, 1983 (hereinafter referred to as "the said Will") whereby and whereunder he appointed his brother Rama Prasad Bhattacharjee as the Sole Executor to his Will and gave devised and bequeathed, unto and to his six brothers, Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee, all his immovable properties (which, inter alia, included his undivided one-seventh part or share of and in the Bigger Property), absolutely and forever. Consequent to the said Will of Bhabani Prasad Bhattacharjee, the said Rama Prasad Bhattacharjee, being the Sole Executor and having accepted the office of Executorship, the estate of the said Bhabani Prasad Bhattacharjee including his undivided one-seventh share or interest into or upon the Bigger Property stood vested in him.
- F. The said Kamala Kanta Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 7<sup>th</sup> November, 1998 leaving him surviving four sons and four daughters namely, (a) Uday Bhattacharjee (b) Kalyan Bhattacharjee (c) Aloke Bhattacharjee (d) Kanchan Bhattacharjee (e) (Sm.) Chameli Mukherjee (f) (Sm.) Dipa Banerjee (alias Sefali Bhattacharjee) (g) (Sm.) Minakshi Mukherjee and (h) Hansi Rani Bhattacharjee as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh share of and in the Bigger Property, absolutely in equal 1/56<sup>th</sup> undivided shares together with all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- F1. The said Hansi Rani Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, subsequently died intestate and



unmarried on 25<sup>th</sup> November, 2005 leaving her surviving said four brothers and three sisters namely, (a) Uday Bhattacharjee (b) Kalyan Bhattacharjee (c) Alope Bhattacharjee (d) Kanchan Bhattacharjee (e) (Sm.) Chameli Mukherjee (f) (Sm.) Dipa Banerjee and (g) (Sm.) Minakshi Mukherjee, as her only heirs heiresses and legal representatives who all upon her death inherited and became entitled to her 1/56<sup>th</sup> undivided part or share of and in the Bigger Property, absolutely in equal 1/392<sup>th</sup> undivided shares Together With all her rights and entitlement as the heiress of said Kamala Kanta Bhattacharjee, one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.

- G. The said Iswari Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 30<sup>th</sup> January, 2000 leaving him surviving wife, three sons and two daughters namely, (a) (Sm.) Bijali Bhattacharjee (b) Ranjan Bhattacharjee (c) Joydeb Bhattacharjee (d) Abhijit Bhattacharjee, (e) (Sm.) Sukla Banerjee and (f) (Sm.) Shubhra Chakraborty, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh part or share of and in the Bigger Property, absolutely in equal undivided 1/42<sup>th</sup> shares Together With all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- H. The said Sankari Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 27<sup>th</sup> November 2002 leaving him surviving three sons and three daughters namely, (a) Probhat Kumar Bhattacharjee, (b) Priya Kumar Bhattacharjee, (c) Pranab Bhattacharjee, (d) (Sm.) Nilima Mukherjee, (e) (Sm.) Doli Bhattacharjee and (f) (Sm.) Jaya Ghoshal, as his only heirs heiresses and legal representatives

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who all upon his death inherited and became entitled his undivided one-seventh part or share of and in the Bigger Property, absolutely in equal undivided 1/42<sup>th</sup> shares Together With all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.

- I. In the premises, the persons named below (hereinafter collectively referred to as "the Previous Owners") became seized and possessed of and well and sufficiently entitled to as the absolute owners of the Bigger Property in the shares mentioned below corresponding to their names:

Sl. No.	Name of Previous Owners	Undivided Share
1.	Sailendra Prasad Bhattacharjee	- 1/7 <sup>th</sup> share
2.	Rama Prasad Bhattacharjee	- 1/7 <sup>th</sup> share
3.	Kingshuk Bhattacharjee	- 1/7 <sup>th</sup> share
4a.	Probhat Kumar Bhattacharjee	- 1/42 <sup>th</sup> share
4b.	Priya Kumar Bhattacharjee	- 1/42 <sup>th</sup> share
4c.	Pranab Bhattacharjee	- 1/42 <sup>th</sup> share
4d.	(Sm.) Nilima Mukherjee	- 1/42 <sup>th</sup> share
4e.	(Sm.) Doli Bhattacharjee	- 1/42 <sup>th</sup> share
4f.	(Sm.) Jaya Ghoshal	- 1/42 <sup>th</sup> share
5a.	Uday Bhattacharjee	- 1/49 <sup>th</sup> share
5b.	Kalyan Bhattacharjee	- 1/49 <sup>th</sup> share
5c.	Aloke Bhattacharjee	- 1/49 <sup>th</sup> share
5d.	Kanchan Bhattacharjee	- 1/49 <sup>th</sup> share
5e.	(Sm.) Chameli Mukherjee	- 1/49 <sup>th</sup> share
5f.	(Sm.) Dipa Banerjee	- 1/49 <sup>th</sup> share
5g.	(Sm.) Minakshi Mukherjee	- 1/49 <sup>th</sup> share
6a.	(Sm.) Bijali Bhattacharjee	- 1/42 <sup>th</sup> share





