

PROFORMA SALE DEED

THIS INDENTURE made this ____ day of _____ Two Thousand _____
BETWEEN MANI SQUARE LIMITED, (PAN AABCR3668M) a Company incorporated under the Companies Act, 1956 having its Registered Office at No.IT-9, ninth floor, "Mani Square" 164/1, Manicktala Main Road, Kolkata 700054, hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **ONE PART AND**
.....
hereinafter referred to as "the **PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include) of the **OTHER PART:**

WHEREAS:

A. **DEFINITIONS** : Unless, in these presents, there be something contrary or repugnant to the subject or context:

(i) **PREMISES** shall mean the Premises / Property formed of the Bigger Property and the Smaller Property (both hereinafter defined), both adjoining each other and included within a single boundary wall and jointly containing an area of 18 Bighas 15 Cottahs 4 Chittacks and 20 sft. (equivalent to 25102.21 sq.m) more or less, morefully and particularly mentioned and described in **PART-III of the FIRST SCHEDULE** hereunder written and wherever the context so permits shall include the Buildings thereat.

(ii) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the residential building complex named "**Swarnamani**" to consist of various buildings / blocks to be constructed in phases by the Vendor at the said Premises (i.e. at both the Bigger Property and the Smaller Property).

For the time being, the Vendor proposes to construct the following Building/s / Blocks at the said Premises:

a) **At the said Bigger Property :**

Four Blocks namely (i) the **Aldina Block**, ((ii) the **Cristana Block**, (iii) the **Oriana Block** and (ii) the **Zarina Block**;

b) **At the said Smaller Property :**

One Block namely the Xana **Block** ;

- iii) **BIGGER PROPERTY** shall mean the present Premises No.33A Canal Circular Road, Kolkata containing land area of 16 Bighas 11 Cottahs 11 Chittacks and 3 sq.ft. (equivalent to 22187.96 sq.m) more or less, more fully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE** hereunder written.
- iv) **SMALLER PROPERTY** shall mean the present Premises No.163B Manicktala Main Road, Kolkata containing land area of 43 Cottahs 8 Chittacks and 30 sq.ft. (equivalent to 2912.48 sq.m) more or less, more fully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE** hereunder written.
- (v) **CO-OWNERS** according to the context shall mean the persons who for the time being, own any Unit in the Housing Complex or have agreed to purchase the same and have taken possession thereof (including the Vendor for those units and other constructed spaces not alienated by the Vendor and/or reserved and/or retained by the Vendor for its own exclusive use).
- (vi) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the Housing Complex / Premises mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed by the Vendor for common use and enjoyment of the Co-owners of the Housing Complex;
- It is clarified that** the Common Areas and Installations do not include the car parking spaces, roofs / terraces / balconies at different floor levels attached to any particular flat or flats as dealt with herein, exclusive greens / gardens attached to certain number of flats on the first floor level as dealt with herein, and other open and covered spaces at the Premises and the Housing Complex which the Vendor may from time to time express or intend not to be so included in the common areas and installations, and the Vendor shall in its absolute right deal therewith to which the Purchaser hereby consents;
- It is further clarified that** the development of the said Premises having been undertaken by the Developer in Phases under different plans for both the Bigger Property and the Smaller Property, not all of the Common Areas and Installations may be available for use till such time the development of the entire Housing Complex is completed, and only thereafter shall all the Common Areas and Installations shall be available for use, which fact the Purchasers are aware of and hereby acknowledge.
- (vii) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the

premises and the Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be borne paid contributed and shared by the Co-owners.

- (viii) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and upkeeping the Housing Complex and the premises and in particular the Common Areas and Installations rendition of common services in common to the co-owners, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (ix) **UNITS** shall mean the independent and self-contained flats and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Housing Complex at the said Premises (i.e. at both the Bigger Property and the Smaller Property) and wherever the context so permits or intends shall include *interalia* the Car Parking Space/s and/or roof/s and/or terrace/s / sky balcony and/or exclusive gardens / greens, if any, attached to the respective flat(s) and also the proportionate undivided share in the Common Areas And Installations and proportionate undivided share in the Land underneath the concerned Block, attributable thereto.
- (x) **PARKING SPACES** shall mean covered car parking spaces in or portions of the Basement and the Ground Floor of the Buildings / Blocks in the Housing Complex / said Premises (i.e. at both the Bigger Property and the Smaller Property) and also the open car parking spaces in the open compound of the Housing Complex / said Premises as also in the Mechanical Car Park at the Housing Complex / said Premises as expressed or intended by the Vendor at its sole discretion for parking of motor cars.
- (xi) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit (including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit). **It is clarified that** in calculating the built up area of any unit, the area of the concerned Flat and the 50% area of the Sky Balcony attached thereto, if any, shall be taken into consideration.

