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SARAOJI & COMPANY  
ADVOCATES  
1B-K, S. ROY ROAD,  
KOLKATA-700 011

*Arindam Sarma*



66324

15 NOV 2014  
SUBANJAN SARKAR, JUDGE  
C.C. Court  
7E 3, K 5, Roy Road, TOL-1

*[Signature]*

15 NOV 2014

ASPS DEVELOPERS LLP  
DESIGNATED PARTNER



66334

For Akantha Nirman Private Limited  
Supriyo Mukherjee  
Director



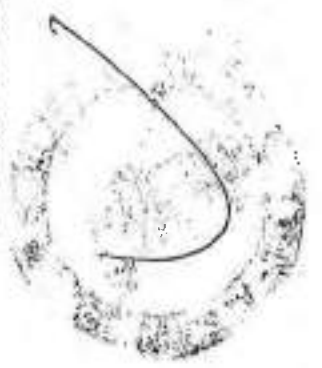
66344

For Akantha Nirman Private Limited  
Kshirodhan  
Authorized Signatory



66354

Arun Kumar and Infrastructures Ltd.  
Directors / Authorised Signatory



ADDITIONAL SECRETARY  
OF ASHRAU  
KOLKATA  
1 DEC 2014

*Arindam Sarma*  
ASPS Developers LLP  
Director

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AKANKHA NIRMAN PRIVATE LIMITED (Formerly, Max Cement Private Limited), a company incorporated under the Companies Act, 1956, having its PAN/AADCMM2978B and having its registered office at BA-2, Sector -I, Salt Lake City, Kolkata-700064 (represented by its Director Sri Supriyo Mukherjee, son of Sri Ramen Mukherjee, having his PAN ALMPM7303B and residing at 59, Ananda Palit Road, Kolkata 700014 and the Authorised Signatory Sri Rajib Ghosh, son of Sri Arun Kijmar Ghosh residing at 22, Brahmaipur, Regent Park, Kolkata 700070) hereinafter referred to as "the FIRST CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its permitted successors-in-interest and permitted assigns) of the SECOND PART.

AND

(1) AARUSH HOMES & INFRASTRUCTURES LIMITED, a Company incorporated under the Companies Act, 1956 and having its PAN AAJCA5783A, and having its registered office at Room No. 3'O', on the third floor in Block 1 of premises No.4, Chowringhee Lane, Kolkata-700016 (represented by its Director Sri Hari Charan Gupta son of Late L.C. Gupta, having his PAN AAUPG2106P, and residing at Main Road, Barbil, 758035, Orissa (2) CAPTAIN DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN AAEC0429N, and having its registered office at CD-35, Sector-1, Salt Lake City, Kolkata-700064 (represented by its Director Sri Harish Girda, son of Sri Lalit Kumar Girda, having his PAN AIRPG3901B, residing at CO-35, Sec -1, Salt Lake, Kolkata) both hereinafter jointly referred to as "the SECOND CONFIRMING PARTIES" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective permitted successors-in-interest, and permitted assigns of each of the said company) of the THIRD PART.

*At 1 of Mahanagar  
by the per of  
[Signature]*



6632 ✓

Capital Dealcom Private Limited

Amir  
Director



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LT1 of Malabar Law  
By the power of  
K. S. Srinivasan

K. S. Srinivasan  
Director  
...dispute judges' Court,  
Kolkata - 700021



ADDITIONAL REGISTRAR  
OF ASSURANCE POLICIES  
KOLKATA  
- 1 DEC 2014

## AND

ASPS DEVELOPERS LLP, a limited liability partnership, a body incorporate and registered under The Limited Liability Partnership Act 2008 ( 6 of 2009) and duly registered with the Registrar of Companies, West Bengal having its LLPIN: AAB-5512 of 2013, having its PAN No. AAXFA5713D and having its registered office at 68/2, Harish Mukherjee Road, Kolkata - 700025 (represented by its Designated Partner Mr. Ajay Kumar Shroff, son of Shri Amar Nath Shroff, a Hindu businessman residing at 68/2, Harish Mukherjee Road, Kolkata 700025 having his PAN No. AIMP9017P) hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context include its permitted successors-in-interest and permitted assigns) of the FOURTH PART.

## WHEREAS

1. By a Bengali Saff Bikroy Kobala dated 1<sup>st</sup> May 1944 made between Nani Gopal Sur as "Kobala Grahita" and Nut Behari Addhya as "Kobala Data" and registered in Book No. 1 Volume No. 26 Pages 202 to 2007 being No. 747 for the year 1944 with Sub-Registration Office, Sealdah, the said Nut Behari Addhya for the consideration and in the Premises therein stated absolutely sold and transferred in favour of the said Nani Gopal Sur All That piece and parcel of Bastu Land containing 11 Cottahs 12 Chatacks and 5 Sq.ft. being Municipal Premises No. 45/1, Christopher Road, Kolkata absolutely and forever and free from encumbrances.
2. By a Bengali Saff Bikroy Kobala dated 14<sup>th</sup> December 1945 made between Nani Gopal Sur as "Kobala Grahita" and Balai Lal Mondal as Kobala Data

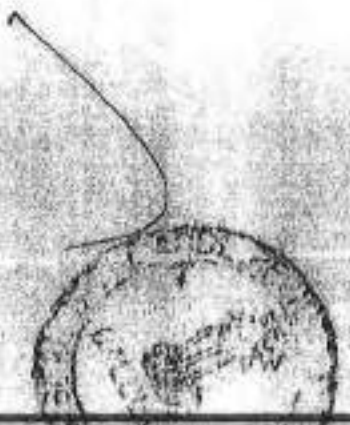
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and registered in Book No. 1 Volume No. 51 Pages 224 to 235 Being No. 2360 for the year 1945 with Sub Registration Office, Sealoh, the said Balai Lal Mondal for the consideration and in the premises therein stated sold and transferred in favour of the said Nani Gopal Sur All That piece or parcel of Bastu Land containing 7 Cottahs 12 Chattacks (out of 15 Cottahs 8 Chattacks) being an identified portion of municipal premises No. 45, Christopher Road, Calcutta as therein described absolutely and forever and free from encumbrances.

3. By an Indenture of Conveyance dated 12<sup>th</sup> March, 1946 made between Ashutosh Dey and Srimati Malini Dassi both as Vendors AND Atul Chandra Bhaduri, Amulya Chandra Bhaduri and Sudhir Chandra Bhaduri all as Purchasers and registered with Sub-Registrar of Sealoh in Book No. 1 Volume No. 21 Pages 74 to 83 being No. 502 for the year 1946, they the said Ashutosh Dey and Srimati: Nirmala Nalini Dassi in the premises and for the consideration therein stated sold and transferred All That partly two and partly three storied brick built messuages tenements and dwelling house together with rent free piece and parcel of land thereunto belonging and on part whereof the same was erected and built containing by estimation 7 Bighas 8 Cottahs and 7 Chattacks more or less (including three tanks) situate lying at and being Premises No. 41, Christopher Road, within the Municipal limits of Calcutta, Mouza-Gobra, Sub-registration office at Sealoh, P.S. Entally, Dihhi Panchannagram in the District of 24 Parganas and All That rent free land containing by estimation 1 Bigha 8 Cottahs 6 Chittacks more or less lying at and being Premises No. 43, Christopher Road, Calcutta, Mouza-Gobra. Sub- Registration office at Sealoh, P.S. Entally, Dihhi Panchannagram in the District of 24 Parganas in favour of the

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said Atul Chandra Bhaduri, Amulya Chandra Bhaduri and Sudhir Chandra Bhaduri absolutely and forever and free from encumbrances.

4. By an Indenture of Mortgage dated 12<sup>th</sup> March 1946 made between the said Atul Chandra Bhaduri, Amulya Chandra Bhaduri and Sudhir Chandra Bhaduri all as Mortgagors of the One Part and Calcutta National Bank as Mortgagee of the Other Part and registered with Sub-Registrar of Sealdah in Book No. 1 Volume No. 13 Pages 163 to 171 being No. 503 for the year 1946 the said mortgagors granted and assured the said premises No. 41 and 43 Christopher Road, Calcutta and also the land measuring 6.6276 acres being Plot No. 3 of the East India Rly (relinquished land in mile 3 Calcutta Chord Rly) situated at Village Dewan Chowk (Bally) Pargana Boro Sub-Registration Office Howrah District Howrah described in the Schedule thereunder written unto and in favour of the said Mortgagee as security and charge for the amount (therein stated) advanced to the mortgagors at the interest subject to proviso of redemption therein contained.

5. By a Bengali Saff Bikroy Kobala dated 16<sup>th</sup> April, 1946 made between Nani Gopal Sur as Kobala Grahita and Bhupendra Nath Dutta as Kobala Data and registered in Book No. 1 Volume No. 21 Being No. 734 for the year 1946 with Sub-Registration Office Sealdah the said Bhupendra Nath Dutta for the consideration and in the premises therein stated sold and transferred in favour of Nani Gopal Sur All That piece and parcel of Bastu Land containing 18 Cottahs out of the Lands appertaining to municipal premises No. 47 Christopher Road, Calcutta absolutely and forever and free from encumbrances.

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6. By a Bengali Saff Bikroy Kobala dated 16<sup>th</sup> April, 1946 made between Nani Gopal Sur as Kobala Grahita and (1) Samrendra Nath Ghosh Chowdhury (2) Amrendra Nath Ghosh Chowdhury (3) Dinendra Nath Ghosh Chowdhury all jointly as Kobala Data and registered in Book No. 1 Volume No. 24 Pages 76 to 82 being No. 735 for the year 1946 with Sub-Registration Office Sealidah they the said (1) Samrendra Nath Ghosh Chowdhury (2) Amrendra Nath Chowdhury and (3) Dinendra Nath Ghosh Chowdhury for the consideration and in the premises therein stated sold and transferred in favour of Nani Gopal Sur All That piece and parcel of Bastu Land containing 5 Cottahs and 8 Chatacks out of the Lands of 47, Christopher Road, Kolkata, absolutely and forever and free from encumbrances.
7. On or about 10<sup>th</sup> April, 1948 the said Atul Chandra Bhaduri died intestate.
8. By a Bengali Saff Bikroy Kobala dated 23<sup>rd</sup> September, 1948, made between Nani Gopal Sur as "Kobala Grahita" and (1) Anadi Mohan Mondal (2) Smt. Alahadi Dasi both jointly as "Kobala Data", and registered in Book No. 1 Volume No. 36 Pages 227 to 239 being No. 1741 for the year 1948 with Sub-Registration Office, Sealidah, they the said Kobala Data namely (1) Anadi Mohan Mondal and (2) Smt. Alahadi Dasi for the consideration and in the premises therein stated absolutely sold and transferred in favour of Nani Gopal Sur All That piece and parcel of Bastu Land containing 7 Cottahs 12 Chatacks (out of Land measuring 15 Cottahs & Chatacks) being portion of municipal premises No. 45, Christopher Road, Kolkata as therein described absolutely and forever free from encumbrances.
9. On or about 14<sup>th</sup> February, 1956 the said Amulya Chandra Bhaduri died intestate.

ADJUTAN REGISTRAR  
OF RAJASTHAN  
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10. By a conveyance dated 20<sup>th</sup> February, 1962 made between Sudhir Chandra Bhaduri therein referred to as the Vendor of the one part and Nani Gopal Sur, therein referred to as the Purchaser of the other part and duly registered in Book No. 1, Volume No. 10, Pages 160 to 166, being No. 872, for the year 1962 with the Registrar of Calcutta the said Sudhir Chandra Bhaduri for the consideration and in the premises therein stated sold in favour of the said Nani Gopal Sur, **FIRSTLY, ALL THAT** undivided one third part or share of the said Sudhir Chandra Bhadhuri, in All that partly two and partly three storied brick built messuage tenements and dwelling house together with rent free piece and parcel of land thereunto belonging and on part whereof the same was erected and built containing by an estimation 7 Bighas 8 Cottahs and 7 Chittacks more or less (including three tanks) situate lying at and being premises No. 41 Christopher Road, within the Municipal limits of Calcutta, Mouza-Gobra, Sub-Registration Office, Sealdah, P.S. Entally, Dishi Panchannagram, in the District of 24 Parganas, **AND SECONDLY, ALL THAT undivided one third part and share of the said Sudhir Chandra Bhadhuri in All that rent free piece and parcel of land containing by estimate 1 Bigha 8 Cottahs and 6 Chittacks more or less lying at and being premises No. 43, Christopher Road, within the Municipal limits of Calcutta, Sub-Division-1, Dishi Panchannagram, Mouza-Gobra, Sub-registration office at Sealdah, P.S. Entally in the District of 24 Parganas absolutely and forever but subject to the said mortgage**

11. By an indenture dated 20<sup>th</sup> February, 1962 made between Smt. Sumati Debi Chowdhurani, Jyoti Shankar Bhaduri, Ajit Sankar Bhaduri, Ajay Sankar Bhaduri, Asit Sankar Bhaduri and Amal Sankar Bhaduri (widow and sons respectively of Atul Chandra Bhaduri), and Smt. Suprova Debi Chowdhurani (widow of Late Jyotsna Shankar Bhaduri) and Aresh Sankar Bhaduri and