6b.	Ranjan Bhattacharjee	-	1/42 <sup>th</sup> share
6c.	Joydeb Bhattacharjee	-	1/42 <sup>th</sup> share
6d.	Abhijit Bhattacharjee	-	1/42 <sup>th</sup> share
6e.	(Sm.) Sukla Banerjee	-	1/42 <sup>th</sup> share
6f.	(Sm.) Shubhra Chakraborty	-	1/42 <sup>th</sup> share
7.	Rama Prasad Bhattacharjee, as the Sole Executor to the Estate of Bhabani Prasad Bhattacharjee, deceased, appointed by and under the said Will	-	<u>1/7<sup>th</sup> share</u>
			<u>100% share</u>

- J. One M.C. Mowjee & Company was fully seized and possessed of and well and sufficiently entitled to, amongst other properties, **All Those** pieces and parcels of contiguous landed properties containing an aggregate area of 20 Cottahs more or less comprised of portions of (a) R.S. Dag No. 530 measuring 07 Cottahs 14 Chittacks more or less, (b) R.S. Dag No. 531 measuring 06 Cottahs more or less and (c) R.S. Dag No. 541 measuring 06 Cottahs 02 Chittacks more or less, all recorded in R.S. Khatian No. 34 in the said Mouza Italgata (hereinafter collectively referred to as "the said 20 Cottah Property").
- K. By five Indentures of Conveyance all registered with the Registrar of Assurances, Calcutta, (i) one dated 21<sup>st</sup> September, 1968 and registered in Book I, Volume No. 148, Pages 191 to 210, Being No. 4598 for the year 1968, (ii) another one dated 23<sup>rd</sup> September, 1968 and registered in Book I, Volume No. 169, Pages 7 to 25, Being No. 4618 for the year 1968, (iii) another one dated 24<sup>th</sup> September, 1968 and registered in Book I, Volume No. 161, Pages 52 to 71, Being No. 4655 for the year 1968, (iv) another

one dated 24<sup>th</sup> September, 1968 and registered in Book I, Volume No. 170, Pages 31 to 50, Being No. 4656 for the year 1968, and (v) the last one dated 25<sup>th</sup> September, 1968 and registered in Book I, Volume No. 169, Pages 45 to 63, Being No. 4703 for the year 1968, the said M.C. Mowjee & Company, for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto and to M.C. Mowjee & Company Private Limited, amongst other properties, the said 20 Cottah Property, absolutely and forever.

- L. By a Deed of Exchange dated 15<sup>th</sup> April, 1969 made between M.C. Mowjee & Company Private Limited as First Party therein and said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee as Second Party therein and registered with the Joint Sub Registrar of Alipore at Behala in Book I, Volume No. 24, Pages 234 to 241, Being No. 1676 for the year 1969, the said M.C. Mowjee & Company Private Limited, in exchange of certain properties conveyed by the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee to it thereunder, thereby granted conveyed and transferred unto and to the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, amongst other properties, the said 20 Cottah Property, absolutely and forever.
- M. The said 20 Cottah Property was included in as part of Premises No. 88, B.L. Saha Road in the records of the Kolkata Municipal Corporation.
- N. By an Indenture of Conveyance dated 16<sup>th</sup> August, 2005 and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1, Pages 1 to 37, Being No. 10926 for the year 2005, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, for the consideration therein mentioned, granted sold conveyed and transferred a

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divided and demarcated portion containing an area of 05 Cottahs 10 Chittacks 19 Square Feet more or less comprised of a portion of R.S. Dag No. 541 forming part of the said 20 Cottah Property to one Salil Kumar Chowdhury, absolutely and forever.

