

04638/2013

2013

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4671-13



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

G 863715

9295/13
 Additional Registrar of Assurance II
 Kolkata



M.V. 800,000
 Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement stamp affixed to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata
 5/4/13

15/3/13

THIS INDENTURE OF CONVEYANCE made this 30th day of March, **TWO THOUSAND THIRTEEN**

BETWEEN

MOHAMMED MOOSA son of Late Md. Ibrahim, permanently residing at Station Road, District Tinsukia, in the State of Assam hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context mean and include his heirs successors legal representatives executors administrators and assigns) having Pan No. AHTPM8353J of the **FIRST PART**

AND

TRIMURTI HIGHRISE PVT. LIMITED, a company within the ind. Motor Vicry Raj Swania.

contd...2

26
 2/4

3/04

54135

A. R. Lamba

Wasir Ahmed
copy

Vicky Raj Sironia.

NAME.....
 ADD.....
 RE.....
 - 3 AUG 2009
 S. CHATTERJEE
 Licensed Signer Vendor
 C. C. Court
 28, 3, R. S. Roy Road, Kol-1



c-2711

3 AUG 2009

[Handwritten signature]

PGI TRIMURTI HIGHRISE PVT. LTD.

Vicky Raj Sironia
Director/Authorized Signatory



c-2713

Md. Moosa



identified by me.
 MOHAMMAD MOHTI
 Md. Mohit
 S/o Md. Moosa,
 26 B. Ahiripukur Road
 Kalkata - 700019
 P.S. Karanya
 District: ...

ADDITIONAL REGISTRAR
 OF ASSURANCES-II, KOLKATA
 - 3 APR 2013

54135

A. K. Lamba

Was not submitted
copy

Vicky Raj Sivanja

NAME.....
 ADD.....
 RE.....
 - 3 AUG 2009
 S. CHATTERJEE
 Licensed Signer Vendor
 C. C. Court
 28.3, R. S. Roy Road, Kol-1



c-2711

3 AUG 2009

[Handwritten signature]

FOI TRIMURTI HIGHRISE PVT. LTD.

Vicky Raj Sivanja
Director/Authorized Signatory



c-2713



Md. Moosa

identified by me.
 MOHAMMAD MOHIT
 Md. Mohit
 S/o Md. Moosa,
 26 B Abhishek Road
 Kalkata-700019
 P.S. Karays
 Dist. ...

ADDITIONAL REGISTRAR
 OF ASSURANCES-1, KOLKATA
 - 3 APR 2013



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

Endorsement For Deed Number : I - 04671 of 2013
(Serial No. 04638 of 2013 and Query No. L000009293 of 2013)

On 03/04/2013

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

Presented for registration at 20.26 hrs on :03/04/2013, at the Private residence by Vicky Raj Sikaria
Claimant.

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

Execution is admitted on 03/04/2013 by

1. Mohammed Moosa, son of Late Md Ibrahim , Station Road, District:-Tinsukia, ASSAM, India, , By Caste Muslim, By Profession : Others
2. Vicky Raj Sikaria
Director, Trimurti Highrise Pvt Ltd, 4 A, Chaitan Seti Street, Kol, Thana:-Posta, District:-Kolkata, WEST BENGAL, India, Pin :-700007.
By Profession : Others

Identified By Mohammad Mohit, son of Md Moosa, 26 B, Ahipukur Road, Kol, Thana:-Karaya, District:-Kolkata, WEST BENGAL, India, Pin :-700019, By Caste: Muslim, By Profession: Business.

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

On 04/04/2013

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

Registration Fees Rs. 2,55,841/- paid online on 30/03/2013 5:05PM with Govt. Ref. No. 192012130002385842 on 28/03/2013 10:58AM, Bank: HDFC Bank, Bank Ref. No. 355 on 30/03/2013 5:05PM, Head of Account: 0030-03-104-001-16, Query No:1902L000009293/2013

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. -3,00,00,000/-

Certified that the required stamp duty of this document is Rs. - 2100020 /- and the Stamp duty paid as: Impresive Rs - 50/-