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Anish Sankar Bhaduri, Abhijeet Bhaduri and Kumari Shukla Bhaduri, minor sons and daughter of Late Jyotsna Shankar Bhaduri, deceased (represented by their mother and natural guardian Smt. Suprova Debi Chowdhurani), all therein called the vendors and the said Nani Gopal Sur, therein called the purchaser, and duly registered with the Registrar of Calcutta, in Book No. 1, Volume No. 55, Pages 8 to 17, being No. 873 for the year 1962 THEY the said Smt. Sumati Debi Chowdhurani, Jyoti Sankar Bhaduri, Ajit Sankar Bhaduri, Ajay Shankar Bhaduri, Asit Shankar Bhaduri, Amal Shakar Bhaduri, Smt. Suprova Debi Chowdhurani, Asesh Sankar Bhaduri, Anish Sankar Bhaduri, Abhijeet Bhaduri and Kumari Sukla Bhaduri for the consideration and in the premises therein stated sold and transferred in favour of the said Nani Gopal Sur, **FIRSTLY, ALL THAT undivided one third part or share of the said Atul Chandra Bhaduri in All that partly two and partly three storied brick built message tenements and dwelling house together with rent free piece and parcel of land thereunto belonging and on part whereof the same was erected and built containing by estimation 7 Bighas 8 Cottahs and 7 Chittacks more or less including three tanks situate lying at and being premises No. 41, Christopher Road, within the Municipal limits of Calcutta, Mouza-Gobra, Sub-registration office at Sealdah, P.S. Entally, Dihri Panchannagram in the District of 24 Parganas and SECONDLY ALL THAT one third share or part of the said Atul Chandre Bhaduri in All that rent free piece and parcel of land containing by estimation 1 Bigha 8 Cottahs 6 Chittacks more or less lying at and being premises No. 43, Christopher Road, Kolkata - 700 046 within the Municipal limits of Calcutta Sub-Division 1, Dihri Panchannagram, Mouza-Gobra, Sub-registration office Sealdah, P.S. Entally, in the District of 24 Parganas absolutely and forever but subject to the said mortgage.**

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12. By another Conveyance dated 20<sup>th</sup> February, 1962 made between Smt. Suchari Debi Chowdhurani, Arun Sankar Bhaduri and Amitava Shankar Bhaduri (widow and sons respectively of Late Amulya Chandra Bhaduri), all therein called the Vendors of the One part and the said Nani Gopal Sur, therein called the Purchaser of the other part and duly registered with the Registrar of Calcutta, in Book No. 1, Volume No. 46, Pages 117 to 124, being No. 874, for the year 1962 THEY the said Smt. Sucharu Debi Chowdhurani, Arun Sankar Bhaduri and Amitava Shankar Bhaduri for the consideration and in the premises therein stated sold and transferred unto and in favour of the said Nani Gopal Sur FIRSTLY, ALL THAT, undivided one third part or share of the said Late Amulya Chandra Bhaduri, in all that partly two and partly three storied brick built messuage tenements and dwelling house together with rent free piece and parcel of land thereunto belonging and on part whereof the same was erected and built building by estimation 7 Bighas 8 Cottahs and 7 Chittacks more or less including three tanks situate lying and being premises No. 41, Christopher Road, Kolkata - 700 046 within the Municipal limits of Calcutta, Mouza-Gobra. Sub-registration office at Sealdah, P.S. Entally, Dihi Panchannagram, in the District of 24 Parganas and SECONDLY, ALL THAT undivided one third part or share of the said Amulya Chandra Bhaduri in all that rent free piece and parcel of land containing by estimation 1 Bicha 8 Cottahs 6 Chattacks more or less lying at being Premises No. 43, Christopher Road, Kolkata - 700 046, within the limits of Municipal of Calcutta in Sub-Division 1, Dihi Panchannagram, Mouza-Gobra, Sub-registration office Sealdah, P.S. Entally, in the District of 24 Parganas absolute forever but subject to mortgage.

13. By an Indenture dated 7<sup>th</sup> May 1962 made between Calcutta National Bank Ltd (in liquidation) represented through its official liquidator therein called

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Mortgagee and Srimati Sumati Devi Chowdhurani, Jyoti Sankar Bhaduri, Ajit Sankar Bhaduri, Ajoy Sankar Bhaduri, Ashit Sankar Bhaduri and Smal Sankar Bhaduri widow and sons respectively of Atul Chandra Bhaduri deceased AND Srimati Suprova Devi Chowdhurani, Ashes Sankar Bhaduri, Anil Sankar Bhaduri, Abhijit Sankar Bhaduri and Kumari Sukla Bhaduri widow sons and daughter respectively of Jyotsna Sankar Bhaduri deceased AND Sudhir Chandra Bhaduri, AND Smt, Sucharu Devi Chaudhrani, Arjun Sankar Bhaduri and Amitava Sankar Bhaduri widow and sons respectively of Amulya Chandra Bhaduri, deceased, all therein called Morgagors and registered in Book No. 1 Volume No.83 pages 128 to 136 being No. 2348 for the year 1962, the said Mortgagee for the consideration of payment of the amount therein stated in full satisfication of all principal monies and interest and costs secured by the said Deed of Mortgage dated 12<sup>th</sup> March 1946 and in pursuance of an order dated 27<sup>th</sup> August 1956 therein detailed, released received and reassured unto the said Mortgagors All and singular the messuages, lands hereditaments, and premises comprised in and granted or otherwise assured and charged by the said Indenture of Mortgage of expressed so to be being the said premises nos 41 and 43 Christopher Road Calcutta and the said land measuring 6.6276 acres being let No. 3 of the East India Rly relinquished land in mile 3 Calcutta Chord Rly situated at Village Dewan Chowr (Bally) Pargana Bore Sub-Registration office Howrah District Howrah all described respectively schedule (A) (B) and (C) thereunder written And as such the said Lands transferred to Nani Gopal Sur as recited in the recitals 10,11 and 12 became free and released from the mortgage charge and security of the said Calcutta National Bank Ltd (In liquidation)



14. By a Conveyance dated 27<sup>th</sup> July 1962 made between (1) Anish Sankar Bhaduri (2) Abhijit Sankar Bhaduri and (3) Kumari Sukla Bhaduri (sons and daughter of Jyotsna Sankar Bhaduri deceased) all minors (under the age of 18 years) represented by their mother and natural guardian Smt. Suprova Devi Chadurani thereafter called "the Vendors" of the one part and Nani Gopal Sur of the Other Part and registered with the Registrar of Calcutta in Book No I Volume No. 119 pages 63 to 67 being No. 3933 for the year 1962, the said Smt Suprova Devi Choudhrani having applied (as being the mother natural guardian of the said minor Vendors) in the Court of the District Judge at Alipur in Act XXXII Case No. 61 of 1962, an order (being order No. 3) having been made on 7<sup>th</sup> July 1962 by the Learned Court permitting her to sell the undivided 1/105<sup>th</sup> part share of minor vendors in premises No. 41 and 43 Christopher Road, Kolkata, the said Vendors represented by their said mother for the consideration and the premises therein stated (and for more perfectly assuring) transferred sold and conveyed each of their 1/105<sup>th</sup> part or share in Firstly All that partly two and partly three storied brick built messuage and dwelling house Together with rent free land thereunto belonging containing by estimator 7 Bighas 8 Cottahs and 7 Chirtacks (more or less situate lying at being premises No. 41 Christopher Road, within the municipal limits of Calcutta Mouza Gobra Dibi Pancnannagram Sub Registration Office Sealdah Police Station Entally District 24- Parganas And Secondly in All rent free land containing by estimation 1 Bigha 8 Cottahs 6 chatacks (more or less) situate lying at and being premises No. 43 Christopher Road within the municipal limits of Calcutta Mouza Gobra Dibi Pancnannagram Sub-Registration Office Sealdah Police Station Entally District 24-Parganas.

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15. By virtue of the said in part recited respective following Conveyances and

Saf: Bikroy Kobala the said Nani Gopal Sur purchased the following Lands

(i)	All three Conveyance dated 20 <sup>th</sup> February 1962 respectively	Bighas	Cottah	Chattacks	Sq.ft.	Premises No.
	registered as (i) being No. 872 of 1962 (ii) being No. 873 of 1962 (iii) being No. 874 of 1962, all registered in Book with registrar of Calcutta.	7	8	7	0	41 Christopher Road
		1	8	6	0	43 Christopher Road

(ii) Saf Bikroy Kobala dated 1<sup>st</sup> May 1944 registered as being No. 747 of 1944 with Sub-registration office Sealdah.

(iii) Saf Bikroy Kobala dated 4<sup>th</sup> December 1945 registered as being No. 2350 of 1945 with Sub registration office Sealdah.

	0	7	12	0	0	45
						Christopher Road

(iv) Saf Bikroy Kobala dated 16<sup>th</sup> April 1946 registered as being No. 734 of 1946

	0	18	0	0	0	47
						Christopher Road

(v) Sa: Bikroy Kobala dated 16<sup>th</sup> April 1946 registered as being No.

	0	5	8	0	0	47
						Christopher Road

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735 of 1946 with Sub-  
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(vi) Saf Bikroy Kooala dated 0 7 12 0 Out of 45  
23<sup>rd</sup> September 1948 Christopher  
registered as being No. Road  
1741 of 1948 with Sub  
Registration office  
Sealdah

= 11 Bighas 7 Cottahs 9 Chittacks 5 Sq.ft.  
= 227 Cottahs 9 Chittacks 5 Sq.ft.

16. The said Nani Gopal Sur having thus purchased the total lands measuring 11 Bighas 7 Cottah 9 Chittacks and 5 sq.ft. comprised of/part of the lands of Municipal premises nos 41,43 and 45 Christopher Road (formed out of 41,43,45, 45/1 and 47 Christopher Road, Calcutta) together with dwelling houses structures etc lying situated therein or on part thereof was the full and absolute owner thereof and was having heritable and transferable rights free from encumbrances charges mortgages acquisitions lispendens.

17. The said Nani Gopal Sur and One Nandlal Sur and one Rabindra Nath Sur were carrying on business in co-partnership under the style of "Sur & Co" having its place of business at 45 Christopher Road, Calcutta.

18. The said M/s. Sur & Co (hereinafter called "Borrowers") availed overdraft and cash credit facilities from United Industrial Bank Ltd against hypothecation of raw materials, finished goods and plants and machinery and also against equitable mortgage by deposit of Title Deeds

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interalia in respect of (1) All those pieces and parcels of lands owned by the said Nani Gopal Sur containing altogether 227 Cottahs 9 Chattaacks and 5 sq.ft. more or less along with dwelling houses and other structures situate lying at and being municipal municipal premises Nos 41, 43 and 45 Christopher Road, Calcutta and (2) All that land and premises owned by M/s. Sur & Co containing 24 Cottahs 1 Chattaacks and 22 sq.ft. comprised in and forming part 47 Christopher Road.

19 The said borrowers having failed to pay the dues of the said United Industrial Bank Ltd, the said bank filed a suit in the Court of 9<sup>th</sup> Civil Judge, Senior Division, Alipore, being Title Suit No. 42 of 1976, against the said Messrs Sur & Company, the partnership firm and its surviving partners, namely, Nani Gopal Sur, Rabindra Nath Sur, and one Somnath Sur (the heir of Deceased partner Nandlal Sur) praying for preliminary mortgage decree for the amount mentioned in the plaint inclusive of interest, further interest and other reliefs stated in the plaint filed in the said Suit.

20 Subsequently the said United Industrial Bank Limited was amalgamated with Allahabad Bank Ltd, and accordingly all the assets and liabilities of the said United Industrial Bank Limited were taken over by Allahabad Bank Ltd, and the said Allahabad Bank Ltd, subsequently became a nationalized bank and the name of the said Allahabad Bank was substituted as the Plaintiff in the said Title Suit No. 42 of 1976 in the Court of 9<sup>th</sup> Civil Judge, Senior Division, Alipore.

21. The said partners of Sur & Co having died from time to time the respective legal heirs and representatives were substituted as defendants as in the said suit and connected proceedings.

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22. On or about 10<sup>th</sup> July, 1981, the 9<sup>th</sup> Court of Civil Judge, Senior Division, at Alipore, passed a final decree in the said Title Suit No. 42 of 1976 in terms of a joint petition of compromise agreed and signed by the said Bank and the defendants in the said suit (which decree was signed and Sealed by Court on 30<sup>th</sup> March 1982) And the said suit was accordingly disposed of and the defendants being the judgement debtors agreed to pay the decreetal dues in equal monthly installments as therein stated and first of such installments commenced and became payable on or before 7<sup>th</sup> July, 1981 and all subsequent instalments were agreed to be paid within 15<sup>th</sup> of each succeeding months, and it was also agreed that any default in payment of any six monthly instalments the entire decreetal dues with interest and costs would at once become payable and the plaintiff bank would be entitled to put the mortgaged property described in the Schedules 'C' and 'D' to the plaint and in the Schedule of the said joint petition of compromise, on sale in the execution of the said decree, And also that if the sale proceeds of the mortgaged property be not sufficient to satisfy the amount due to the plaintiff bank then plaintiff bank will be at liberty to apply for a personal decree against the defendants. And also that if the said decreetal dues were paid by the judgements debtors regularly in monthly installment in the manner stated in the said joint petition of compromise then the plaintiff bank will give up interest payable on the principal amount from the date of the decree. The properties which were the subject matter of the said Decree were interalia.

Owned by Nani Gopal Sur.



(a) ALL THAT partly two storied and partly three storied brick built messuage tenement dwelling house together with rent free land where on the same was built containing by estimation 7 Bighas 8 Cottahs and 7 Chittacks more or less (including there tanks) lying at and being the premises No. 41, Christopher Road, within the limit of Kolkata Municipal Corporation Kolkata- 700 046.