(xii) **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the following:

- a) where it refers to the share of the Purchaser in the Land underneath the Block in which the Flat agreed to be purchased by the Purchaser is situated, the same shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Units in such Block;
- b) where it refers to the share of the Purchaser in the Common Areas and Installations or the Common Expenses and other matters related to Common Purposes, the same shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Units in the Housing Complex;

PROVIDED THAT where it refers to the share of the Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

(xiii) **SAID UNIT** shall mean the Flat No. on the floor of the Block located at the _____ Property morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **and wherever the context so permits** shall include the triple height Sky Balcony attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the Purchaser's proportionate undivided share in the Common Areas and Installations, attributable to the said Flat, **and further wherever the context so permits** shall include the Purchaser's said Share in the Land underneath the Block, attributable to the said Flat, **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the car parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so specifically

and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

- (xiv) **SAID SHARE IN THE LAND / SAID SHARE IN THE LAND UNDERNEATH THE BLOCK** shall mean the proportionate undivided indivisible variable impartible share in the land underneath the Block in which the said Flat is situate, attributable to the said Flat agreed to be purchased hereunder by the Purchaser.
- (xv) **MAINTENANCE COMPANY** shall mean any Company incorporated under any provision of the Companies Act, 1956 that may be formed by the Vendor for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Vendor in its absolute discretion.
- (xvi) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Vendor shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Vendor .
- (xvii) **SALE AGREEMENT** shall mean the Agreement dated _____ entered into by and between the Vendor herein therein also referred to as the Vendor of the One Part and the Purchaser herein therein also referred to as the Purchaser of the Other Part, as modified supplemented novated by _____ and _____ also as modified supplemented novated and superceded by these presents.
- (xviii) **PLAN/S** shall mean the plans from time to time sanctioned by The Kolkata Municipal Corporation for construction at the Bigger Property and the Smaller Property, being (i) for the Bigger Property, the Building Permit No. 2011030005 dated 21.04.2011 as amended by a plan processed under Rule 26 of the Building Rules 2009 and approved vide No. B/18/III/2011-12 dated 28.02.2012 , and also as amended by a plan processed under Rule 26 vide Building Permit No. 2014030053 dated 04.09.2014 and Building Permit No. 2014030086 dated 04.12.2014; and (ii) for the Smaller Property, Building Permit No. 2016030007 dated 20th April 2016 and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Vendor . It is clarified that in case additional constructions are sanctioned by the concerned authorities for the Bigger Property and/or the Smaller Property, then the Vendor shall be entitled to construct and deal with the same, to which the Purchaser hereby consents. The Purchaser is also aware of the fact

and consents and admits that owing to construction of additional floors / areas as hereinbefore contemplated, the proportionate undivided share of the Purchasers in the land underneath the Block (in which the Flat agreed to be purchased by the Purchasers is situated) shall be and/or is likely to stand reduced.

(xix) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xx) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

- B. The Vendor is seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to both the Bigger Property and the Smaller Property, save areas / spaces / shares therein as may have been conveyed and transferred by the Vendor from time to time. Devolution of title of the Vendor to the Bigger Property and the Smaller Property respectively are set out in **Part-I and Part-II of the Sixth Schedule** hereunder written.
- C. Plans for construction of the Buildings at the said Bigger Property and the Smaller Property were sanctioned by The Kolkata Municipal Corporation as hereinbefore mentioned.
- D. The Purchaser being desirous of purchasing the said Unit described in the **SECOND SCHEDULE** hereunder written approached the Vendor and the Vendor has agreed to sell convey and transfer the said Unit described in the **SECOND SCHEDULE** hereunder written to the Purchaser for the consideration and on the terms and conditions contained in the Sale Agreement, which stands modified and/or superseded and/or novated by these presents.
- E. The construction of the said Unit has since been completed and possession of the said Unit has been duly delivered by the Vendor to the Purchaser on _____, which the Purchaser hereby acknowledges and confirms to have duly received.
- F. At or before the execution hereof:
- (i) The Purchaser has fully satisfied himself as to the rights title and interest of the Vendor to the said Premises and the said Unit.
 - (ii) The Purchaser has fully satisfied himself as to the workmanship and quality of construction of the said Unit and the Block in which the same is situated, the structural stability of the relevant Block.

- (iii) The Purchaser has fully satisfied himself as regards the total area comprised in the said Unit.
- (iv) The Purchaser has fully satisfied himself as regards the occupancy certificate duly issued by The Kolkata Municipal Corporation .
- (v) The Purchaser has fully satisfied himself with regard to the scheme of development, the Common Areas and Installations, the mode and manner of user and enjoyment thereof, and other related matters;
- (vi) The Purchaser has fully understood and satisfied himself as regards facts herein recited and mentioned and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
- (vii) The Purchaser acknowledges that since the time of execution of the Sale Agreement, the Project has / may have undergone changes, including as regards size scope and planning thereof and hereby agrees and covenants that the same were done with the knowledge and consent of the Purchaser and the Purchaser has seen verified and satisfied himself with regard thereto.
- (viii) The Purchaser hereby agrees and covenants that the Purchaser has no claim or demand whatsoever or howsoever against the Vendor under or arising out of the Sale Agreement or otherwise in any manner connected to the said Unit / Project / Housing Complex and all such claims and demands if any stand waived abandoned and condoned upon execution of these presents.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge), the Vendor do hereby grant sell convey transfer release assign and assure unto and to the Purchaser **ALL THAT** the said Unit described in the **SECOND SCHEDULE** hereunder written **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in **PART-I of the FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the common expenses proportionately and all other outgoings in connection with the said Unit wholly and the said Premises and in particular the Common Areas and Installations proportionately **EXCEPTING AND RESERVING** unto the Vendor and the persons deriving title from the Vendor such easements quasi-easements and rights and privileges as set out in **PART-II of the FIFTH SCHEDULE** hereunder written.

II. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The interest which the Vendor do hereby profess to transfer subsists and that the Vendor has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for the Vendor.
- iii) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- iv) The Vendor unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:

- 1. The Purchaser so as to bind himself to the Vendor and the other Co-owners and so that this covenant shall be for the benefit of the Project and every part thereof hereby covenants with the Vendor and with all the other Co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply *mutatis mutandis*.
- 2. The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor on account of any bad workmanship or inferior

quality of materials or fittings or fixtures used in the said Unit or in the Project nor on account of any constructional defect therein.

3. **MANAGEMENT, MAINTENANCE AND MAINTENANCE COMPANY:** As a matter of necessity, the Purchaser, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfil and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installation and other common purposes and in particular those mentioned in the Draft Complex Management Agreement annexed to the Sale Agreement.

3.1 The Purchaser shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned and contained in the Draft Complex Management Agreement including, inter alia, the following:

- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to The Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the premises in which the said Flat of the Purchaser is situated;
- ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Housing Complex or the said Premises as a whole and whether demanded from or payable by the Purchaser or the Vendor and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the concerned Block or the said Premises.
- iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit, the Vendor and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the said Unit from its own existing sources and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
- iv) Charges for enjoying and/or availing power in excess of 1(one) Watt per square foot of the built up area of the Unit in case of **Cristana Block, Oriana Block, Zarina Block and Xana Block** and 2(two)

Watts per square foot of the built up area of the Unit in case of **Aldina Block**, if (subject to availability) provided to the Purchaser of the said Unit by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Vendor or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.3.50/- (Rupees Three and paise fifty) only per square foot per month of the sum total of (i) the built-up area of the said Flat No.....; (ii) the area corresponding to the proportionate area of the Purchaser in the Common Areas and Installations derived in the manner mentioned in clause 3.3 hereunder written and (iii) 50% of the area of the Sky Balcony, if any attached to the said Flat No., which areas are totalling to Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

3.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the concerned Block earmarked for the said Unit.

3.3 While calculating the area corresponding to the Purchaser's proportionate undivided area in the Common Areas and Installations under clause 3.1(v) hereinabove, the Vendor has taken into account (i) the built-up area of the

said Flat No. and 50% of the area of the Sky Balcony attached to the said Flat No., if any, (ii) the built-up area of all the other Flats in the said Housing Complex and 50% of the areas of all the Sky Balconies attached to all the other Flats, if and as applicable, (iii) the area of all the Common Areas and Installations, other than the top (ultimate) roof of the said building and (iv) 40% of the built-up area of such top (ultimate) roof of all the Blocks in the Housing Complex.

- 3.4 The Vendor shall at its own discretion cause formation of the Maintenance Company for the purpose of taking over charge of the acts relating to the Common Purposes and for the purpose of maintenance and management of the said Housing Complex and the premises and in particular the common areas and installations, having such rules regulations and restrictions as be deemed proper and necessary by the Vendor.
- 3.5 The Purchaser agrees and covenants to become member and/or shareholder, as the case may be, of the Maintenance Company, upon its formation and upon being called upon by the Vendor therefor, without raising any objection whatsoever and purchase and acquire such number of shares in the Maintenance Company as be deemed necessary and expedient by the Vendor and also abide by all the rules regulations restrictions and bye-laws as be framed and/or made applicable by the Vendor and/or the Maintenance Company for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance Company and to do all the necessary acts deeds and things. The voting rights of the Purchaser in the Maintenance Company and also in all matters related to the common purposes shall be in the proportion in which the built up area of the said Unit may bear to the built up area of all the units in the Housing Complex.
- 3.6 As on date, the Vendor intend to enter into an agreement with the Maintenance Company, upon its formation, on the lines of Draft Complex Management Agreement annexed hereto laying down therein the terms conditions covenants and restrictions for maintenance management user and enjoyment of the said Housing Complex and the premises and in particular the common areas and installations, and the Purchaser agrees and covenants abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Vendor on the one hand and the Maintenance Company on the other hand and the same is and shall be deemed to be a covenant running with land. The Purchaser also confirms that the Purchaser has seen and inspected the said Draft Complex Management Agreement annexed to the Sale Agreement and has fully satisfied himself with regard thereto and agrees and covenants to abide by the terms conditions covenants and restrictions contained in the said Draft Complex Management Agreement.