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

Stamp duty Rs. 16,28,061/- paid online on 30/03/2013 5:05PM with Govt. Ref. No. 192012130002385842 on 28/03/2013 10:58AM, Bank: HDFC Bank, Bank Ref. No. 355 on 30/03/2013 5:05PM, Head of Account: 0030-02-103-003-02, Query No:1902L000009293/2013



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 2

5/04/2013 17:25:00



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

Endorsement For Deed Number : I - 04671 of 2013
(Serial No. 04638 of 2013 and Query No. L000009293 of 2013)

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

On 05/04/2013

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

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

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

Registration Fees Rs. 74,162/- paid online on 03/04/2013 2:59PM with Govt. Ref. No.
192013140000024342 on 03/04/2013 1:19PM, Bank: HDFC Bank, Bank Ref. No. 422 on 03/04/2013
2:59PM, Head of Account: 0030-03-104-001-16, Query No:1902L000009293/2013

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

Stamp duty Rs. 4,71,959/- paid online on 03/04/2013 2:59PM with Govt. Ref. No.
192013140000024342 on 03/04/2013 1:19PM, Bank: HDFC Bank, Bank Ref. No. 422 on 03/04/2013
2:59PM, Head of Account: 0030-02-103-003-02, Query No:1902L000009293/2013

(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

BRN: 19-201314-000002434-2
GRN Date: 03/04/2013 13:19:53
BRN: 422

Payment Mode: Counter Payment
Bank: HDFC Bank
BRN Date: 03/04/2013 14:59:15

DEPOSITOR'S DETAILS

Id No. : 1902L000009293/3/2013
(Query No./Query Year)

Name : R KK JAIN
Contact No. : Mobile No. : +91 9903862178
E-mail :
Address : KOLKATA CIVIL COURT
Applicant Name : Gajendra Singh
Office Name : A. R. A. - II KOLKATA, Kolkata
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Requisition Form Filled in Registration Office Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	1902L000009293/3/2013	Property Registration- Stamp duty	0030-02-103-003-02	471959
2	1902L000009293/3/2013	Property Registration- Registration Fees	0030-03-104-001-16	74162

In Words : Rupees Five Lakh Forty Six Thousand One Hundred Twenty One only

Total

546121

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

GRN: 19-201213-000238584-2
GRN Date: 28/03/2013 10:58:10
BRN : 355

Payment Mode: Counter Payment
Bank: HDFC Bank
BRN Date: 30/03/2013 17:05:29

DEPOSITOR'S DETAILS

Id No. : 1902L000009293/2/2013
(Query No./Query Year)

Name : R K JAIN
Contact No. :
E-mail :
Address : KOLKATA CIVIL COURT
Applicant Name : Gajendra Singh
Office Name : A. R. A. - II KOLKATA, Kolkata
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	1902L000009293/2/2013	Property Registration- Stamp duty	0030-02-103-003-02	1628061
2	1902L000009293/2/2013	Property Registration- Registration fee	0030-03-104-001-16	255841
Total				1883902

In Words : Rupees Eighteen Lakh Eighty Three Thousand Five Hundred Two only

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meaning of the Companies Act 1956 and having its registered office at 4A, Chaitan Sett Street, Kolkata -700007, P.S. Posta hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context mean and include its successors in interest and assigns) having Pan No. AADCT2260P of the **SECOND PART:**

WHEREAS by Deed of Indenture made on 14th day of October in the year 1946, Between THE OFFICIAL TRUSTEE OF BENGAL and as such the sole executor and Trustee of Indian Estate of Ezekiel Elias David Ezra deceased having his office at No.1, Council House Street in the Town of Calcutta now know as Kolkata as Vendor of one part AND Shamsul Huq,(nee Shamsul Haque) since deceased, Md. Ibrahim, since deceased, Md. Khalil, since deceased , Md. Jalil, since deceased, Md. Vakil, since deceased, and Md. Bashir, since deceased being six (6) brothers as purchasers became the absolute owners of said 5, Old Court House Street, Calcutta-700001 acquired the premises being No. 5, Old Court House Street (now premises No. 22, Hemanta Basu Sarani) Calcutta -700001 (now Kolkata-700001).