(b) ALL THAT rent free piece of land containing by estimation 1 Bibha 8 Cottahs and 6 Chittacks more or less lying at and being the premises No. 43 Christopher Road, Kolkata -700 046 within the limits of Kolkata Municipal Corporation, Mouza- Gobra, Sub-registration office at Sealdah, P.S.Entally, Dihi Panchannagram, Kolkata-700046.

(c) ALL THAT piece of land containing by estimation 2 Bibhas 10 Cottahs 14 Chittacks more or less being premises No 45 Christopher Road, Kolkata-700 046, formed out of a portion of No. 45 and 45/1, Christopher Road, Kolkata - 700 046, Mouza Gobra, P.S.Entally, Dihi Panchannagram within the limits of Kolkata Municipal Corporation.

(d) Owned by Sur & Co (not the subject matter of these presents)

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AND accordingly the total area of the said Land being the subject matter of the said Decree (besides the properties of Sur & Co) was 11 Bighas 7 Kotthas and 11 chittacks equivalent to 227 kh 9 Chittacks and 5 Sq.ft.

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as contained in the part recited conveyances mentioned above in Clause 15, being premises nos. 41, 43, 45 45/1, and portion of No. 47 Christopher Road, Kolkata with the constructions tenements dwelling house etc (hereinafter collectively also referred to as "the said Lands").

22. And accordingly the said Allahabad Bank became entitled to the rights benefits advantages and claims under the said decree and became entitled to the rights to execute the same and receive and recover the decretal dues and enforce and execute the decree in the manner as stated in the said Joint Petition of compromise and the said decree.
24. The judgement Debtors having failed to pay the decretal dues within due time in terms of the said decree, the said Allahabad Bank filed execution Case being Title Execution Case No. 15 of 1982 in the Court of Learned Civil Judge ( Senior Division ) at Alipore praying for the recovery of the Decretal dues and other reliefs and by and order dated 10<sup>th</sup> June, 1991 one Ms Subhra Ghosh Advocate was appointed receiver over and in respect of the properties being the subject matter of the decree.
25. On or about 19<sup>th</sup> May, 1982, the said Nani Gopal Sur died intestate leaving him surviving his widow Smt Mahamaya Sur and his two sons namely (1.) Sri Sanjit Kumar Sur (2.) Sri Ranjit Kumar Sur and his six daughters {1} Smt Kavita Sur {2} Smt Nibedita Sur {3} Smt Rita Sur {4} Smt Gita Biswas, {since deceased}, {5} Smt Chinmoyee Ghosh and {6} Smt Sabita Basu, who all as his heirs and heiress and legal representative jointly inherited the said premises/property in equal undivided 1/9<sup>th</sup> share and became liable for the said debt to the same extent to which the said Nani Gopal Sur was liable at the time of his death.

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26. During the pendency of the said execution case, the said Allahabad Bank, by an Assignment Agreement dated 26<sup>th</sup> March, 2010, made between it (the said Allahabad Bank) therein referred to as the Seller/Assignor of the first part and ASREC (INDIA) Limited, therein referred to as the 'originally intended purchaser/ confirming party' of the Second part and ASREC (India) Limited in its capacity as Trustee of the trust "ASREC PS-06/2009-10 Trust" for the holders of security receipts issued by the Trustees, therein referred to as the Assignees of the third part, and duly registered with the Joint Sub-Registrar, Andheri-V, Mumbai as being No. 3294 for the year 2010, the said Assignor Allahabad Bank in the premises and for the consideration and on the terms and conditions therein stated and the assignee paying the therein stated purchase consideration to the seller, the said seller as true legal and beneficial owner of the loans in the ordinary course of its business unconditionally and irrevocably sold assigned transferred and released unto the assignee all the loans therein stated for ever pursuant to Section 5 of SARFAESI to Hold the same in trust for the benefits of the holders of security receipts issued by the assignee pursuant to "asrec ps 06/2009-10 Trust" and the Trust Deed To The End And Intent that the said assignee would thereafter be deemed to be full and absolute legal owner and the only person legally entitled to the said loans or any part thereof free from any encumbrances including the right to file a suit or institute such other recovery proceedings and take such other actions for the purpose of recovery of the loans in its own name and rights as assignee and not as a representative or agent of the (therein named) seller, And to exercise all other rights of the seller in relation thereto. The said assignment included the said debt payable by Sur & Company to Allahabad Bank and accordingly the said assignee became entitled to

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all rights benefits claims and interest in the said debt payable by Sur & Company to Allahabad Bank and the securities covering (including) also the said lands without any right claim and interest of Allahabad Bank.

27. The said Allahabad Bank having thus assigned its said dues (including rights and benefits as aforesaid in favour of the said Asrec (India) Ltd (as trustee as aforesaid) by executing and registering the Deed of Assignment on 26<sup>th</sup> March 2010 and having received the agreed consideration amount from the assignee, the Asrec (India) Ltd and as such the said original Deeds and Documents in respect of all the said lands (including those of Sur & Co) came in the custody of the said Assignee.

28. Subsequently the said Asrec (India) Ltd made an application in the said Execution Case No. 15 of 1982 in the 9<sup>th</sup> Court of Learned Civil Judge (Senior Division) at Alipore praying for dismissal of the execution case for non prosecution and recording full satisfaction of the said Decree passed in the Title Suit No. 42 of 1976 and for discharge of the Receiver Mrs. Subhra Ghosh, Advocate.

29. By an order dated 6<sup>th</sup> February, 2012 made by the Learned Judge (Senior Division), 9<sup>th</sup> Court in the said Title Execution Case No. 15 1982 the said application of Asrec (India) Ltd. was allowed on contest and the said execution proceeding was disposed of with full satisfaction since no claim remained against the Judgement Debtors And the said Receiver (Mrs. Subhra Ghosh) was discharged from receivership of the property given in her custody and also from the said case

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30 By an agreement dated 21<sup>st</sup> May, 2010, made between (1) Smt. Mahamaya Sur wife of Late Nanigopal Sur (2) Smt. Kavita Sur (3) Smt. Nevedita Sur (4) Smt. Rita Sur (5) Smt. Gita Biswas (since deceased) (6) Smt. Chinmoyee Ghosh (7) Smt. Savita Basu (being the daughters of Late Nani Gopal Sur) therein jointly called the Vendors and the said Max Cement Private Limited (being the First Confirming Party herein) therein called the purchaser, the said (1) Smt. Mahamaya Sur (2) Smt. Kavita Sur (3) Smt. Nevedita Sur (4) Smt. Rita Sur (5) Smt. Gita Biswas (since deceased) (6) Smt. Chinmoyee Ghosh and (7) Smt. Sabita Basu agreed to sell and the said Max Cement Private Limited agreed to purchase the undivided seven-ninth (7/9<sup>th</sup>) share of the said thereinnamed Vendors in the said total lands measuring 227 Cottahs 9 Chittacks and 5 Square Feet more or less Together with proportionate built up area in the dwelling house and other structure standing thereon situate lying at and being premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road (the premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road described in Part I of the Schedule there under written and the said undivided 7/9<sup>th</sup> share therein described in part II of the Schedule thereunder written) Together with all easement rights and all other rights appertanances and inheritances for access and user of the said share in the said property at the consideration and on the terms and conditions stated therein; AND it was also thereby agreed that the said Max Cement Pvt. Ltd. would be entitled to nominate any person or persons in its place and stead and in that event the said Vendors would be obliged to execute and cause registration of the Conveyance for the said share in the said Lands in favour of such person or persons if so nominated by the purchaser. Under the said Agreement dated 21<sup>st</sup> May, 2010, it was interalia agreed that in addition to the consideration

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therein mentioned, Max Cement Pvt. Ltd. would be liable for making various payments as therein mentioned, including payment of the said Bank's Liabilities (which had by then been assigned to Asrec (India) Ltd. as aforesaid) as also all liabilities of Sur & Co.

31. Prior to passing of the said Order dated 6<sup>th</sup> February, 2012 made by the Learned Judge (Senior Division), 9<sup>th</sup> Court in the said Title Execution Case No. 15/1982 disposing of the said execution proceeding, by an Assignment of Debt dated 20<sup>th</sup> August, 2010 made between the said Asrec (India) Limited acting in its capacity as trustee of the ASREC PS 06/2009-10 Trust for the benefits of the holders of Security Receipts issued by the Trustees (represented through its authorized signatory Kalachand Bandopadhyay) therein, called Assignor AND Max Cement Private Limited of 197/A, B.S. Chatterjee Road, P.S. Kasba, Kolkata - 700 042 therein called Assignee AND the said ASREC (India) Ltd. (in its own capacity) therein called confirming party and registered in Book IV as being No. 5034 for the year 2010 with Additional Registrar of Assurances III Kolkata, the said assignor in the premises therein mentioned and for the consideration therein mentioned paid by the Assignee to the Assignor and duly acknowledged by the Assignor the said Assignor acquitted released and for ever discharged the said Assignee (Max Cement Private Ltd.) and also the loan or debt availed by M/s. Sur & Co. having its address at 45, Christopher Road, Kolkata - 700 046 thereby conveyed, the said Assignor as the true legal and beneficial owner of the loan, in the ordinary course of business, thereby unconditionally and irrevocably sold assigned transferred and released to and unto the Assignee (Max Cement Private Ltd) the loan or debt availed by M/s. Sur & Co. having its address at 45, Christopher Road, Kolkata - 700 046

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forever TO HOLD the same absolutely To the End And Intent that the said Assignee (Max Cement Private Ltd.) would thereafter be deemed to be the full and absolute owner and the only person legally entitled to the loan free from all encumbrances including the right to recover and receive all amounts due, including the right to file a suit or Institute such other recovery proceedings and take such other action including causing itself to be substituted in any pending proceedings in place and stead of the said ASREC/Allahabad Bank as might be required for the purpose of recovery of the loan in its own name and rights and as an assignee and not as a representative or agent of the Assignor AND exercise all other rights of the Assignor in relation thereto AND the said assignor also assigned in favour of the said Assignee (Max Cement Private Ltd.) all its rights title and interest including financing documents, all agreements, deeds and documents related thereto and all collateral and underlying security interest and/or pledges created to secure and/or guarantees issued in respect of the repayment of the loan which the said Assignor was entitled to AND the said Assignor agreed to transfer/deliver or cause to be delivered/transferred all original documents deeds and/or writings including but not limited to the financing documents and to produce promptly on the requests and at the costs of the Assignee.

32. Accordingly, the said Max Cement Private Limited (being the First Confirming Party herein) became entitled to all rights of recovering the said debt from the borrower including the said Sur & Company and to enforce the said debt/security against the said Lands and the said heirs of Nani Gopal Sur. However, Max Cement Private Limited had also agreed to take over and/or be liable for payment of the said Bank's Liabilities (which had been assigned by the Bank to Asrec (India) Ltd. and

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subsequently to Max Cements Pvt. Ltd. as aforesaid) as also all liabilities of Sur & Co as mentioned in the said Agreement dated 21<sup>st</sup> May, 2010 and also in the other agreements entered into between Max Cement Pvt. Ltd. and the owners of the remaining 2/9<sup>th</sup> undivided share in the said Lands.

33. Subsequently, the said Max Cement Private Limited nominated the Second Confirming Parties for purchasing also the said undivided 7/9<sup>th</sup> share belonging to Smt. Mahamaya Sur, Smt. Kabita Sur, Smt. Nibedita Sur, Smt. Rita Sur, Smt. Gita Biswas, (since deceased) Smt. Chinmoyee Ghosh and Smt. Sabita Basu in the said land measuring 227 Cottahs 9 Chittacks and 5 Square Feet lying at and being Municipal Premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road, Kolkata, which nomination was duly accepted by the said (1) Smt. Mahamaya Sur wife of Late Nanigopal Sur (2) Smt. Kavita Sur (3) Smt. Nevedita Sur (4) Smt. Rita Sur (5) Smt. Gita Biswas (since deceased) (6) Smt. Chinmoyee Ghosh and (7) Smt. Savita Basu (being the daughters of Late Mani Gopal Sur).

34. The said Smt. Gita Biswas has on or about 19<sup>th</sup> November, 2011 died intestate leaving her surviving her daughters namely (i) Smt. Arpita Ghosh, (ii) Miss Aparajita Biswas and (iii) Miss Archita Biswas as her only heiresses and legal representatives (her husband Sailendra Nath Biswas having predeceased her) who all inherited the undivided share of the said Smt. Gita Biswas.

35. In the events aforesaid the equities under the said agreement between the said Smt. Manamaya Sur, Smt. Kabita Sur, Smt. Nibedita Sur, Smt. Rita Sur, Smt. Gita Biswas (since deceased) Smt. Chinmoyee Ghosh and

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Smt. Sabita Bose on the one hand and the said Max Cement Private Limited on the other hand and the subsequent nomination of the Second Confirming Parties as hereinbefore recited, in respect of their 7/9<sup>th</sup> share in the said land measuring 227 Cottahs 9 Chittacks and 5 Square Feet lying situate at and being Municipal Premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road, are subsisting and they are bound to sell the same to the said Second Confirming Parties or to their nominees.

36. Under the said agreement dated 21<sup>st</sup> May, 2010, the Vendor herein (having 1/9<sup>th</sup> undivided share in the said land measuring 227 Cottahs 9 Chittacks and 5 Square Feet lying situate at and being Municipal Premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road) was entitled to a total consideration of Rs.2,50,00,000/- only, out of which she had received from the First Confirming Party a sum of Rs.77,00,000/- only, leaving a sum of Rs.1,73,00,000/- as due and payable as on date, which is being paid by the Purchaser to the Vendor at or before the execution hereof as hereinafter dealt with.