- O. After the sale made by the said Indenture of Conveyance dated 16<sup>th</sup> August, 2005, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee continued to be seized and possessed of and well and sufficiently entitled to as the absolute owners of the remaining 14 Cottahs 05 Chittacks 26 Square Feet more or less as and being a portion of the said Premises No. 88, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata-700053 comprising of portions of R.S. Dag Nos. 530, 531 and 541 all recorded in R.S. Khatian No. 34 in the said Mouza Italgata, together with building dwelling houses sheds and structures thereon morefully and particularly mentioned and described in the **Second Schedule** hereunder written and hereinafter referred to as "the **Smaller Property**".
- P. By an Agreement for Sale dated 9<sup>th</sup> April, 2008 and supplemented by an Agreement (in the form of a letter) dated 17<sup>th</sup> August, 2010 (hereinafter referred to as "the said Sale Agreement") entered into between the Previous Owners and the Confirming Party hereto, the Previous Owners agreed to sell and transfer and the Confirming Party agreed to purchase and acquire the entirety of the Bigger Property morefully described in the First Schedule hereunder written and the Smaller Property lying adjacent and contiguous to each other and containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less either in its own name or in the name of its nominee and/or nominees, free from all encumbrances mortgages charges leases tenancies occupancies liens lispensens restrictions restrictive covenants attachments trusts uses

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debutters claims demands acquisition requisition alignment and liabilities whatsoever or howsoever and with complete vacant possession at or for a total consideration of Rs. 10,00,00,000/- (Rupees ten crores) only.

- Q. The Confirming Party decided to obtain the Deed of Conveyance and/or Transfer in respect of undivided one-half part or share of and in both the Bigger Property and the Smaller Property in its favour at a consideration of Rs. 5,00,00,000/- (Rupees five crores) only and for the remaining undivided one-half part or share of and in such Bigger Property and the Smaller Property the Confirming Party irrevocably nominated the Vendor hereto, South City Projects (Kolkata) Limited in its place and stead and requested the Previous Owners to execute the Deed of Conveyance and/or Transfer in respect thereof directly in favour of the Vendor hereto at a consideration of Rs. 5,00,00,000/- (Rupees five crores) only.
- R. By an Indenture of Conveyance dated 25<sup>th</sup> August, 2010 and registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book I, Volume No. 30, Pages 3926 to 3968, Being No. 08762 for the year 2010, (a) all the 23 Previous Owners named in Recital I above, for the consideration of Rs. 4,78,00,000/- (Rupees four crores seventy eight lakh) only granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Bigger Property described in the First Schedule hereunder written unto and in favour of the Confirming Party hereto absolutely and forever AND the 22 Previous Owners named in Serial Nos. 1, 2, 3, 4a to 4f, 5a to 5g and 6a to 6f of Recital I above, as being the only persons entitled to the benefits in respect of the undivided one-seventh share of the said deceased Bhabani Prasad Bhattacharjee concurred, confirmed and assured the sale of undivided one-seventh share made thereby by the Sole Executor of the said Will of the said Bhabani Prasad



Bhattacharjee, namely Rama Prasad Bhattacharjee being the Previous Owner named in Serial No. 7 of Recital I above in favour of the Confirming Party hereto AND Smt. Urmila Banerjee, being the sole surviving sister of the said deceased Bhabani Prasad Bhattacharjee joined in as Confirming Party thereto and concurred and confirmed the sale made thereby by the said Previous Owner named in Serial No. 7 of Recital I above in favour of the Confirming Party hereto, and (b) along with the sale of the said share in the Bigger Property, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, being two of the Previous Owners named in Serial Nos. 1 and 2 of Recital I above, for the consideration of Rs. 22,00,000/- (Rupees twenty two lakh) only also granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Smaller Property described in the Second Schedule hereunder written unto and in favour of the Confirming Party hereto absolutely and forever.

- S. By another Indenture of Conveyance dated 25<sup>th</sup> August 2010 and registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book I, Volume No. 30, Pages 3969 to 4012, Being No. 08764 for the year 2010, (a) all the 23 Previous Owners named in Recital I above, for the consideration of Rs. 4,78,00,000/- (Rupees four crores seventy eight lakh) only granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Bigger Property described in the First Schedule hereunder written unto and in favour of the Vendor hereto, South City Projects (Kolkata) Limited absolutely and forever AND the 22 Previous Owners named in Serial Nos. 1, 2, 3, 4a to 4f, 5a to 5g and 6a to 6f of Recital I above, as being the only persons entitled to the benefits in respect of the undivided one-seventh share of the said deceased Bhabani Prasad Bhattacharjee concurred, confirmed and assured the sale of undivided one-seventh share made thereby by the Sole Executor of the said Will of the