Whereas by an Indenture dated 18th August, 1950 between the aforesaid Shamsul Haque, Md. Ibrahim, Md. Khalil, Md. Jalil, Md. Vakil and Md. Bashir, all since deceased

collectively referred to as the Lessors of the One part and James Murray & Co. Pvt. Ltd. therein referred to as the Lessee of the other part a lease in respect of the said premises being 5, Old Court House Street (now 22, Hemanta Basu Sarani) was granted unto and in favour of the Lessee therein for the period of 5 years only and subject to the rents and conditions as recorded and contained in the said Indenture.

WHEREAS certain disputes and differences cropped up by and between the aforesaid six (6) brothers for different properties purchased jointly by them and consequently a number of five separate suits including Suit No. 1811 of 1952 were initiated by and between them.

WHEREAS by an order and consent decree dated 15th July 1955 passed by Hon'ble High Court at Calcutta in the said Suit No. 1811 of 1952 the said premises being 5 Old Court House Street, Calcutta-700001 ~~now~~ numbered as 22, Hemanta Basu Sarani, Kolkata -700001 was allotted to the said Shamsul Haque and Md. Ibrahim with equal share both since deceased jointly and the Official Receiver, High Court at Calcutta appointed by the Hon'ble Court earlier was discharged from further acting as receiver in respect of the said

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premises and was directed to make over the possession of the same to Shamsul Haque and Mohammad Ibrahim both since deceased jointly.

WHEREAS the said Md. Ibrahim subsequently instituted another Suit No. 226 of 1956 before the Hon'ble High Court at Calcutta against Shamsul Haque and other brothers and by an order dated 8th June, 1956 under the said Suit, Mohammad Ibrahim was appointed as Receiver for the said premises No. 5, Old Court House Street, Calcutta-700001 and thereafter by an order dated 4th July, 1956 under the same Suit, Official Receiver High Court was again appointed as receiver for the said premises in place and stead of the said Md. Ibrahim, since deceased on an application of Md. Ibrahim, since deceased.

AND WHEREAS the said Md. Ibrahim died intestate sometimes in the year 1974 leaving behind his two sons and a daughter namely Md. Moosa, Md. Isa, since deceased and Mrs. Marium Begum as his only heirs, heiress and successors to inherit the estate left behind the said Md. Ibrahim, since deceased. They were duly substituted in place and stead of Md. Ibrahim as plaintiffs in said Suit No. 226 of 1956.

WHEREAS by a judgment and decree passed in the said Suit No. 226 of 1956 on 1st July, 1985 all the

: 5 :

previous five Suits including the Suit No. 1811 of 1952 were restored by setting aside the consent decree dated 15th July, 1955.

WHEREAS the said Shamsul Haque , since deceased preferred an appeal being No. 369 of 1985 against the said judgment and decree dated 1st July 1985 passed in the said Suit No. 226 of 1956 before Hon'ble Division Bench under which by an order dated 18th December, 1992 the decree dated 1st July, 1985 was set aside and consent decree dated 15th July, 1955 in the Suit No. 1811 of 1952 was restored.

AND WHEREAS the respondents of said Appeal No. 369 of 1985 preferred an appeal before the Hon'ble Supreme Court Vide S.L.P. No. 15045 of 1993 against the said judgment and order passed in said appeal but the said S.L.P. was rejected and the said consent decree dated 15th July, 1955 was confirmed. Hence the Consent Decree dated 15th July, 1955 has attained finality and in force by virtue of which the said premises being 5 Old Court House Street, Calcutta -700001 (now Kolkata) was allotted to Md.Ibrahim and Shamsul Haque ,both since deceased equally.

WHEREAS in terms of the said consent Decree dated 15th July 1955 passed in the Suit No. 1811 of 1952 the said Md. Ibrahim and Shamsul Haque , both since deceased

became the joint owners of the said premises being 5, Old Court House Street, now known as 22, Hemanta Basu Sarani, Kolkata-700001 and after the death of the said Md. Ibrahim his aforesaid two sons namely Md. Moosa, the vendor herein, Md. Isa, since deceased and the married daughter Mrs Marium Begum became joint owners of the said undivided property to the extent of 20%, 20% and 10% share respectively in the said premises as per the prevailing Mohammedan law of inheritance.