37. The First Confirming Party, the Second Confirming Parties and all the Vendors to the said Agreement dated 21<sup>st</sup> May, 2010 [i.e. being the owners of the 7/9<sup>th</sup> undivided share in the said Lands measuring 227 Cottahs 9 Chittacks 5 sq. ft. (on survey found to contain an area of 235 cottahs 5 chittacks) Together With the dwelling houses, labour hutments and other structures situate lying at and being premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road] having difficulties in completing and closing the transaction as envisaged, all of them approached the Purchaser and made an offer to the Purchaser to

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purchase and acquire the same and it was agreed that notwithstanding anything to the contrary contained in the agreements, documents etc., hereinbefore recited, the Purchaser would purchase and acquire the said entire 7/9<sup>th</sup> undivided share in the said Lands measuring 227 Cottahs 9 Chittacks 5 sq. ft. (on survey found to contain an area of 235 cottahs 5 chittacks) Together With the dwelling houses, labour hutments and other structures situate lying at and being premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road absolutely and forever free from all encumbrances mortgages charges liens lispendens leases tenancies occupancy rights attachment trusts uses debutters claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever (including free from all debts claims and demands under the said registered Deed of Assignment of Debt dated 20<sup>th</sup> August 2010 or otherwise) and in consideration of -

(i) All the Vendors to the said Agreement dated 21<sup>st</sup> May, 2010 [i.e. being the owners of the 7/9<sup>th</sup> undivided share in the said Lands measuring 227 Cottahs 9 Chittacks 5 sq. ft. (on survey found to contain an area of 235 cottahs 5 chittacks) Together With the dwelling houses, labour hutments and other structures situate lying at and being premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher Road] would receive a total sum of Rs.17,50,00,000/- only for all their rights title and interest whatsoever, which includes Rs.5,89,00,000/- only paid by the First Confirming Party to them as hereinbefore recited (and the same would stand credited to the account of the Purchaser and would be deemed to have been paid by the Purchaser to them through the First Confirming Party):

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(ii) the First Confirming Party would receive from the Purchaser a total sum of Rs.15,91,976/- only, in addition to the constructed areas hereinafter mentioned;

(iii) the First Confirming Party and the Second Confirming Parties would receive a total of 16513 sq.ft. of constructed area (Together with proportionate share of the areas comprised in the common areas, amenities and facilities) comprised in the self contained independent units/flats at the complex of the constructed buildings to be built and completed by the Purchaser on the said Land in varying proportions as hereinafter mentioned.

38. The said (1) Smt. Mahamaya Sur, (2) Smt. Kavita Sur (3) Smt. Nibedita Sur (4) Rita Sur, (5) (a) Smt. Arpita Ghosh (b) Miss Aparajita Biswas, (c) Miss Archita Biswas (all being the daughter of Late Gita Biswas), (6) Chiamoyee Ghosh and (7) Smt. Sabita Basu have decided to complete the sale and transfer of the said undivided 7/9<sup>th</sup> share by making executing and granting separate Conveyances in favour of the Purchaser as stated hereunder -

- (a) Smt. Mahamaya Sur (wife of Late Nani Gopal Sur) alone will sell and transfer her undivided 1/9<sup>th</sup> share independently.
- (b) the said (a) Smt. Arpita Ghosh, (b) Miss Aparajita Biswas and (c) Miss Archita Biswas all being the daughters of Late Gita Biswas being deceased daughter of Late Nani Gopal Sur will jointly sell and transfer their undivided 1/9<sup>th</sup> share.

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(c) the said (a) Smt. Kavita Sur, (b) Smt. Nibedita Sur, (c) Smt. Rita Sur, (d) Smt. Chinmoyee Ghosh and (e) Smt. Sabita Basu will sell their 5/9<sup>th</sup> share jointly.

Accordingly, it has also been decided that the amounts and/or areas, as applicable, receivable by the First Confirming Party, the Second Confirming Parties and the Vendors to the said Agreement dated 21<sup>st</sup> May, 2010 [i.e. being the owners of the 7/9<sup>th</sup> undivided share] as aforesaid would be apportioned in each Deed of Conveyance proportionately..

39. Accordingly, this deed is being made for the abovenamed Vendor's 1/9<sup>th</sup> undivided share in the said lands measuring 227 Cottahs 9 Chittacks and 5 sq. Ft. (on survey found to contain 235 Cottahs 5 chittacks) lying situate and being municipal premises No. 41, 43, 45, 45/1 and portion of 47 Christopher Road, Kolkata and dwelling houses, labour hutments and structures therein contained.

40. Notwithstanding anything elsewhere to the contrary herein contained or in any document instrument or writing hereinbefore recited, the Vendor herein, the First Confirming Party and the Second Confirming Parties represent assure and warrant in favour of the Purchaser that :-

- (a) The said Nani Gopal Sur was the absolute Owner of the said Lands and buildings and structures.
- (b) As being a partner of M/s. Sur & Co. he created an equitable mortgage on the said lands and buildings in favour of United Industrial Bank Ltd. by depositing the title deeds thereof with intention to create security in favour of the said Bank.

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- (c) On or about 19<sup>th</sup> May, 1982, the said Nani Gopal Sur died intestate and on his death Smt. Mahamaya Sur being his widow and (1) Sanjit Kumar Sur (2) Ranjit Kumar Sur (being his sons) and (1) Smt. Kabita Sur, (2) Smt. Nibedita Sur, (3) Smt. Rita Sur, (4) Smt. Gita Biswas, (since deceased) (5) Smt. Chinmoyee Ghosh and (6) Smt. Sabita Basu (being his daughters) all being the heirs and heiresses of the said Late Nani Gopal Sur jointly and equally inherited and became entitled to the said lands.
- (d) Save and except the said heirs and heiresses, there was no other heir or heiress.
- (e) The said Smt. Gita Biswas has on or about 19<sup>th</sup> November, 2011 died intestate leaving her surviving her daughters namely (i) Smt. Arpita Ghosh, (ii) Miss Aparajita Biswas and (iii) Miss Archita Biswas as her only heiresses and legal representatives (her husband Sailendra Nath Biswas having had predeceased her), who all inherited the undivided share of the said Smt. Gita Biswas.
- (f) The said undivided 1/9<sup>th</sup> share of the Vendor herein is free from the debts claims and demands under the said registered Deed of Assignment of Debt dated 20<sup>th</sup> August 2010 or otherwise and the First Confirming Party has no claim or demand with regard thereto against the property being hereby conveyed or against the said Vendor, the Second Confirming Parties or the Purchaser in any manner whatsoever To The End and Intent that with effect from the date hereof the Purchaser and the said Land / premises / property and every part thereof hereby granted conveyed transferred sold or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid stand released and

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discharged from all debts and/or loans of the First Confirming Party and the First Confirming Party shall not have any claim for payment of any sum against the Purchaser or the Vendor or against the said Land / premises / property hereby granted conveyed transferred sold or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid in any manner whatsoever or howsoever or any part thereof save and except the entitlement of the First Confirming Party over and in respect of a portion of the constructed area to be built and constructed by the Purchaser at the Purchaser's cost at the said Land / premises / property in the manner mentioned hereinafter.

(g) One suit being Title Suit No.11 of 2012 filed in the court of Civil Judge (Senior Division), Sealdah is pending for restoration in respect of the said property.

(h) Save as herein expressly stated, neither the Vendor herein nor the First Confirming Party or the Second Confirming Parties have entered into any agreement for sale lease transfer mortgage or for any other purpose whatsoever in respect of the said undivided 1/9<sup>th</sup> share in the said lands with building and structures in favour of any third person.

(i) The said Vendor does not suffer from any inability, injunction, restraint in selling and transferring her undivided 1/9<sup>th</sup> share in the said lands nor are the First Confirming Party or the Second Confirming Parties under any restraint or injunction or inability to join in as party to these presents and comply with their obligations herein.

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- (j) That there never was nor is there any excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976 in the said lands or in the hands of the said Vendor or the other heirs of Late Nari Gopal Sur or their predecessors-in-title.
- (k) The first Confirming Party and the Second Confirming Parties shall remain responsible for making payment of all revenue and also municipal taxes (to the extent of 1/9<sup>th</sup> share) in respect of the said lands with buildings and structures as up to date hereof even after completion of sale and execution of these presents.
- (l) That the first Confirming Party and the Second Confirming Parties hereby agree and undertake to remain liable for all third party claims including Kolkata Municipal Corporation tax dues, electricity dues and labour dues, if any in respect of the properties benefits advantages being hereby sold conveyed transferred and/or released in favour of the Purchaser and the First Confirming Party and the Second Confirming Parties hereby indemnify and agree and undertake to keep the Purchaser and the Purchaser's successor's-in-title and/or interest fully saved harmless and indemnified of from and against all such claims.
- (m) Since long prior to 1970, the total area of land and the area of the buildings and constructions contained in the said respective premises Nos. 41, 43, 45, 45/1 and 47 Christopher Road, Kolkata are as follows :

Premises No.	Land Area	Areas existing standing	contained in constructions

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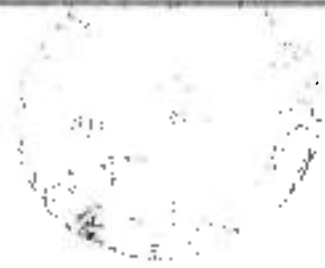
41	7 Bighas 16 Cottahs 2 Chittak and 40 Sq. ft	40 Labour and Darwan hutments and also constructed area of 44 sq. mt.
43	1 Bighas 8 Cottahs and 8 Chittacks	6 Labour and Darwan hutments
45	15 Cottahs and 8 Chittacks	3 constructed structures containing an area of 756.3 sq. mt
45/1	11 Cottahs and 12 Chittacks and 5 Sq. ft.	6 constructed structures containing an area of 419.34 Sq. mt.
47	23 Cottahs 8 Chittacks out of the total area of the said premises No. 47 Christopher Road, Kolkata.	2 constructed structures containing an area of 890.23 Sq. mt.

**TOTAL 235 Cottah 5 Chittak**

and the Vendor is hereby selling conveying and transferring her undivided  $1/9^{\text{th}}$  share therein in favour of the Purchaser

(n) There are no dispute of any nature whatsoever between the said Vendor, the First Confirming Party and the Second Confirming Parties or any of them.

(o) That the said undivided  $1/9^{\text{th}}$  share in the said lands / premises / property, being hereby conveyed to the Purchaser, is free from all encumbrances. mortgages charges liens lispensidens leases tenancies occupancy rights attachment trusts uses debtors claims demands



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acquisitions requisitions alignments and liabilities whatsoever or howsoever including free from all debts claims and demands under the said registered Deed of Assignment of Debt dated 20<sup>th</sup> August 2010 or otherwise.

41. The said First Confirming Party and the said Second Confirming Parties do and each of them doth hereby assure the Purchaser that (a) each of them is fully competent to join in this Conveyance and release their respective claims demands and rights and confirm and accept the sale and transfer of said Vendor's undivided share in favour of the Purchaser AND (b) that none of them is suffering from any inability or restraint under order of any Court of competent Jurisdiction or of any statutory authority acting under any statute AND (c) that no winding up proceedings has been filed or threatened to be filed against any of them.

42. The Purchaser has agreed to purchase the said undivided 1/9<sup>th</sup> share of the said Vendor herein (who is the full and absolute owner of her undivided share) in the said lands / premises / property fully described in the First Schedule hereunder written free from all encumbrances, mortgages charges liens suspendens leases tenancies occupancy rights attachment trusts uses debuters claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever including free from all debts claims and demands under the said registered Deed of Assignment of Debt dated 20<sup>th</sup> August 2010 or otherwise and to pay the consideration herein mentioned to the Vendor, the First Confirming Party and the Second Confirming Parties as herein mentioned; and accordingly the Vendor herein is hereby selling conveying and transferring her undivided 1/9<sup>th</sup> share in the said lands /



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premises / property in favour of the Purchaser and the First Confirming Party and the Second Confirming Parties are hereby concurring and confirming the same and assuring assigning releasing transferring all and whatever their respective rights title interest claims demands therein in favour of the Purchaser herein.

43. The First Confirming Party and the Second Confirming Parties have agreed to join in these presents and concur confirm accept and ratify the sale and transfer of the said undivided 1/9<sup>th</sup> share in the said lands buildings and structures fully described in the First Schedule hereunder written and assuring assigning releasing transferring all and whatsoever rights interest claim demands that they have therein unto and in favour of the Purchaser without prejudice to their entitlement over and in respect of the constructed area to be built and constructed by the Purchaser at the Purchaser's cost at the said Land / premises / property in the manner mentioned hereinafter.