- 3.6.1 For compliance of all or any of the obligations of the Purchaser contained in clauses 3.5 and 3.6 hereinabove, the Purchaser doth hereby the Vendor jointly and/or severally as his / her / its / their constituted attorney/s.
- 3.7 Till the time of formation of the Maintenance Company and its taking over the charge of the acts relating to the Common Purposes, the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor shall be the Maintenance In-charge and look after the common purposes and the Purchaser undertakes to regularly and punctually pay to the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor the maintenance charges and other amounts payable by the Purchaser hereunder.
- 3.7.1 So long the Vendor or any of them and/or any person or persons nominated, appointed and/or authorised by the Vendor is the Maintenance In-charge, the Purchaser shall not hold the Maintenance In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Vendor and/or any person or persons nominated, appointed and/or authorised by the First Parties responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance Company shall remain liable to indemnify and keep indemnified the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor for all liabilities due to non-fulfilment of their respective obligations contained herein by the Purchaser and/or the Maintenance Company.
- 3.8 Upon formation of the Maintenance Company and upon sale of all the flats in the Housing Complex or earlier at the sole discretion of the Vendor, the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor shall transfer to the Maintenance Company all its rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Vendor hereunder or so intended to be or so desired by the Vendor hereafter) whereupon only the Maintenance Company shall be entitled thereto and obliged therefor. All reference to the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor herein with regard to the common purposes shall thenceforth be deemed to be reference to the Maintenance Company.
- 3.8.1 At the time of handing over the charge to the Maintenance Company, the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor shall also transfer the residue then remaining of the deposit made by the Purchaser under clause 6.1 of the Sale Agreement after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Maintenance Company to the account of the Co-owners respectively for the

purpose thereof and the Purchaser and the other parties hereto and the Maintenance Company shall remain liable to indemnify the Vendor for all liabilities due to non fulfilment of their respective obligations by the Purchasers and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the said premises by the Maintenance Company (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the said premises).

3.8.2 Furthermore, with effect from date of formation of the Maintenance Company and its taking charge of the acts relating to the common purposes, all the employees of the Vendor having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed and/or absorbed by the Maintenance Company with continuity of service with effect from such date.

3.9 In case due to any reason whatsoever, the formation of Maintenance Company becomes unfeasible or not practicable or impossible, then the Vendor may award the job of Maintenance In-charge to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Vendor may agree with such person or party and the Purchaser shall abide by and honour the same and the same shall is and shall be deemed to be a covenant running with land.

4. **PURCHASER'S ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:** The Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Housing Complex or the said Premises or the Blocks / Buildings thereat (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Housing Complex or the said Premises or the Blocks / Buildings thereat or the sale or transfer of the other Units in the Housing Complex is in any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Vendor is restrained from construction of the Housing Complex or the Blocks / Buildings thereat and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Vendor may have, the Purchaser shall be liable to compensate and also indemnify the Vendor for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Vendor .

4.1 The Purchaser shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Purchaser has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.

- 4.2 Save the said Unit, the Purchaser shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or the lawns / gardens / greens /open spaces at the said premises.
- 4.2.1 Without prejudice to the aforesaid, in particular the Purchaser admits and acknowledges the fact that certain flats on the First Floor level of the **Oriana Block** shall have the exclusive greens / gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others, which greens / gardens shall be created either by demarcating the green on the podium level or by filling up mud from the ground floor till the podium level so that such flats have greens / gardens attached to them, and the Purchaser shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in manner whatsoever or howsoever.
- 4.3 The Purchaser admits and acknowledges that the Purchaser has been duly made aware of the fact that the banquets on the podium/ first floor level, which forms part of the Common Areas and Installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the co-owners or the Maintenance Company or the Maintenance In-Charge to persons who are not residents of the said Premises and the same is and shall be for the use and enjoyment of the co-owners / residents of the Housing Complex only subject to the rules regulations and bye-laws governing the same from time to time.
- 4.4 The Purchaser shall within 6 (six) months from the date hereof apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of The Kolkata Municipal Corporation.
5. **RIGHTS OF VENDOR** : Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:
- (a) The Vendor shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Blocks at the said Premises and also the covered spaces in the ground floor of the Blocks (including car parking spaces but not the one expressly provided for to the Purchaser under these presents) in such manner as the Vendor shall in its absolute discretion think fit and proper.
- (b) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendor and the

Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

- (c) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Vendor shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor, in its absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor exclusively.
- (d) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to all future horizontal and vertical exploitation of the Housing Complex / Block/s / Building/s / at the said Premises, including by way of raising further storey or stories on the roof for the time being of the Buildings / Blocks, and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Vendor in its absolute discretion may think fit and proper and the proportionate share of the Purchaser in the Land underneath the Block and also in the Common Areas And Installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor .
- (e) It is expressly agreed understood and clarified that the Vendor or some of them are co-owners of some of the adjoining properties and further at any time hereafter, the Vendor shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or

co-owners of any adjoining properties (including those in which the Vendor or any of them may already have interest) on such terms as be agreed by and between the Vendor and the owners of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Vendor and the proportionate share of the Purchaser in the Common Areas And Installations may stand varied owing to such additional land / development and the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor .

- (f) The Vendor may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

6. **MISCELLANEOUS:** The Purchaser shall have no connection whatsoever with the purchasers of the other units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfilment of the Purchaser's obligations and the Vendor's rights shall in no way be affected or prejudiced thereby.

- 6.1 The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 6.2 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises or any of them and/or the Housing Complex as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Vendor without raising any objection thereto.
- 6.3 The Housing Complex shall bear the name "**Swarnamani**" unless changed by the Vendor from time to time at its absolute discretion.
- 6.4 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.
7. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:

**PART-I
(Bigger Property – 33A Canal Circular Road)**

ALL THAT the municipal premises No.33A Canal Circular Road (formed on amalgamation of Previous Premises Nos.30, 32, 33 and 33A Canal Circular Road and Premises Nos.158 and 160 Manicktala Main Road), P.S.Manicktala, Kolkata 700054 containing a land area of 16 Bighas 11 Cottahs 11 Chittacks and 3 sq.ft. (equivalent to 22187.96 sq.m) more or less, inclusive of several water bodies and/or tank therein having an aggregate area of 40 Cottahs 12 Chittacks 32 sft. (equivalent to 2642.14 Sq.mt.) all under Sub-Registration office Sealdah in the District of South 24 Parganas in Ward No. 031 of the Kolkata Municipal Corporation and shown marked within "**Blue**" borders on the **First plan** hereto annexed and butted and bounded as follows:

- On the **North** : By Purbasha Housing Complex;
- On the **South** : By Premises Nos. 157A, 157, 161 and 159 Manicktala Main Road, Kolkata;
- On the **East** : Partly by Premises Nos. 159 Manicktala Main Road, partly

by Purbasha Housing Complex and partly by E.M. Bypass, Kolkata;

On the **West** : Partly each by Purbasha Housing Complex, Kolkata partly by KMDA Godown and partly by 156B, Manicktala Main Road, Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART-II
(Smaller Property – 163B Manicktala Main Road)

ALL THAT the Municipal premises No.163B Manicktala Main Road, (formed on amalgamation of Previous Premises Nos.162A & 162B, 161 and 163B Manicktala Main Road), P.S. Manicktala, Kolkata 700054 containing a land area of 43 Cottahs 8 Chittacks and 30 sq.ft. (equivalent to 2912.48 sq.m) more or less, inclusive of a water body and/or a tank therein having an area of 4 Cottahs 28 sft. (equivalent to 270.16 Sq.mt.) all under Sub-Registration office Sealdah in the District of South 24 Parganas in Ward No. 032 of the Kolkata Municipal Corporation and shown marked within "**Green**" borders on the First **plan** hereto annexed and butted and bounded as follows:

On the **North** : Partly by premises No. 159, Manicktala Main Road and partly by premises No. 33A, Canal Circular Road, Kolkata.

On the **South** : Partly by Premises No. 163A, Manicktala Main Road and partly by passage leading to Manicktala Main Road and partly by premises No. 163D, Manicktala Main Road, Kolkata and partly by premises No. 157, Manicktala Main Road, Kolkata.

On the **East** : By Eastern Metropolitan By-pass;

On the **West** : By premises No. 33A, Canal Circular Road, Kolkata.

PART-III
(said Premises – formed out of both the
Bigger Property and the Smaller Property which stand physically
amalgamated)

ALL THAT the Municipal premises No.33A Canal Circular Road and Municipal Premises No. 163B, Manicktala Main Road, P.S. Manicktala, Kolkata 700054, (both adjoining each other) and containing an aggregate land area of 18 Bighas 15 Cottahs 3 Chittacks and 33 sft. (equivalent to 25099.22 sq.m) more or less, inclusive of several water bodies and/or tank therein having an aggregate area of 2999.29 Sq.mt. all under Sub-Registration office Sealdah in the District of South 24 Parganas in Ward Nos. 031 and 032 respectively of The Kolkata Municipal Corporation and shown marked within "**RED**" borders on the **First plan** hereto annexed and butted and bounded as follows:

- On the **North** : Partly by Purbasha Housing Complex and partly by the land with building belonging to West Bengal Housing Board
- On the **South** : Partly each by Premises Nos. 157A, 157 Manicktala Main Road, and partly by Manicktala Main Road and partly by a Private Passage and partly by premises No. 163A and 163D Manicktala Main Road, Kolkata (which is also owned by the Vendor) and partly by a Private Passage
- On the **East** : Partly by Premises No. 159 Manicktala Main Road, partly by E.M. Bypass
- On the **West** : Partly each by Purbasha Housing Complex and West Bengal Housing Board

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(Unit)**

ALL THAT Flat bearing No. containing a built-up area of Square Feet more or less on the floor of the Block located at the _____ Property and delineated in the **Second Plan** annexed hereto duly bordered thereon in "**RED**".