AND WHEREAS the said Premises No. 5 Old Court House Street now numbered as 22, Hemanta Basu Sarani, Kolkata -700001 for the sake of brevity is hereinafter referred to as the said PREMISES and the undivided one fifth (20%) share held by the Vendor herein is hereinafter referred to as the said PROPERTY (morefully and particularly mentioned and described in the SCHEDULE hereunder written).

AND WHEREAS the said premises is still in possession of the said James Murray & Co. Private Ltd. and various illegal occupants and the said premises is lying in a dilapidated condition and an Ejectment Suit being Suit No. 486 of 1990 for eviction of the said James Murray & Co. Private Limited along with all illegal occupants and its men and agents is still pending for their eviction before the Hon'ble High Court at Calcutta.

AND WHEREAS Partition and Administration Suit being the Suit No. 463 of 1998 has been filed by the said Md. Moosa against the other co-sharers of the said premises where under a Preliminary Decree dated 23rd February 2009 was passed by Her Lordship Hon'ble Justice Nadira Patherya declaring the share of the Vendor as one fifth (20%) in the said premises.

All or before execution of these presents the Vendor has represented to the Purchaser as follows :

- 1) THAT the vendor is one of the co-owner having undivided one fifth (20%) share in the said premises as aforesaid.
- 2) THAT various parts and portions of the said premises are presently in occupation of the said James Murray & Co. Private Ltd. and various illegal occupants without either oral or written consent of any of the co-owners or their predecessors-in-interest.
- 3) THAT the said premises is otherwise free from all encumbrances charges liens lispendens attachments ,trusts ,wakfs whatsoever or howsoever except the rights title interest of other co-owners in respect of the said premises and excepting the said suit Nos. 486 of 1990 and 463 of 1998 both pending before the Hon'ble High Court at Calcutta and no other suits are there in respect of the said property.

4). THAT the Vendor has not created any charges and/or mortgage over and in respect of his undivided 20 % share in the said premises.

5) THAT the Vendor has not entered into any agreement for sale transfer lease development in respect his share in the said property or any part or portion thereof with any person(s) other than the purchaser herein.

6) THAT said premises or any portion thereof is presently not being used as dwelling house of the vendor and /or any of the co-owners of the said premises.

7) THAT the said transfer of the said property is for legal necessity of money.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the purchaser has agreed to purchase and acquire the said Property and/or the entirety of the right title and interest of the vendor into or upon the entirety of the said Premises SUBJECT HOWEVER to the rights of the said James Murray & Company Private Limited. But otherwise free from all encumbrances charges liens and mortgages whatsoever for the consideration and subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is

hereby agreed by and between the parties hereto as follows :-

1. THAT in pursuance of the agreement and in further consideration of a sum of Rs. 3,00,00,000/-- (Rupees three crores) of the lawful money of the Union of India well and truly paid by the purchaser to the vendor at or before the execution of these presents (the receipt whereof the vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Vendor doth hereby acquit release and discharge the purchaser and the said property hereby intended to be sold transferred and conveyed) the vendor doth hereby indefeasibly grant sell transfer convey assign and assure **ALL THAT** undivided one fifth (20%) share in respect of the Municipal Premises No. 5 Old Court House Street now 22, Hemanta Basu Sarani, Kolkata -700001 **TOGETHER WITH** a land area of 10 Cottah 9 Chittacks 37 Sq.ft. (by actual measurement an area of 11 Cottahs 12 Chittacks 36 Sq.ft.) a little more or less **TOGETHER WITH** all buildings and structures standing thereon (more fully and particularly mentioned and described in the **SCHEDULE** hereunder written) and/or the entirety of the right title interest of the vendor into or upon the said property

SUBJECT HOWEVER TO the rights of the said James Murray & Co, Pvt. Ltd **AND SUBJECT TO** the pendency of the said Suit Nos. 486 of 1990 and 463 of 1998 both pending before the Hon'ble High court at Calcutta **BUT OTHERWISE** free from all encumbrances charges liens mortgages lispendens attachments trusts wakfs whatsoever or however **OR HOWSOEVER OTHERWISE** the said premises or any part or portion thereof now is or are or at any time or times heretofore was or were butted and bounded called known numbered described or distinguished **TOGETHER WITH** all benefits and advantages of ancient and other lights all yards courtyards areas sewers drain ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages appurtenances whatsoever to the said premises or any part or portion thereto belonging to or in anyways appertaining to or with the same or any part thereof now are or is or at any times heretofore were or was held used occupied or appertaining to enjoyed or reputed to belong or appertain thereto **AND** the reversion or reversions remainder or remainders and all the rents issues