44. In the premises aforesaid, the Purchaser is by way of consideration for purchasing the said undivided 1/9<sup>th</sup> share in the lands, buildings and structure described in the First Schedule hereunder written free from all encumbrances mortgages charges liens lispendens leases tenancies occupancy rights attachment trusts uses debuters claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever including free from all debts claims and demands under the said registered Deed of Assignment of Debt dated 20<sup>th</sup> August 2010 or otherwise, agreeing to:

- i) make payment to the said Vendor of a total sum of Rs. 2,50,00,000/- only, which includes Rs.77,00,000/- only paid by the First Confirming Party to the said Vendor (the credit whereof



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stands transferred to the account of the Purchaser and shall be deemed to have been paid by the Purchaser to the said Vendor through the First Confirming Party; and the First Confirming Party shall not claim nor be entitled to the same from the Purchaser in view of the Purchaser making payment of amounts and agreeing to provide constructed areas to the First Confirming Party in terms of this deed);

i) make payment to the First Confirming Party a total sum of Rs.15,91,976/- only, in addition to the constructed areas hereinafter mentioned;

iii) provide to the First Confirming Party and the Second Confirming Parties a total of 16513 sq.ft. of constructed area (inclusive of proportionate share of the areas comprised in the common areas, amenities and facilities) comprised in the self-contained independent units/flats at the complex of the constructed buildings to be built and completed by the Purchaser at its own costs and expenses on the said Land in following proportion:

a)	to the First Confirming Party -	9495 sq.ft;
b)	to the Second Confirming Party No.1-	4383 sq.ft;
b)	to the Second Confirming Party No.2-	2635 sq.ft;

**NOW THIS INDENTURE WITNESSETH** as follows :

1. THAT in the premises aforesaid and in consideration of -



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(a) a total sum of Rs.2,50,00,000/-(Rupees Two Crores Fifty Lacs) only paid and/or deemed to have been paid by the Purchaser to the said Vendor at or before the execution hereof (receipt whereof the said Vendor doth hereby as also by receipt hereunder written admit),

(b) a sum of Rs. 15,91,976/-(Rupees Fifteen Lacs Ninety One Thousand Nine Hundred Seventy Six) only paid by the Purchaser to the First Confirming Party at or before the execution hereof (the receipt whereof the First Confirming Party doth hereby as also by receipt hereunder written admit), and

(c) the Purchaser agreeing to provide a total of 16513 sq.ft. of constructed area (inclusive of proportionate share of the areas comprised in the common areas, amenities and facilities) comprised in the self contained independent units/flats contained in the buildings to be built and constructed by the Purchaser at its own costs and expenses on or on portion of the said Land as described in the **Second Schedule** hereunder (or otherwise as dealt with later herein) in favour of :

The First Confirming Party	9495 sq.ft.
The Second Confirming Party No. 1	4383 sq.ft.
The Second Confirming Party No. 2	2635 sq.ft.

{in short collectively called the "Confirming Parties' Constructed Area"}\

the said Vendor, the First Confirming Party and the Second Confirming Parties herein do and each of them doth hereby acquit release and forever discharge the said Purchaser and also the said undivided 1/9<sup>th</sup> share in the said Premises No. 41, 43, 45, 45/1 & portion of 47,



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Christopher Road, Kolkata hereby conveyed and transferred, AND and at the direction and requirement of the First Confirming Party and the Second Confirming Parties, SHE the said Vendor herein doth hereby absolutely and indefeasibly grant convey transfer sell assure and assign and the First Confirming Party and the said Second Confirming Parties do and each of them hereby concur confirm accept ratify release relinquish and assure unto and in favour of the said Purchaser **ALL THAT** the said undivided  $1/9^{\text{th}}$  share in the said lands containing altogether 227 Cottahs 9 Chittacks and 5 Square Feet (on survey found to contain 235 Cottahs 5 Chittacks) more or less with dwelling houses and other structures along with khas peaceful physical vacant possession being (a) All that land measuring 7 Bigha 16 Cottah 2 Chittack 40 Sq.ft. including 40 Labour and Darwan hutments and also constructed area of 44 Sq.mt. situate and lying at premises No.41, Christopher Road, Kolkata AND (b) All that land measuring 1 Bigha 8 Cottah 6 Chittack including 6 Labour and Darwan hutments situate and lying at Premises No.43 Christopher Road, Kolkata AND (c) All That land measuring 15 Cottah 8 Chittak including three (3) constructed structures containing an area of 758.3 Sq.mt. situate and lying at Premises No.45 Christopher Road, Kolkata AND (d) All that land measuring 11 Cottah 12 Chittack 5 Sq.mt. including six (6) constructed structures containing an area of 419.34 Sq.mt. situate and lying at Premises No. 45/1 Christopher Road, Kolkata AND (e) All That land measuring 23 Cottah 8 Chittack including two (2) constructed structures containing an area of 890.23 Sq.mt. situate and lying at the said portion of Premises No. 47 Christopher Road, Kolkata standing thereon or on part thereof, all situate lying at and being present municipal Premises Nos. 41, 43, 45, 45/1 and portion of 47 Christopher road, Kolkata - 700046, Police Station Tangra, within Ward No.58 of the



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Kotkata Municipal Corporation, District 24-parganas South, District Registration Office Alipur and Additional District Registration Office Sealdah fully described in the **First Schedule** hereunder written and delineated within **Red border** on the plan hereto annexed **TOGETHER WITH** all easements rights and all rights appurtenances and inheritances and access and user of the said lands **AND** ALL estate right title interest benefits advantages property claim and demand whatsoever and howsoever of the said Vendor in to and upon and in relation to the said undivided  $1/9^{\text{th}}$  share in the lands and every part thereof **AND** reversion or reversions or remainder or remainders thereof **AND** all rents issues and profits thereof and all and every part thereof **AND** all legal incidents thereof **AND** **ALSO** **TOGETHER WITH** all deeds pattahs writings muniments and evidences relating to the said Lands and building and structures which now are or may hereafter be in the possession or custody of the said Vendor or the First Confirming Party or the Second Confirming Parties or any person or persons from whom the Vendor or the First Confirming Party or the Second Confirming Parties may procure the same without any action either at law or in equity **AND** **ALSO** **TOGETHER WITH** like share in all areas, fences, passages, sewers, drains, water water courses, trees, bushes, boundary walls, benefits advantages, vacant areas, open spaces what so ever **AND** in all former and other rights, rights liberties and all easements privileges appendages and appurtenances whatsoever belonging to the said lands and premises whereof undivided  $1/9^{\text{th}}$  share is hereby sold and transferred or in any wise appertaining thereto or any part thereof and/or usually held used occupied enjoyed reputed known and/or accepted as part and parcel or member thereof or appurtenant thereto **TO HAVE** **AND** **TO HOLD** the said undivided  $1/9^{\text{th}}$  share in the said Lands and Premises



ADDITIONAL REGISTRAR  
OF ASSOCIATED COMPANIES  
KOLKATA  
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hereby sold granted conveyed transferred assigned assured or expressed or intended so to be and each and every part thereof unto and to the use of the said 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 other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges debts leases tenancies thika tenancies occupancy rights liens lispendens attachments trusts uses debenters claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever without prejudice to the entitlement of the Confirming Parties over and in respect of the Confirming Parties' Constructed Area to be built and constructed by the Purchaser at the Purchaser's cost.

11. The Vendor, the First Confirming Party and the Second Confirming Parties do and each of them doth hereby covenant with the Purchaser as follows :

(a) That the Vendor is lawfully and rightly seized and/or otherwise well and sufficiently entitled to the said undivided  $1/9^{th}$  share in the lands / premises / property and also to all her benefits and rights hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be unto the purchaser in the manner aforesaid.

(b) That the Vendor hath in herself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the undivided  $1/9^{th}$  share in the said



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OF ASSURANCE, KOLKATA  
- 1 DEC 2011

lands/premises/property owned by the Vendor and all properties benefits advantages and rights hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to true intent and meaning of these presents.

- (c) That the said undivided 1/9<sup>th</sup> share of the Vendor in the said lands buildings structures and hereditaments are hereby granted transferred sold and conveyed or expressed or intended so to be as aforesaid is free from all encumbrances charges and claims what so ever made or suffered by the Vendor or her predecessor in title, save that a suit being Title Suit No. 11 of 2012 filed in the court of Civil Judge (Senior Division), Sealdah is pending in respect of the said property.

- (d) That the Purchaser shall at all times hereafter peaceably and quietly own hold use possess and enjoy the said undivided 1/9<sup>th</sup> share in the said land/premises/property freely and clearly and absolutely free from all encumbrances and liabilities and also fully acquitted exonerated freed released and forever discharged from or by the said Vendor and the First Confirming Party and the Second Confirming Parties and every person or persons having lawfully or equitably claiming as aforesaid; And effectually keep the Purchaser and the said undivided 1/9<sup>th</sup> share in the said land / premises / property hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be saved defended kept harmless exonerated and indemnified of and from and against all manner of former and other estates charges liens liabilities debts attachments mortgages restrictions covenants uses debtors trusts leases tenancies occupancy rights thika



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OF COMPANIES, CALCUTTA  
1 DEC 2014

tenancies acquisitions requisitions alignments claims demands liabilities and encumbrances whatsoever or howsoever suffered or created by the Vendor or any person lawfully or equitably claiming as aforesaid. AND THAT the Purchaser shall always hereafter receive rents issues and profits without any lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or the First Confirming Party and the Second Confirming Parties or any person having or lawfully claiming as aforesaid.

(e) That the Vendor and the First Confirming Party and the Second Confirming Parties shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute and cause to be done and executed all such acts deeds things assurances for further and more perfectly assuring the said undivided  $1/9^{\text{th}}$  share in the said Land / premises / property and every part thereof hereby granted conveyed transferred sold or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid as shall be reasonably required.

(f) THAT THE SAID FIRST CONFIRMING PARTY doth hereby accept ratify confirm the sale and transfer of the said undivided  $1/9^{\text{th}}$  share of the Vendor in the said Lands/premises / property in favour of the Purchaser and doth hereby absolutely and forever acquit discharge exonerate release the same and its possession forever AND also hereby grant convey transfer assign assure release all and whatever rights title or interest whatsoever they have or may be found to have therein unto and in favour of the

ADDITIONAL REGISTRAR  
OF COMPANIES - NATA  
- 1 DEC 2014



Purchaser AND also absolutely and forever acquit discharge exonerate release the Purchaser, as also the Vendor, AND also all its rights in the Title Deeds of the said lands buildings and structures and also freed from all its claims rights against the said undivided 1/9<sup>th</sup> share in the said Lands and also against the said Vendor under and held in pursuance of the registered Deed of Assignment of Debt dated 20<sup>th</sup> August 2010 To The End and Intent that with effect of the date hereof the Purchaser and the said undivided 1/9<sup>th</sup> share in the land / premises / property and every part thereof hereby granted conveyed transferred sold or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid stand released and discharged from all debts and/or loans of the First Confirming Party and the First Confirming Party shall not have any claim for payment against the Purchaser or the Vendor or against the said Land / premises / property hereby granted conveyed transferred sold or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid in any manner whatsoever or howsoever or any part thereof without prejudice to the entitlement of the First Confirming Party over and in respect of the First Confirming Party's Constructed Area.

- (g) AND the Vendor, the First Confirming Party and the Second Confirming Parties do and each of them doth hereby agree and covenant with the Purchaser to do and execute and cause to be done and executed at the costs of the Purchaser all such further acts deeds and things for further and more perfectly assuring and releasing the said undivided 1/9<sup>th</sup> share of the Vendor in the said



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lands buildings and structures unto and in favour of the Purchaser as shall be reasonably required.

- (h) THE SAID SECOND CONFIRMING PARTIES do and each of them doth hereby also accept and ratify the sale and transfer of the said undivided 1/9<sup>th</sup> share of the vendor in the said lands/premises/property and the said premises and do and each of them doth hereby absolutely and forever acquit discharge exonerate release the same and its possession forever AND they do hereby grant convey transfer assign assure release all and whatever rights title or interest whatsoever they have or may be found to have therein unto and in favour of the Purchaser subject, however, to the entitlement of the Second Confirming Parties over and in respect of their Constructed Area AND also absolutely and forever acquit discharge exonerate release the Purchaser, as also Vendor, AND they do agree and covenant with the purchaser to do and execute and cause to be done and executed at the costs of the purchaser all such further acts deeds and things for further and more perfectly assuring the said undivided 1/9<sup>th</sup> share of the vendor in the said lands/premises/property unto and in favour of the purchaser as shall be reasonably required from time to time.

ii. It is hereby mutually agreed by and between the First Confirming Party and Second Confirming Party on the one hand and the Purchaser on the other hand as follows:-

- a) The Purchaser shall at its own costs and expenses and without creating any financial or other liability on the Confirming Parties develop the said land by demolishing the existing structures and

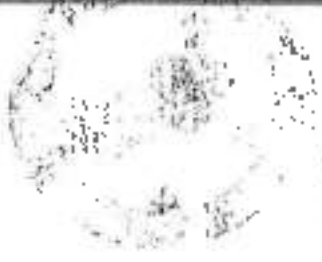


ADMISSION REGISTER  
1 DEC 2000

constructing new building/s consisting of such self-contained portions that can be separately and exclusively used and enjoyed for residential purpose as also those for commercial purpose and spaces for parking of cars and two wheelers on the Said Land in pursuant to the final plans to be sanctioned by sanctioning authorities.

- b) The Confirming Parties' Constructed Area shall be located either at the property hereby conveyed or on any portion thereof and/or at the property that may be formed upon amalgamation of premises nos. 41, 43, 45 45/1, and portion of No. 47 Christopher Road, Kolkata (hereinafter for the sake of brevity referred to as "the said Premises"), to which both the First Confirming Party and the Second Confirming Parties hereby expressly confirm.