TOGETHER WITH the triple height Sky Balcony containing a total built-up area of square feet more or less and attached to the said Flat No., which sky balcony is shown in the Second Plan annexed hereto duly bordered thereon in "LIGHT BLUE Hatched Colour".

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Installations)**

- (a) Entrance and exit gates of the said Premises.
- (b) Properly Landscaped Paths passages and driveways in the said Premises other than those reserved by the Vendor for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Vendor for its exclusive use.
- (c) Double height Entrance Lobby for each of the Blocks.
- (d) Reserved space in the open compound for parking of 4 (four) motor cars for visitors to the flat holders and the Residents' Club.
- (e) Reserved space in the open compound for parking of 2 (two) motor cars for visiting Doctor/s.
- (f) All staircases of the Blocks / Buildings at the Housing Complex (excluding those within duplexes).
- (g) Ultimate roof(s) of the blocks with decorations and beautification.
- (h) Residents' Club with well-equipped gymnasium and spa, temperature controlled swimming pool, yoga room, message room, card's room, T.V. lounge, Kids Game Room, and a Squash Court.
- (i) Landscaped Garden at the ground level and at the podium level of the said Premises.
- (j) For each Block, there will be 2 (two) passenger lifts and one Goods/ stretcher lift along with lift shafts and the lobby in front of it on typical floors and Lift machine room.

- (k) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- (l) Effective Fire fighting system designed to detect and fight fire.
- (m) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- (n) Latest high capacity ion removal plant for supply of safe ion free water.
- (o) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
- (p) Underground water reservoir with a pull-on pump installed thereat.
- (q) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex and from there to the municipal drain.
- (r) Security Room for darwan / security guards in the ground floor of the Blocks; Fire Control room at the entrance floor of the Blocks with communication system to all floors and facilities for receiving the message from different floors.
- (s) Common toilets in the Ground Floor.
- (t) Fire pump Room.
- (u) Garbage Chute evacuating in the Garbage Room.
- (v) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
- (w) Boundary Walls.
- (x) The outdoor gaming facility will include a Volleyball Court, Badminton Court and netted cricket pitch.
- (y) A decorated and water-scaped waterbody on the North east and south western corner of the premises;
- (z) Driver's waiting room in the ground floor.
- (aa) Resident's Banquet with a dedicated kitchen and pre-function area.
- (bb) Entire first floor spared for community use for the occupiers of Oriana, Christina, Aldina, Zarina and Xana Block.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Blocks / Housing Complex and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Blocks / Housing Complex and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other

parts of the Housing Complex / said Premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Residents' Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Housing Complex / Blocks and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I
(Easements)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Vendor and/or other occupiers of the said Project / Housing Complex and the Maintenance In-Charge the rights easements quasi easements privileges and

appurtenances hereinafter morefully and particularly setforth in the **PART-II of this FIFTH SCHEDULE.**

2. The right of access and way in common with the Vendor and/or other occupiers of the said Premises / Project / Housing Complex at all times and for all normal lawful purposes connected with the use and enjoyment of the Common Areas And Installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendor and/or other occupiers of the said Premises / Project / Housing Complex and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the relevant Tower so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Project / Housing Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said Premises for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Vendor and/or Maintenance-In-Charge and/or the occupier affected thereby.

PART-II

(Easements excepted out of the sale and reserved for the Vendor and persons deriving title / interest / rights through or under the Vendor)

The undermentioned rights easements quasi easements and privileges shall be excepted and reserved for the Vendor and/or the Maintenance In-charge and/or the other occupiers of the said Premises:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said Premises / Project / Housing Complex at all times and for all purposes connected with

the use and enjoyment of the Common Areas and Installations and other facilities.

2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the said Premises / Project / Housing Complex through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the said Premises / Project / Housing Complex as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Premises / Project / Housing Complex.
3. The right of protection of other part or parts of the Block and the said Premises / Project / Housing Complex by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said Premises / Project / Housing Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Vendor , the Maintenance-In-Charge and the occupiers of other part or parts of the said Premises / Project / Housing Complex shall give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)**

**PART-I
(Devolution of Title pertaining to
Bigger Property, 33A Canal Circular Road)**

- I) Present premises No. 33A, Canal Circular Road, Kolkata has been formed on amalgamation of erstwhile Municipal Premises Nos. 30, 32, 33 and 33A Canal Circular Road and 158 and 160, Manicktala Main Road, Kolkata and is containing by admeasurement a land area of 16 Bighas 11 Cottahs 11 Chittacks and 3 sq.ft. (equivalent to 22186.73 sq.m) and morefully described in **Part-I of the First Schedule** hereinabove written. The circumstances by which the Vendor became the owner of the Bigger Property are as follows:

**Title to Erstwhile Premises No. 30, Canal Circular Road, Kolkata
admeasuring 42 Cottahs 6 Chittacks and 11 sft.**

- (A) One Kali Prasanna Ghosh was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to various immovable properties;
- (B) After the death of the said Kali Prasanna Ghosh, his 6 (six) sons namely Narendra Krishna Ghosh, Surendra Krishna Ghosh, Satindra Krishna Ghosh, Rajendra Krishna Ghosh, Jnanendra Krishna Ghosh and Amarendra Krishna Ghosh, inherited and became entitled to all immovable properties belonging to the said Kali Prasanna Ghosh, absolutely and forever and in equal undivided shares;
- (C) Various disputes and differences arose between the sons of the said Late Kali Prasanna Ghosh concerning the immovable properties inherited by them from the said Kali Prasanna Ghosh, which were referred to Sarada Charan Mitra, a Lawyer, for effecting partition of such immovable properties in lots and to make an award and final determination thereon.
- (D) That the said Sarada Charan Mitra made and published his Award, which was duly registered on 15th January 1912 with the District Registrar of Assurances, Calcutta in Book I Volume No.45 Pages 45 to 98 being No.73 for the year 1912.
- (E) That by and under the said Award, the properties described in Schedule "D" thereto were allotted to Rajendra Krishna Ghosh. One of the properties allotted to the said Rajendra Krishna Ghosh was the piece and parcel of land containing an area of 2 Bighas 2 Cottahs 6 Chattacks and 11 Sft. more or less situate and lying at being Holding No.66 in Division 2 Sub-division 5 under Kankurgachi Municipality in Dihi Panchanangram in the District of 24-Parganas.
- (F) That the said 2 Bighas 2 Cottahs 6 Chattacks and 11 Sft. of land being Holding No.66 was subsequently assessed and numbered by the Corporation of Calcutta as premises No.30 Canal Circular Road and the name of the said Rajendra Krishna Ghosh was duly recorded/mutated as the owner thereof in the records of the Calcutta Municipal Corporation since about 1925.
- (G) That the said Rajendra Krishna Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th September 1949 (his wife having pre-deceased him) leaving him surviving his only son Birendra Krishna Ghosh as his only heir and legal representative, who upon his death inherited and became entitled to the said premises No. 30 absolutely and forever.

(H) That the said Birendra Krishna Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on or about 16th August 1954 leaving him surviving his sole widow Rama Rani Ghosh, two sons namely Rupendra Krishna Ghosh and Tapan Kumar Ghosh and two daughters namely Santana Sinha and Kalpana Dey. In accordance with the laws of succession prevailing at the time of death of the said Birendra Krishna Ghosh, his wife the said Rama Rani Ghosh and the said two sons Rupendra Krishna Ghosh and Tapan Kumar Ghosh inherited and became entitled to the said premises No. 30 absolutely and forever and in equal 1/3rd shares.

(I) That the said Rama Rani Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on or about 4th January, 1998 leaving her surviving her two sons namely the said Rupendra Krishna Ghosh and Tapan Kumar Ghosh and two daughters namely the said Santana Sinha and Kalpana Dey, who all upon her death inherited and became entitled to her 1/3rd undivided share in the said premises No. 30 absolutely and forever and in equal shares.

(J) That the said Rupendra Krishna Ghosh, a Hindu governed by Dayabhaga School of Hindu Law died intestate on or about 29th August 2002 leaving him surviving his wife Kalyani Ghosh, one son Somnath Ghosh and two daughters namely Debjani Roy and Chandrani Ghosh as his only heir heiresses and legal representatives who all upon his death inherited and became entitled to his 5/12th undivided share in the said premises No. 30 absolutely and forever.

(K) That in the events aforesaid, the following become the full and absolute owners of the said premises No. 30, each having separate independent and distinct undivided share therein as follows:

<u>Name of Owner</u>	<u>Share</u>
1. Tapan Kumar Ghosh ...	5/12 th
2. (Smt.) Kalyani Ghosh ...	5/48 th
3. Somnath Ghosh ...	5/48 th
4. (Smt.) Debjani Roy ...	5/48 th
5. (Smt.) Chandrani Ghosh ...	5/48 th
6. (Smt.) Santana Sinha ...	1/12 th
7. (Smt.) Kalpana De ...	1/12 th

The said Premises No. 30 was purchased in its entirety by (1) Abhistha Tieup Private Limited (2) Bobson Barter Private Limited, (3) Brisk Commotrade