and profits of the said property or any of any and every parts thereof **AND** all the legal incidence thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the vendor into or upon and in respect of the said property or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which are in any way exclusively related to or concern the said property or any part or parcel thereof which now are or hereafter shall be in the custody power possession or control of the Vendor or any person or persons from whom he/she can or may procure the same without any action or suit both at law or in equity_ **TO HAVE AND TO HOLD** the said property hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases license liabilities trusts wakfs attachments acquisitions requisitions prohibitions restrictions easements and lispendens whatsoever.

and profits of the said property or any of any and every parts thereof **AND** all the legal incidence thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the vendor into or upon and in respect of the said property or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which are anyways exclusively relates to or concerns the said property or any part or parcel thereof which now are or hereafter shall be in the custody power possession or control of the Vendor or any person or persons from whom he/she can or may procure the same without any action or suit both at law or in equity_ **TO HAVE AND TO HOLD** the said property hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases license liabilities trusts wakfs attachments acquisitions requisitions prohibitions restrictions easements and lispendens whatsoever.

2. **AND** the vendor doth thereby further covenant with the purchaser that the vendor is the lawful owner of the said property **SUBJECT HOWEVER** to the rights of the said James Murray & Co, Pvt. Ltd and the rights title interest of other co-owners in respect of the rest of the shares of the said premises but otherwise free from all encumbrances charges and liabilities of whatsoever nature **AND** the vendor doth hereby covenant with the purchaser that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter of things whereby or by reason whereof the said property hereby granted conveyed transferred assigned and assured or expressed to be done so intended to be was or is encumbered in title estate or otherwise or by the reason whereby the vendor may or can be prevented from granting selling conveying assigning and assuring he said property or any part thereof in the manner as aforesaid.
3. **AND THAT NOTWITHSTANDING** any act deed or thing by the vendor done executed or knowingly suffered to the contrary the vendor at the time of execution of these presents is the lawful owner of and/or otherwise well as

sufficiently entitled to the said property hereby granted sold conveyed transferred assigned assured or expressed so to be done so and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.

4. **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the vendor now has in himself good right full and absolute power and authority to grant sell convey transfer assure and assign the said property hereby granted sold conveyed transferred and assured or expressed so to be done so unto and to the use of the purchaser in the manner as aforesaid and on the terms and conditions as aforesaid **AND THAT** the vendor has duly made over symbolic possession of the said **PREMISES** to the purchaser herein and the purchaser has received and accepted the same without raising any dispute demand or claim whatsoever against the vendor in respect of the nature and/or occupancy of the structures standing on the land comprised in the said premises or otherwise **AND** the Purchaser to the extent of undivided share hereby granted sold conveyed transferred and assured or expressed so to be done so shall and may at all times hereafter at its own costs charges and expenses

peaceably and quietly enter into hold possess and enjoy the same and receive and take all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him or from under or in trust for any of his predecessors in title or any of them.

5. **AND THAT** the purchaser shall be freed and cleared and freely and clearly and absolute acquitted exonerated releases and discharged otherwise by and at the costs and expenses of the vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens, claims demands mortgage leases licenses liabilities trust attachment, executions prohibitions restrictions easements wakfs and lispendences whatsoever suffered or made or liabilities in respect of the said property held by the Vendor or by any person or person lawfully and equitably claiming from under or in trust for him or any of his predecessors in title or any of them .

6. **AND THAT** the Vendor never held and does not hold any excess vacant land within the meaning of the Urban

Land (Ceiling & Regulation) Act 1976 and the said property or any part thereof has not been affected or vested under Urban Lands (Ceiling & Regulation) Act 1976 **AND THAT** no certificate proceedings and/or notice which is or may be subsisting has been served on the Vendor for the acquisition of the said Property and/or land comprised therein or any part.