The image shows three handwritten signatures in black ink. The first signature on the left is a stylized 'R' with a horizontal line underneath. The middle signature is a cursive 'S' with a horizontal line underneath. The third signature on the right is a cursive 'S' with a horizontal line underneath.

said Bhabani Prasad Bhattacharjee, namely Rama Prasad Bhattacharjee being the Previous Owner named in Serial No. 7 of Recital I above in favour of the Vendor hereto AND Smt. Urmila Banerjee, being the sole surviving sister of the said deceased Bhabani Prasad Bhattacharjee joined in as Confirming Party thereto and concurred and confirmed the sale made thereby by the said Previous Owner named in Serial No. 7 of Recital I above in favour of the Vendor hereto, and (b) along with the sale of the said share in the Bigger Property, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, being two of the Previous Owners named in Serial Nos. 1 and 2 of Recital I above, for the consideration of Rs. 22,00,000/- (Rupees twenty two lakh) only also granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Smaller Property described in the Second Schedule hereunder written unto and in favour of the Vendor hereto absolutely and forever and (c) the Confirming Party hereto joined in as a Confirming Party thereto also and concurred and confirmed such sale of the said share in the Bigger Property and in the Smaller Property unto and in favour of the Vendor hereto.

- T. In the premises, the Confirming Party and the Vendor hereto became seized and possessed of and well and sufficiently entitled to as the absolute owners of the Bigger Property and the Smaller Property lying adjacent to each other and containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less and hereinafter collectively referred to as "the said Property" in equal undivided one-half shares each.
- U. The said Property measuring 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less was separately re-assessed and numbered by the Kolkata Municipal Corporation as Premises No. 88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata-700053 and the Confirming





Party and the Vendor caused to be mutated their names as owners of the said Property in the records of the Kolkata Municipal Corporation vide Assessee No. 41-116-03-0728-0 and also in the records of the B.L.&L.R.O., Behala in respect of entire R.S. Dag Nos. 533, 534, 535, 536 and 537 and portions of R.S. Dag Nos. 516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 under R.S. Khatian Nos. 34, 36, 38, 81, 90 and 689. Further, the Additional District Magistrate and District Land & Land Reforms Officer granted conversion in respect of the land contained in the said R.S. Dag Nos. 516, 517, 518, 519, 530, 532, 533, 534, 535, 536, 537, 538, 539, 540 and 541 forming part of the said Property to 'housing complex' on 27.05.2015.

- V. The Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 pursuant to an application in compliance with Rule 4 (4) of the Building Rules, 1990 of the Kolkata Municipal Corporation have issued a No Objection Certificate dated 26<sup>th</sup> December, 2016 to the Confirming Party and the Vendor *inter-alia* stating that they do not have any objection if sanction is accorded to the plan by the Kolkata Municipal Corporation for construction of a building at the said Property and that the Confirming Party and the Vendor do not appear to hold any land in excess of the ceiling limit prescribed under the provisions of the said Act of 1976 against the said property.
- W. Plan for construction of a building complex at the said Premises has been sanctioned by the Kolkata Municipal Corporation (hereinafter referred to as "the said Sanction Plan") in the name of the Confirming Party and the Vendor hereto.

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- X. For various reasons, the Vendor decided and has agreed to sell to the Confirming Party its undivided one-half part or share of and in the said Property containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less together with like share of and in all building dwelling houses out house quarters sheds and structures thereon (which undivided one-half share is morefully and particularly mentioned and described in the **Third Schedule** hereunder written and hereinafter referred to as "the said share in the said Property") and together with the benefits of the said Sanction Plan and all permissions and clearances obtained and/or pending in connection with the said Sanction Plan and relating to development of the said share in the said Property free from all encumbrances with right to hold possession of entirety of the said Property absolutely at and for a total consideration of Rs. 30,00,00,000/- (Rupees thirty crores) only and the Confirming Party has agreed to purchase the same as aforesaid at the said consideration in the name of itself and/or its nominee or nominees, to which the Vendor has agreed.
- Y. In exercise of its rights, the Confirming Party has irrevocably nominated the Purchasers hereto, namely Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. to the Vendor in its place and stead and requested the Vendor to convey its said share in the said Property together with the benefits of the said Sanction Plan and all permissions and clearances obtained and/or pending in connection with the said Sanction Plan and relating to development of the said share in the said Property free from all encumbrances, directly in favour of the Purchasers hereto in the following proportion at and for the same consideration of Rs. 30,00,00,000/- (Rupees thirty crores) only payable by the Purchasers to the Vendor as follows:

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Sl. No.	Name of Purchaser	Share in the said Property being conveyed	Consideration payable by each Purchaser
(i)	Sugam Griha Nirmaan Ltd., being the Purchaser No. 1 hereto	Undivided 1/4th (25%) share in the said Property	Rs. 15,00,00,000/-
(ii)	Goodluck Infradevelopers Pvt. Ltd., being the Purchaser No. 2 hereto	Undivided 1/8th (12.50%) share in the said Property	Rs. 7,50,00,000/-
(iii)	Super Diamond Nirman Pvt. Ltd., being the Purchaser No. 3 hereto	Undivided 1/8th (12.50%) share in the said Property	Rs. 7,50,00,000/-
	<b>Total:</b>	Undivided 1/2th (50%) share in the said Property	<b><u>Rs.30,00,00,000/-</u></b>

Z. The Vendor is accordingly executing this Indenture of Conveyance conveying its said share in the said Property together with the benefits of the said Sanction Plan and all permissions and clearances obtained and/or pending in connection with the said Sanction Plan and relating to development of the said share in the said Property free from all encumbrances in favour of the Purchasers with right to hold possession of the said Property jointly with the Confirming Party and the Confirming Party is hereby concurring and confirming the same as hereinafter contained.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said Agreement and Nomination and in consideration of the sum of Rs. 30,00,00,000/- (Rupees thirty crores) only in hand and well and truly paid to the Vendor by the Purchasers at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the

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same and every part thereof the Vendor doth hereby acquit release and forever discharge the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be in favour of the Purchasers) the Vendor doth hereby grant sell convey transfer assign and assure and the Confirming Party doth hereby concur and confirm unto and to the Purchasers **ALL THAT** undivided one-half (50%) part or share of and in the pieces and parcels of contiguous land containing an area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less situate lying at and being Premises No. 88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata-700053 and comprised of entire R.S. Dag Nos. 533, 534, 535, 536 and 537 and portions of R.S. Dag Nos. 516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 all recorded in R.S. Khatian Nos. 34, 36, 38, 81, 90 and 689 all in Mouza Italgata, J.L. No. 10, under Police Station Behala in the District of South 24-Parganas in the State of West Bengal together with like share of and in all building dwelling houses out house quarters sheds and structures thereon (which undivided one-half share is morefully and particularly mentioned and described in the **Third Schedule** hereunder written and hereinafter referred to as "the said share in the said Property") **TOGETHER WITH** like undivided one-half part or share of and in all and singular the edifices, fixtures, gates, courts, courtyards, compound, compound walls, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights, electric and other connections, fixtures, fittings and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits in respect of the said Property and every part thereof to the extent of one-half share therein **AND** all and entire estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into

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out of or upon the said Property and every part thereof **AND TOGETHER WITH** the benefits of the said Sanction Plan and all permissions and clearances obtained and/or pending in connection with the said Sanction Plan and relating to development of the said share in the said Property **AND** all deeds pattahs muniments writings and other evidence of title which in any way relate to or concern the said Property or any part thereof which now is or are or hereafter shall or may be in the possession or power or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or any other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances.

**II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS** as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor and/or its predecessors-in-title made done omitted executed or knowingly permitted or suffered to the contrary, the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrance charge condition restriction use trust or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendor and/or its predecessors-in-title have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby


 The block contains several handwritten signatures in black ink. On the left, there are two signatures, one above the other. In the center, there are two more signatures, one above the other. On the right, there is a single large signature. These signatures are likely the Vendor and the Purchasers mentioned in the text above.

granted sold conveyed and transferred or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;

- (iii) **AND THAT** notwithstanding any act deed matter or thing whatsoever made done as aforesaid the Vendor hath now in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits and rights 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;
- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispens attachments leases tenancies occupancy-rights uses debutters trusts claims demands and liabilities whatsoever or howsoever.
- (v) **AND THAT** the Purchasers shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the said Property jointly and in common with the Confirming Party owning the remaining undivided one-half share therein and receive the rents issues and profits thereof to the extent of one-half share without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming through under or in trust for the Vendor and/or its predecessors-in-title or interest and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and every person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases


 The bottom of the page contains several handwritten signatures and initials. On the left, there are two initials that appear to be 'WS'. In the center, there are two sets of initials, each consisting of a vertical line followed by a stylized 'R' or 'K'. On the right, there are two cursive signatures that appear to be 'Chace'.