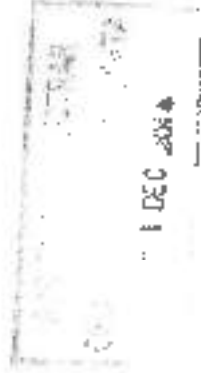
- c) The Purchaser shall commence and complete the entire project, being the development (in the manner specified herein) of the said Premises by way of construction of new building/s, at its own costs and expenses after (a) carrying out survey and soil testing of the said Premises and obtaining certificate in respect thereof; (b) mutating its name of the records of the Kolkata Municipal Corporation in respect of the said Premises; (c) separation in KMC records, as applicable; (d) amalgamation of the First and Second Property and causing assessment thereof; (e) obtaining clearance, if required, from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976; (f) obtaining all permissions approvals clearances no objection certificates etc. as may be necessary for sanction and development and also permissions approvals clearances no objection certificates etc. as may be



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necessary after sanction; and (g) sanction of the plan for development of the said Premises from the Kolkata Municipal Corporation; and there being no fetters in the Purchaser undertaking such development and construction.

- d) Subject to force majeure and the circumstances beyond the control of the Purchaser, the Purchaser shall endeavor to cause the plan for construction of New Building/s at the said Premises to be sanctioned from the sanctioning authority within a period of 1 (one) year from the date hereof and commence construction within a period of 6 (six) months of the sanction of the Building Plan.
- e) Subject to force majeure and the circumstances beyond the control of the Purchaser, the Purchaser shall complete the construction of the new building/s at the said Premises within a period of 60 (sixty) months from the date of sanction of plan and there being no fetters or embargo on the Purchaser to undertake and complete the construction.
- f) The Purchaser shall obtain the completion certificate (partial or total, as be applicable from time to time) for the new building/s at the said Premises.
- g) It is further agreed, declared, recorded and confirmed that the Confirming Parties shall be exclusively entitled to the Confirming Parties constructed area without any right, claim or interest therein whatsoever of the Purchaser.
- h) In case of any Stamp duty or any other Govt. duty or levy be charged payable on any document made for conferring any title of



1964



the Confirming Parties' Constructed Area in favour of the First Confirming Party or the Second Confirming Parties, then the same shall be borne, paid and discharged by the First Confirming Party or the Second Confirming Parties or their respective transferees, as applicable.

- i) The First Confirming Party and the Second Confirming Parties do and each of them doth hereby agree and covenant with the Purchaser not to cause any interference or hindrance or obstruction in the construction of new building/buildings at the said Premises and not to do any act, deed, matter or thing whereby or by reason whereof the rights, title or interest of the Purchaser may be affected or the Purchaser is prevented from making or proceeding with the construction of the new building/buildings and/or selling, transferring, dealing with or otherwise disposing of the same in whole or in parts save and except the Confirming Parties' Constructed Area and shall indemnify the Purchaser for all losses, damages, costs, claims, demands and consequences suffered or incurred or likely to be suffered or incurred by the Purchaser as a result thereof.

- j) Upon the Purchaser's constructing the Confirming Parties' Constructed Area, the Purchaser shall give notice thereof to the First Confirming Party and the Second Confirming Parties for the respective areas agreed to be provided to them as aforesaid to take possession of the same and the First Confirming Party and the Second Confirming Parties shall be deemed to have taken possession thereof on the date of expiry of the period to be specified in such notice irrespective of the fact whether actual



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physical possession is taken or not by the First Confirming Party or the Second Confirming Parties.

k) In dealing, using and possessing the Confirming Parties' Constructed Area, the First Confirming Party and the Second Confirming Parties, for the respective areas, shall be bound and obliged to observe, fulfill and perform all rules, regulations and by-laws as may be framed by the Purchaser and as shall be applicable to the buyers/transferees of other constructed areas, units and flats etc. therein including as regards payment of various deposits and extra charges on account of various installations and facilities etc.

l) The Purchaser on the one hand and First Confirming Party and the Second Confirming Parties on the other hand agree and covenant that they may modify / alter / amend / novate the above understanding as regards the Confirming Parties' Constructed Areas. Provided That the same is in writing and registered and in such an event, this conveyance shall stand modified / altered / amended / novated to that extent.

m) Notwithstanding anything elsewhere to the contrary herein contained or in any document instrument or writing hereinbefore recited, the Confirming Parties shall have first charge over and in respect of the said undivided 1/9 share in the said lands buildings and structures/property hereby conveyed until the building plan is obtained by the Purchaser. It is, however, expressly agreed and understood by and between the parties that after sanction of plan and immediately upon sanction of project loan by any nationalized bank or any Reserve Bank of India approved Financial Institution,



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the first charge of the Confirming Parties over and in respect of the said undivided 1/9 share in the said lands buildings and structures/property hereby conveyed shall automatically be relegated to the second charge enabling the Purchaser to deposit title deeds relating to the said undivided 1/9 share in the said lands buildings and structures/property hereby conveyed with an intent to create mortgage for the purpose of sanction of project loan. However, the second charge of the Confirming Parties on the said undivided 1/9 share in the said lands buildings and structures/property hereby conveyed shall continue and shall be automatically released proportionately with the receipt of its share of sale proceeds from time to time. It is expressly agreed and understood if any intending Purchaser of any flat intends to avail home loan from any bank for purchase of the flat, in that event Mr. Samar Nag of BAZ, Sector 1, Salt Lake City, Kolkata 700064 for and on behalf of all the Confirming Parties shall be obliged to give its NOC to such purchaser to enable him to avail home loan.

n) The Purchaser shall always be entitled to arrange for loans / financing of the Project at the said Premises by the nationalized Banks / or any Reserve Bank of India approved Financial Institutions only and obtain loans / finances and the Purchaser shall be entitled to mortgage (of any type) and/or charge the said Premises and all and every part thereof without any consent of the Confirming Parties and the Confirming Parties shall not raise any objection with regard thereto and in case the Confirming Parties or any of them do so, then the Confirming Parties shall be liable and obliged to indemnify the Purchaser of from and against all losses damages costs claims demands consequences suffered or incurred

1 DEC 2001  
ADDITIONAL ASSISTANT  
SECRETARY

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or likely to be suffered or incurred by the Purchaser thereby or as result thereof. Provided That the Purchaser shall be entitled to obtain sanction of project loan / advance against the security of the property hereby conveyed upto a sum of Rs.50 (fifty) Crores and an initial disbursement of loan / advance upto a sum of Rs.25 (twenty-five) Crores and for disburseals beyond the same, the written consent of the said Mr. Samar Nag for and on behalf of the Confirming Parties shall be submitted with the Financier. In case of loans beyond the above amounts, the Purchaser shall take the written consent of the Confirming Parties, which the Confirming Parties shall not unreasonably withhold. The Purchaser shall be entitled to take private loans without, however, in any way encumbering the said undivided 1/9 share in the said lands buildings and structures/property hereby conveyed or any part thereof in any manner whatsoever and howsoever.

o) The Confirming Parties hereby indemnify and agree to keep the Purchaser saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Purchaser in the course of implementing the project at the said Premises, including those resulting from any breach or violation by the Confirming Parties.

p) The Purchaser agrees to keep the Confirming Parties saved harmless and indemnified of from and against all losses, damages or liability suffered by the Confirming Parties resulting from breach by the Purchaser of the terms of these presents and any such breach resulting in any successful claim by any third party or violation of any permission rules regulations or bye-laws or arising



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ADDITIONAL REGISTER  
OF ASSAULTS IN NATA  
- 1 DEC 2004



out of any accident or mishap during the course of construction the new building/s at the said Premises. Similarly, the Confirming Parties do and each of them doth hereby agree to keep the Purchaser saved harmless and indemnified of from and against all losses, damages or liabilities suffered by the Purchaser resulting from breach by the Confirming Parties of the terms of these presents or any breach resulting in any successful claim by any third party or violation of any permission rules regulations or bye-laws or arising out of any accident or mishap attributable to the Confirming Parties.

- q) If the Purchaser fails to obtain sanction of the Building Plan or to commence construction within the respective periods aforesaid Subject However To force majeure and the circumstances beyond its control, then the Purchaser shall, on written demand being made by the Confirming Parties jointly, convey the said Premises herein conveyed to the Confirming Parties jointly and the consideration therefor shall be the aggregate of (i) the monetary consideration paid by the Purchaser herein to the Vendor and the Confirming Parties herein, costs of stamp duty and registration fee paid on these presents and (ii) expenses incurred by the Purchaser till then at actuals in connection with the sanction of plan and all clearances required for sanction, and after deducting a sum of Rs.17,00,000/- (Rupees Seventeen Lacs only) from the aggregate consideration as and by way of liquidated damages hereby agreed to be paid by the Purchaser to the Confirming Parties jointly for express breach of the Purchaser's obligation under these presents.
- Upon execution and registration of the conveyance in favour of the Confirming Parties in respect of the said Premises herein



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1 DEC 2014

conveyed, the Confirming Parties shall have no claim or demand against the Purchaser. The share of each of the Confirming Parties in the said Premises at the time of such re-conveyance shall be such as be notified by them in the said written notice.

r) In Clause q above the amount of the actual expenses that may have been incurred by the Purchaser will be decided jointly by the said Mr. Samar Nag of of BA2, Sector 1, Salt Lake City, Kolkata 700064, and Mr. Amar Nath Saraff of 68/2, Harish Mukherjee Road, Kolkata – 700025 and their decision in the regard shall be binding on the parties.

IV AND IT IS MUTUALLY AGREED AND COVENANTED THAT neither the said Vendor nor the First Confirming Party or the Second Confirming Parties have any claim or demand whatsoever against the Purchaser save to the extent of the entitlement of the Confirming Parties to the Confirming Parties' Constructed Area to be provided to the First Confirming Party and the Second Confirming Parties in the manner hereinbefore mentioned; AND further neither the said Vendor nor the First Confirming Party or the Second Confirming Parties have any claim or demand against each other and even if there be any claim or demand whatsoever then the same shall be deemed to have been waived; AND all agreements understandings between the parties stand superseded by these presents;

V It is recorded that Purchaser is also, by other registered conveyances, purchasing the respective undivided shares of the other owners in the said premises nos. 41, 43, 45 45/1, and portion of No. 47 Christopher Road, Kolkata And that such other owners, to the extent of their respective shares, shall be handing over vacant possession of the said



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OF THE  
CALCUTTA  
- 1 DEC 2014

premises nos. 41, 43, 45 45/1, and portion of No. 47 Christopher Road, Kolkata along with all dwelling houses structures sheds hutments for labours and darwans free from claims and disputes and rights of the Vendor herein and the First Confirming Party, the Second Confirming Parties and/or any other persons whomsoever.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Said Land / Property / Premises )

ALL THAT undivided  $1/9^{\text{th}}$  share right title and interest in All That the Land measuring 227 (two hundred twenty seven) Cottah 9 (nine) Chittack and 5 (five) Square Feet, (on survey found to contain 235 Cottahs 5 Chittacks) more or less (being Bastu lands) with dwelling houses and other structures being (a) all that land measuring 7 Bigha 16 Cottah 2 Chittack 40 Sq.ft. including 40 dilapidated labour and Darwan hutments and also constructed area of 44 Sq.mt. situate and lying at Premises No.41, Christopher road, Kolkata AND (b) all that land measuring 1 Bigha 8 Cottah 6 Chittack including 6 Labour and Darwan hutments situate and lying at Premises No. 43 Christopher Road, Kolkata AND (c) all that land measuring 15 Cottah 8 Chittack including three (3) constructed structures containing an area of 758.3 Sq.mt. situate and lying at Premises No. 45 Christopher road, Kolkata AND (d) all that land measuring 11 Cottah 12 Chittack 5 Sq.ft. including six (6) constructed structures containing an area of 419.34 Sq.mt. situate and lying at Premises No. 45/1 Christopher Road, Kolkata AND (e) all that land measuring 23 Cottah 8 Chittack including two (2) constructed structures containing an area of 890 23 Sq.mt. situate and lying at the said portion of Premises No. 47 Christopher Road, Kolkata standing thereon or on part thereof, all situate lying at and being present Municipal



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1 DEC 2014

Premises Nos. 41, 43 45, 45/1 and portion of 47 Christopher Road, Kolkata – 700 046, Police Station Tangra, within Ward No. 58 of the Kolkata Municipal Corporation, District 24-Parganas South, District Registration Office Alipur and Additional District Registration Office Sealdah Together with all easement rights and all other rights, appurtenances and inheritances access and user in the Said Property and butted and bounded -

**ON THE NORTH** by: Portion of Premises No. 47, Christopher Road, Kolkata;

**ON THE SOUTH** by: Christopher Road, and portion of Premises No. 47 Christopher Road, Kolkata;

**ON THE EAST** by: Portion of 47, Christopher Road, Kolkata; and

**ON THE WEST** by: Portion of Premises No. 47, and portion of Premises No. 39, Christopher Road, Kolkata.

AND the total area is being bounded by also a Boundary wall on all sides.

AND delineated within red borders on the Plan hereto annexed.

**OR HOWSOEVER OTHERWISE** the same was heretofore and is now and shall hereafter be called known numbered described identified expressed or reputed so to be.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Confirming Parties' Constructed Area)

**ALL THAT** total 16,513 Sq.ft. area to comprise of several independent self-contained units to be contained in the buildings to be constructed by the Purchaser at the said lands described in the **First Schedule** above written **TOGETHER WITH** proportionate share of the areas comprised in the common



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GATA  
1 DEC 2014



areas, amenities and facilities. The respective area of the Confirming Parties is as follows:


The First Confirming Party	9495 Sq. ft.
The Second Confirming Party No. 1	4383 Sq. ft.
The Second Confirming Party No. 2	2635 Sq. ft.

IN WITNESS WHEREOF the parties hereto have signed and sealed this indenture the day month and year first above written.