7. **AND THAT** the purchaser shall be entitled to contest the said Suit Nos.486 of 1990 and 463 of 1998 pending before the Hon'ble High Court at Calcutta and get itself substituted in palace and in stead of the Vendors and the Vendor shall be obliged to sign and execute all papers and documents as may be necessary and/or required for the purpose of the said substitution of the purchaser in the aforesaid two (2) Suits as and when required by the purchaser. The purchaser shall also have the right to recover arrears rent to the extant of vendor's share.
8. It is hereby agreed by the purchaser that all the arrear Property Taxes both owner's and occupier's portion will be born by the purchaser and Vendor herein shall not be Liable for the same in any way or manner whatsoever.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided one fifth (20%) share in respect of the lands and properties containing a land area of 10 Cottahs 9 Chittacks 37 Sq.ft. (by actual measurement an area of 11 Cottahs 12 Chittacks 36 Sq.ft.) a little more or less, together with a more than hundred years old dilapidated fully tenanted and fully occupied partly three storied and partly four stories structure with a total constructed area of about 25,000 Sq.ft. lying and situate at the Municipal Premises No. 22, Hemanta Basu Sarani formerly known as 5 Old Court House Street, Calcutta -700001, Police Station Hare Street Ward No. 46 within the Municipal limits of Kolkata Municipal Corporation butted and bounded by as follows, that is to say:

ON THE NORTH : By Passage of premises No. 24/26 Hemant Basu Sarani (formerly by passage leading to premises Nos .6 and 7 , Old Court House Street.

ON THE SOUTH : By Steel House (formerly 4, Old Court House Street)

ON THE EAST : By Premises Nos. 24/26 Hemant Basu Sarani (formerly partly 6 and 7 and 4, Old Court House Street)

: 17 :

ON THE WEST : By Hemanta Basu Sarani (Formerly
by Old Court House Street)

WITNESS WHEREOF the parties hereto have set and
subscribed their respective hands and seals day, month
and year first above written.

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

1. Md. Mohit
26 B, Abhiram Road
Kolkata - 700019.

Md. Anwar

Signature of the Vendor

2. Biswanta Mishra
816 90% Deh' Lam.
KOL 54.

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

1. Gajendra Singh.
4D. Chaitan Slt St Kol 7

for TRIMURTI HIGHRISE PVT. LTD.

Vicay Raj Sikaria
Director and Authorized Signatory

Signature of the Purchaser

2. Md. Mohit -
26 B, Abhiram Road
Kolkata - 700019

Drafted by :

Angira De
Advocate

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the within mentioned sum of Rs. 3,00,00,000 (Rupees three crores) only towards full payment of consideration money in the following manner.

<u>SL.NO</u>	<u>PARTICULARS</u>	<u>DATE</u>	<u>AMOUNT-RS</u>
702474	<u>BY CHEQUE OF HDFC BANK</u> <u>BURRABAZAR BRANCH</u>	8/12/12	<u>1,00,00,000.00</u>
038183	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>30,00,000.00</u>
038184	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>30,00,000.00</u>
038205	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>20,00,000.00</u>
038211	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>20,00,000.00</u>
038206	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>30,00,000.00</u>
038207	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>30,00,000.00</u>
038208	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>20,00,000.00</u>
038209	<u>MANAGER'S CHEQUE HDFC</u> <u>BANK BURRABAZAR BRANCH</u>	<u>26/03/2013</u>	<u>20,00,000.00</u>

WITNESSES :

1. *Mr. Mohit*
26B, *Ahiri pukur Road*
Kolkata - 700019.

Mr. Mohit,

Signature of the Vendor

2 *Rishu Mishra*
8/6 Gopabazar

List of Documents handed over by Vendor to the Purchaser

1. The Original Deed of conveyance dated 14th day of October, 1946 between The Official Trustee of Bengal as vendor and Shamsul Huq & others as purchasers being Deed No. 3369 , volume No. 75 , pages 288 to 299 of 1946 registered before Registrar of Calcutta.

Received the original copy by Vicay Raj Sinha

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Vijay Raj Sivania</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>And. Mustafa</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 408 to 434
being No 04671 for the year 2013.



(Dulal Chandra Saha) 09-April-2013
ADDL. REGISTRAR OF ASSURANCES-II.
Office of the A.R.A. - II KOLKATA
West Bengal