**SIGNED AND DELIVERED** by the **VENDOR** at Kolkata in the presence of :

1. *Shambhushankar Ghosh*  
*Pravara*  
 As per Judge's Court,  
 Kolkata - 700029

2. *Kandip Agarwal*  
*Aradwo Court*

*17/11/2008*  
*By the per of*  
  
*Shambhushankar Ghosh*  
 Hand over and replaced  
 the contract as issued to  
 the execution  
*Shambhushankar Ghosh*

**SIGNED AND DELIVERED** by the **FIRST CONFIRMING PARTY** at Kolkata in the presence of :

*Kandip Agarwal*  
*Aradwo Court*  
*Shambhushankar Ghosh*  
*Pravara*

For **Abanindranath Nissan Private Limited**  
*Supriyo Mukherjee*  
 Director

For **Abanindranath Nissan Private Limited**  
*Kajib Sanyal*  
 Signatory



REGISTRATION DATA  
DEC 2004

1. NAME: [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

SIGNED AND DELIVERED by the  
SECOND CONFIRMING PARTIES at

Kolkata in the presence of :

*Madip Agamdal*  
Advocate

*Harshvardhan Singh*  
Advocate

Aarush Homes and Infrastructures Ltd.

*Sanjay K. Saha*  
Directors / Authorised Signatory

Capital Healthcare Private Limited

*Harshvardhan Singh*  
Director

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

*Madip Agamdal*

Advocate

*Harshvardhan Singh*  
Advocate

ASFS DEVELOPERS LLP

DESIGNATED PARTNER



PROFESSIONAL REGISTRAR  
1 DEC 1964

**RECEIPT AND MEMO OF CONSIDERATION NO. 1:**

Received from the withinnamed Purchaser the withinmentioned sum of **RS. 2,50,00,000/-** (Rupees Two Crore Fifty Lacs) only by Demand Drafts / Cheques drawn by the Purchaser and also the First Confirming Party (on behalf of the Purchaser) as per particulars given below:-

D.D. / Cheque Date	D.D. / Cheque No.	Drawn by	Payee	D.D. / Cheque Amt. (Rs.)	TD\$ w/s. 194-1A (Rs.)
21.11.2014	880163112	ASPS Developers LLP	Mahamaya Sur	1,71,27,000/-	173,000/-
		Akantho Nirman Private Limited (deemed to be paid by the Purchaser)	Mahamaya Sur	77,00,000/-	---
<b>Total:</b>				<b>2,48,27,000/-</b>	<b>173,000/-</b>

(VENDOR)

WITNESS:

*[Handwritten signature]*  
WITNESS

*[Handwritten signature]*  
WITNESS

*[Handwritten signature]*  
Handing Accepted  
Advocate



1 DEC 2004

RECEIPT AND MEMO OF CONSIDERATION NO.2:

Received from the withnamed Purchaser the withmentioned sum of Rs. 15,91,976/- Rupees Fifteen Lac Ninety One Thousand Nine Hundred Seventy Six only by Demand Draft drawn by the Purchaser as per particulars given below:-

Demand Draft Date	Demand Draft No.	Drawn by	Payee	Demand Draft Amt. (Rs.)
21.11.2014	8890183824	ASPS Developers LLP	Atankha Nirman Private Limited	15,76,056/-
TDS Deducted Under Section 194-IA of the I. T. Act, 1961				15,920/-
Total:				15,91,976/-

For Atankha Nirman Private Limited

*Rish Sanyal*  
Authorized Signatory

For Atankha Nirman Private Limited

*Sudipio Purchase*  
Purchaser

(FIRST CONFIRMING PARTY)

WITNESS:

*Atankha Nirman Private Limited*

*Atankha Nirman Private Limited*  
Atankha Nirman Private Limited

NOTICE

1. The Board of Directors

has

of the Board of Directors

and hereby



✓

ADDITIONAL REGISTRAR  
OF ASSOCIATIONS  
- 1 DEC. 2014



Aarush Homes and Infrastructures Ltd.

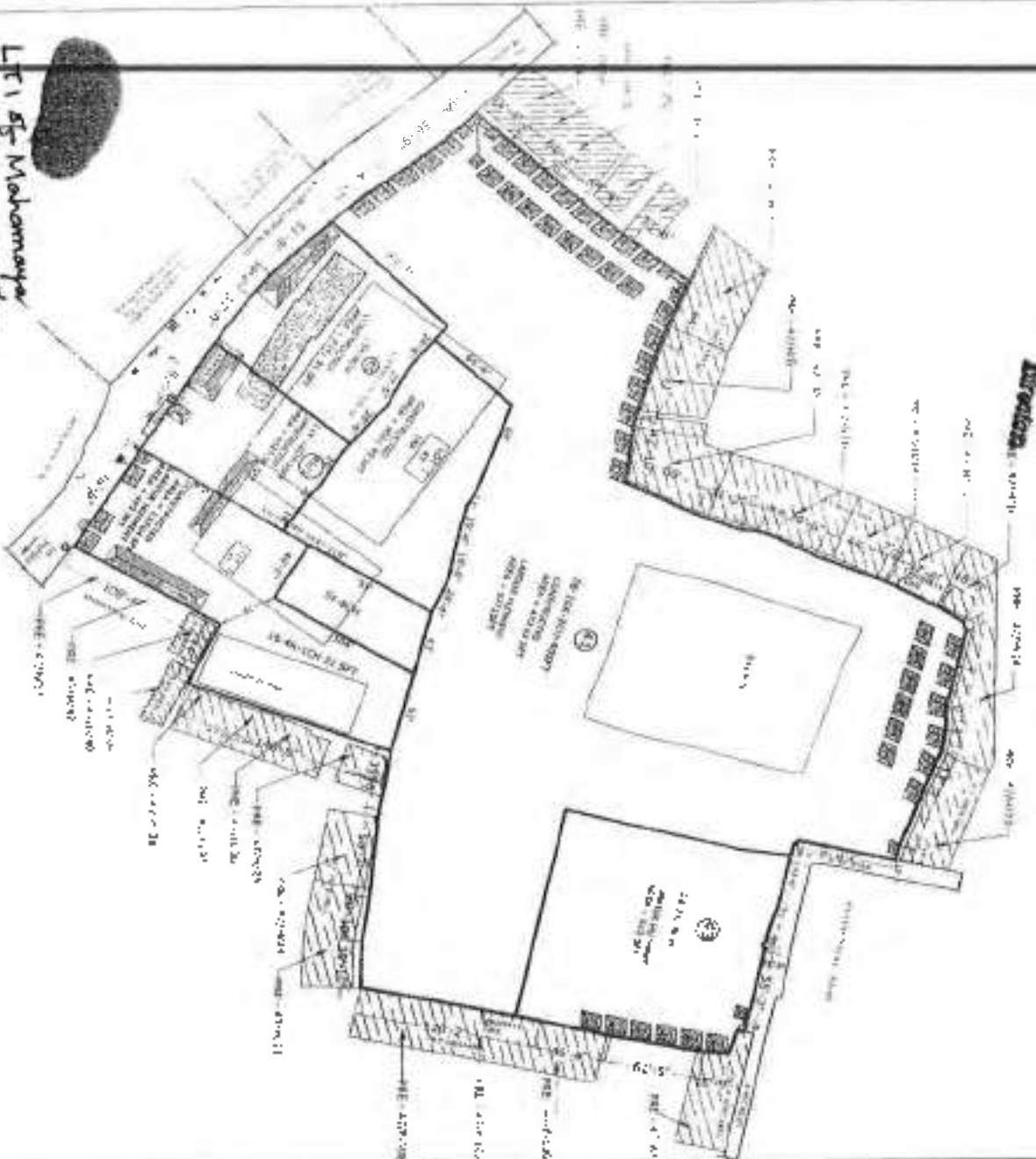
*Dr. Sushr*  
Directors / Authorised Signatory

Capitala Real Estate Pvt. Ltd.  
*Harsh*  
Director

For Akankha Nirman Private Limited

*Dr. Sushr*  
Authorised Signatory

Akankha Nirman Private Limited  
Supriyo Nutsinger  
Director



AAPS DEVELOPERS LLP  
DESIGNATED PARTNER

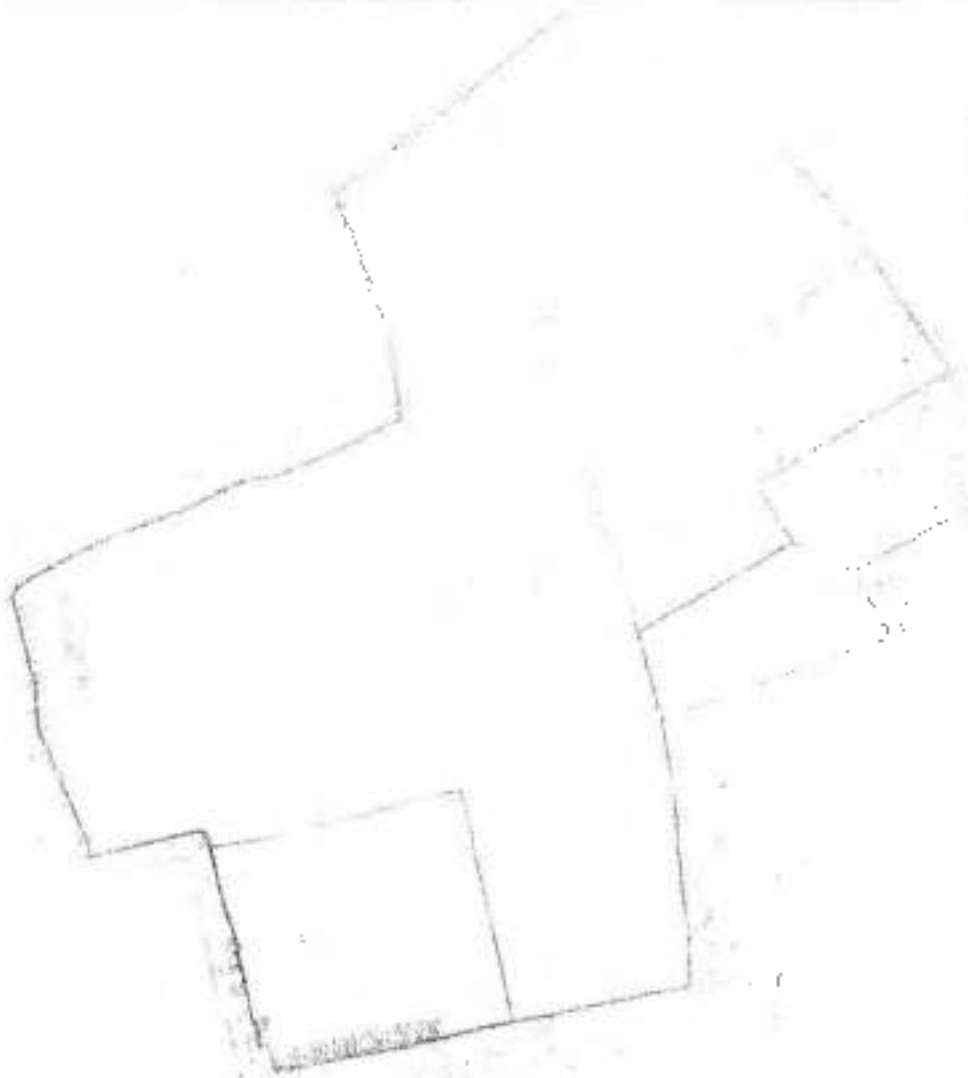
AREA OF THE LANDS AS PER SURVEY  
19,545 SQ.FT. MORE OR LESS  
SHOWING BY *AS* 1:10,000  
BY 01/06/2019. THE PORTION OF THE LAND  
A. 10/10/2019. THE PORTION OF THE LAND  
A. 10/10/2019. THE PORTION OF THE LAND  
A. 10/10/2019. THE PORTION OF THE LAND  
A. 10/10/2019. THE PORTION OF THE LAND

	1:10,000 APPROVED BY MUMBAI MUNICIPAL CORPORATION ON 10/10/2019
	DRAWING NO. 1

ASAP/10/19

Area  
1.20  
RESERVED  
DEPOSITED MATERIAL

V2.2.2 DEALER OPER8 FTB



Director

Director












































Director

Director | Vntahong Sphatou  
P. E. Sphatou

Amunah House and Highways Ltd.

**Zubirio Kresnawati**  
For Vntahong Sphatou  
Vntahong Sphatou  
For Vntahong Sphatou Private Limited

SPECIMEN FORM FOR TEN FINGERPRINTS

									
<i>W...</i>		Little		Ring		Middle		Fore	
									
Thumbs		Fore		MIDDLE		Ring		Little	
									
		(Right Hand)							
		Little		Middle		Fore		Thumb	
<i>H...</i>									
		Fore		Middle		Ring		Little	
									
		(Right Hand)							
		Little		Middle		Fore		Thumb	
<i>R...</i>									
		Ring		Middle		Fore		Little	
									
		(Left Hand)							
		Little		Middle		Fore		Thumb	
<i>S...</i>									
		Ring		Middle		Fore		Thumb	
									
		(Left Hand)							
		Fore		Middle		Ring		Little	
									
		(Right Hand)							








✓

LIBRARY REGISTRAR  
1 DEC 2016

SPECIMEN FORM FOR TEN FINGERPRINTS

*N*  
*1*  
*5*

					
					Thumb
					(Right Hand)
Fore		Middle	Ring	Little	



*Left thumbprint  
No. 5  
1-5-60*




	Fore		Ring		
					Thumb
					(Right Hand)
Fore		Middle	Ring	Little	

PHOTO									
PHOTO			Little	Ring	Middle	Fore			
			Thumb	Fore	Middle	Ring	Little		



AUGUST 11 1954  
REGISTRAR OF COMPANIES, KOLKATA  
1 DEC 2014

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

Endorsement For Deed Number : 1 - 10825 of 2014  
(Serial No. 10367 of 2014 and Query No. 1901L000025362 of 2014)

On 01/12/2014

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

Presented for registration at 18.10 hrs on 01/12/2014, at the Private residence by Ajay Kumar Shroff  
Kolkata.

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

Execution is admitted on 01/12/2014 by

- 1 Supriyo Mukherjee  
Director, Akankha Nirman Pvt. Ltd. 1, B A-2, Salt Lake City, Kolkata, Thana-Bidhan Nagar  
District-North 24-Parganas, WEST BENGAL, India, Pin :-700064.  
By Profession : Business
- 2 Rajib Ghosh  
Authorised Signatory, Akankha Nirman Pvt Ltd. 1, B A-2, Salt Lake City, Kolkata, Thana-Bidhan  
Nagar, District-North 24-Parganas, WEST BENGAL, India, Pin :-700064.  
By Profession : Others
- 3 Han Charan Gupta  
Director, Arusa Homes & Infrastructure Ltd., 4, Chowrighat Lane, Kolkata, Thana -Falakya,  
District-Kolkata, WEST BENGAL, India Pin :-700016  
By Profession : Others
- 4 Harish Gupta  
Director, Captsin Deakum Pvt Ltd., 1, C D-35, Saki Lake City, Kolkata, Thana: Bidhan Nagar,  
District-North 24-Parganas, WEST BENGAL, India, Pin 700064  
By Profession : Others
5. Smt Mahamaya Sur, wife of Late Gopal Sur . 584, Christopher Road, Kolkata Thana-Topra,  
District-South 24-Parganas, WEST BENGAL, India, Pin :-700046, By Caste Hindu, By Profession  
Others
6. Ajay Kumar Shroff  
Partner, A S P S Developers L L P, 68/2, Harish Mukherjee Road, Kolkata, Thana-Bhawanipore,  
District-South 24-Parganas, WEST BENGAL India, Pin :-700023.  
By Profession Business  
Identified By A Ghosh, son of ... . Allpore Judges Court,  
BENGAL, India, Pin :-700027, By Caste- Hindu, By Profession: Advocate



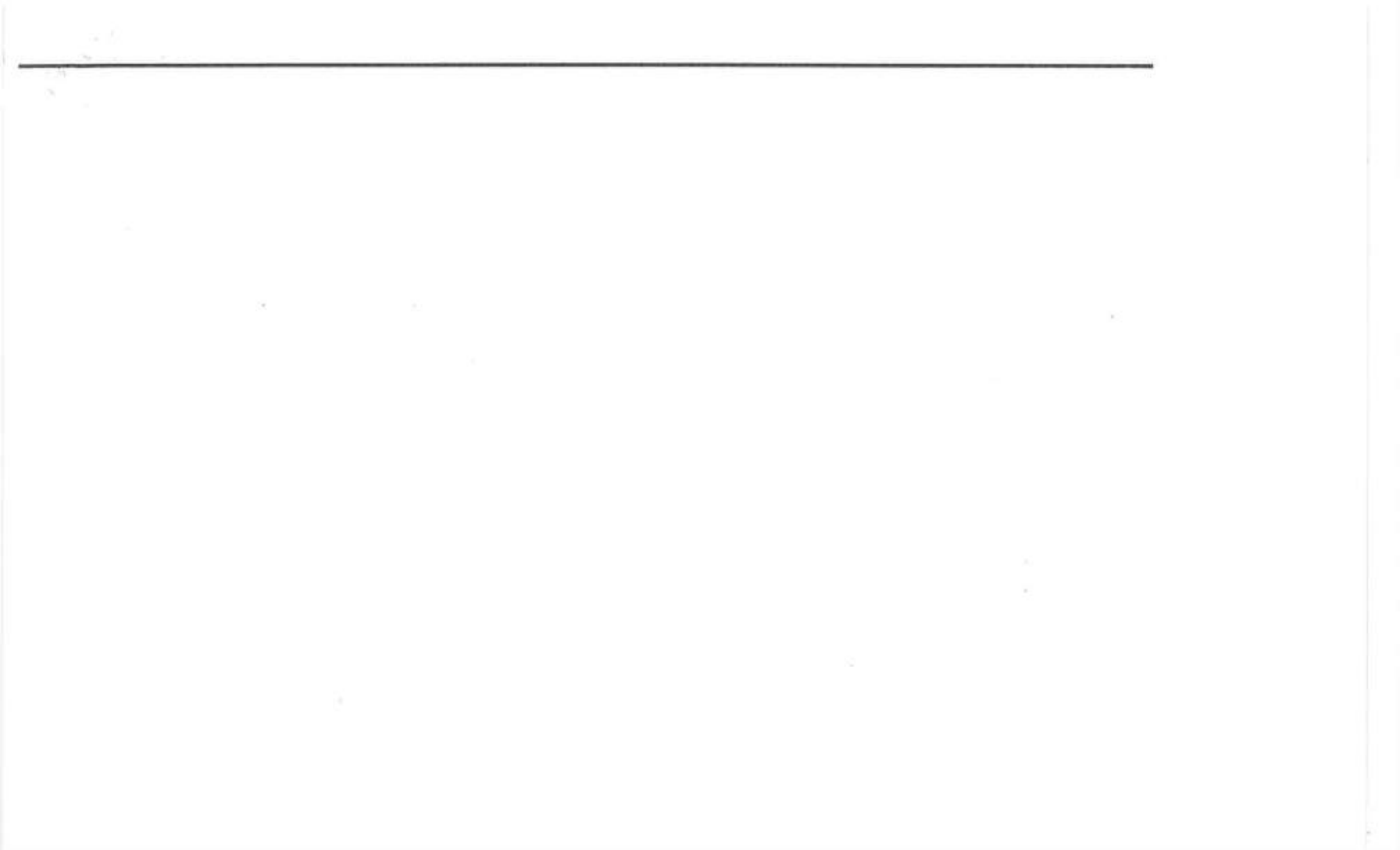
On 02/12/2014

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 : 23 5, 53 of Indian Stamp Act 1899.

02/12/2014 16:40:00

(Dinabandhu Roy )  
ADDL. REGISTRAR DE ASSURANCE-1 OF KOLKATA  
EndorsementPage 1 of 2





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

Endorsement For Deed Number : 1 - 10825 of 2014  
(Serial No. 10367 of 2014 and Query No. 1901L000025362 of 2014)

**Payment of Fees:**

Amount By Cash

Rs. 17501.00/- on 02/12/2014

Registration Fees Rs. 8418.73/- paid online on 22/11/2014 7.47PM with Govt Net No  
192014150011825601 on 22/11/2014 7.41PM, Bank: Indian Overseas Bank, Bank Ref No  
201411220872170 on 22/11/2014 7.47PM, Head of Account: 003003-104 001 Th Query  
No 1901L000025362:2014

Under Article : B = 17501/- on 02/12/2014 )

**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 - 7,65,25,354/-

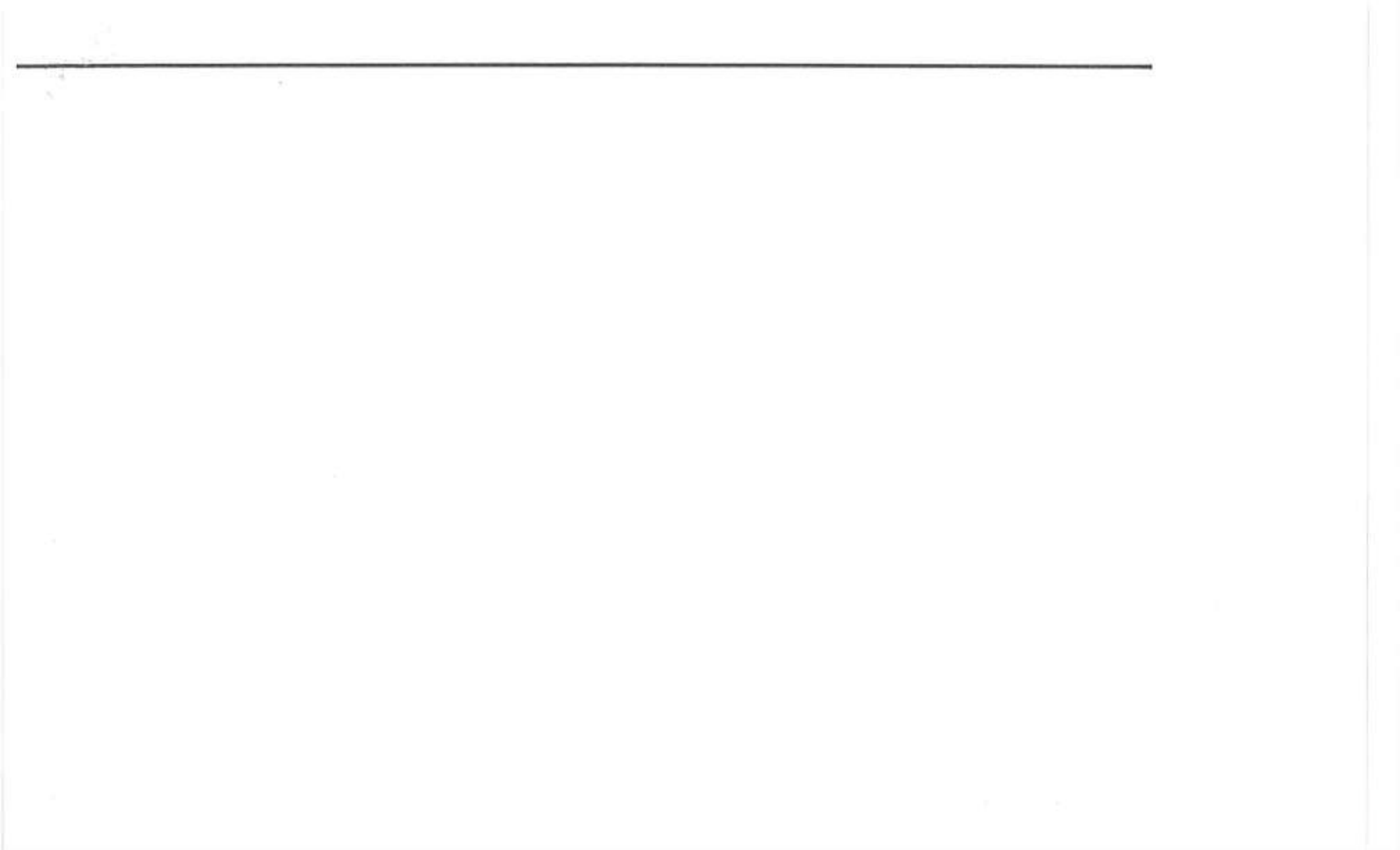
Certified that the required stamp duty of this document is Rs.- 5356796/- and the Stamp duty paid is  
Impressive Rs - 100/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance  
Department, Govt. of WB**

Stamp duty Rs. 53,56,796/- paid online on 22/11/2014 7.47PM with Govt. Net No  
192014150011825601 on 22/11/2014 7.41PM Bank: Indian Overseas Bank Bank Ref No  
201411220872170 on 22/11/2014 7.47PM, Head of Account: 0030 02-103-003-02, Query  
No 1901L000025362:2014

( Dinabandhu Roy )  
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN : 19-201415-001182569-1      Payment Mode : Online / Direct  
GRN Date : 22/11/2014 19:41:13      Bank : Indian Overseas Bank  
BRN : 201411220872170      BRN Date : 22/11/2014 19:47:16

DEPOSITOR'S DETAILS

Id No. : 1901L0000253022212014

Karny An. Shree Varit

Name : ASPS DEVELOPERS LLP  
Contact No. : 39042100      Mobile No. : 91 9831925114  
E-mail : rajonid@alcoverealty.in  
Address : 602 HARISH MUKHERJEE ROAD  
                 BHOWANIPORE  
Applicant Name : Mani Sakar Roy Chowdhury  
Office Name : A/R.A. - I KOLKATA, Kolkata  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Requestion Form filled in Registration Office

PAYMENT DETAILS

S.No.	Identification No.	Head of A/C Description	Head of A/C	Amount
1	1901L0000253022212014	Provisionally Registration - Stamp duty	0030-02-103-003-02	5356792
2	1901L0000253022212014	Property Registration - Registration Fee	0030-02-104-201-18	641873
<b>Total</b>				<b>61986669</b>

In Words : Rupees Sixty One Lakh Ninety Eight Thousand Six Hundred Sixty Eight only

₹ 61,98,666.69



CF: ... ATA  
- 1 DEC 2014



Certificate of Registration under section 60 and Rule 69.

Registered In Book - I  
CO Volume number 27  
Page from 1400 to 1457  
being No 10825 for the year 2014.



(Dinabandhu Roy) 03-December-2014  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal



**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

**BETWEEN**

**MAHAMAYA SUR  
..... VENDOR**

**AND**

**ASPS DEVELOPERS LLP  
..... PURCHASER**

**CONVEYANCE**

Re : Premises No.41,43,45,45/1 &  
portion of 47 Christopher  
Road, Kolkata.

**Ms. B M. Bagaria & Co.  
Solicitors & Advocates  
6, Old Post Office Street  
Kolkata - 700 001.**