Private Limited, (4) Facit Contrade Private Limited, (5) Fischer Traders Private Limited, (6) Jewel Star Dealers Private Limited, (7) Manali Commodities Private Limited, (8) Narang Tracom Private Limited, (9) Nav Sikha Mercantile Private Limited, (10) Montradic Vyapaar Private Limited, (11) Sunshine Tracon Private Limited, (12) Sunstar Vyapaar Private Limited, (13) Megasin Barter Private Limited, (14) Mani Gopal Villa Private Limited, (15) Mani Kunj Properties Private Limited, (16) Mani Matrix Villa Private Limited, (17) Mani Villa Properties Private Limited, (18) Jewel Star Distributors Private Limited, (19) Manideepa Niket Private Limited, (20) Guardian Vanijya Private Limited, (21) Mani Park Estates Private Limited, (22) Mani Hirise Private Limited, (23) Shree Mani Vanijya Private Limited, (24) Suryanshi Barter Private Limited, (25) Shorya Vyapar Private Limited, (26) Zimco Mercantile Private Limited, (27) Snehdeep Vincom Private Limited, (28) Mani Akash Private Limited, (29) Mani Gopal Niket Private Limited, (30) Manihar Builders Private Limited, (31) Manikarn Developers Private Limited, (32) Manideepa Enclave Private Limited, (33) Manila Hirise Private Limited, (34) Maniam Enclave Private Limited, (35) Mani Gopal Enclave Private Limited and (36) Mani Uday Properties Private Limited, (hereinafter for the sake of brevity referred to as "the **said Amalgamated Companies**") by the following instrument;

Sl. No.	Vendor	Date of Deed	Registration Particulars	Cot.	Ch.	Sft.
1	Tapan Kumar Ghosh & 6 Others	11.10.2007	Registered with ADSR, Sealdah in Book No. I, Volume No. 36, Page Nos. 285 to 322 as Deed No. 742 for the year 2007	42	6	11

Title to Erstwhile Premises No. 32 Canal Circular Road, Kolkata admeasuring 150 Cottahs (for the sake of this portion of this Schedule called "the said Premises No. 32")

- A. One Radhika Mohan Dutta of 42/2, Hari Ghosh Street, in the town of Calcutta was the owner of 9 Bighas 1 Cottah and 1¹/₂ Chittack of land in one plot situate at Village Nayabad within the jurisdiction of Calcutta, Police Station Manicktola, in the District of Twenty four Parganas in Touji No.1298 being Holding Nos.77 and 77A, Grand Division 2, Sub Division 5, in Dihi Panchannagram, being premises No.32, Canal Circular Road, within the limit of Corporation of Calcutta, enjoying since 1317 Sal of Bangh Sambat, the year 1910 according to English Calendar.
- B. After the death of Radhika Mohan Dutta, his widow Khetra Mani Dasi, and sons (1) Surendra Chandra Dutta, (2) Jogendra Chandra Dutta

and (3) Khetra Mohan Dutta, inherited and all became the owners of the said property.

- C. After the death of Khetra Mani Dasi, her sons (1) Surendra Chandra Dutta, (2) Jogendra Chandra Dutta and (3) Khetra Mohan Dutta, all became owners of the said property.
- D. In the Rent Roll Register No.1 at the Office of the Dist. Magistrate & Collector, Alipore, South 24 Parganas, Calcutta Circle, owners were recorded as Smt. Khetro Mani Dasi, Surendra Chandra Dutta, Nepal Chandra Dutta and Khetrapal Dutta.
- E. A Title Suit No.5 of 1936 for partition of the said property was initiated by Shib Krishna Dutta, son of Late Surendra Chandra Dutta Grandson of late Radhika Mohan Dutta of 42/2, Hari Ghosh Street, Calcutta and the said partition suit was finally decreed by the 2nd Court of the Additional Sub-Judge at Alipore being Title Suit No.5 of 1936 on 8th March 1937.
- F. It was held, ordered and decreed, inter alia, as follows:
- i) that the **Defendant Nos.15 and 16 thereto** (Tinkori Mallik and Anandi Lal Mallik) **were entitled to Holding No.77/A and had no concern with Holding No.77;**
 - ii) that the Defendant Nos.11 to 14 (being the sons of Narayan Chandra Dutta) had no share in the suit property;
 - iii) that the Plaintiff and the Defendant Nos.1 to 9 do get the Plaintiff Shares with addition of Narayan's Share in the property, being the said Holding No.77 (inasmuch as Holding No.77/A was said to belong to Defendant Nos.15 and 16);
 - iv) that the shares of the Plaintiff and the Defendant Nos.1 to 9 in the property, being the said Holding No.77 (inasmuch as Holding No.77/A was said to belong to the Defendant Nos.15 and 16) were declared / decreed as follows:
 - a) Plaintiff (**Shib Krishna** Datta) - 11/34... 11/34
 - b) Each Defendant Nos.1 and 2 (**Sudhir Kumar** Datta & **Panchkori Dhone** Datta) - 5/102... $5/102 * 2 = 10/102$
 - c) Each Defendant Nos.3 and 4 (**Kshetra Pal** Datta & **Sashi Bhushan** Datta) - 13/102... $13/102 * 2 = 26/102$

d) Each Defendant Nos.5 to 9 (**Manindra Nath Datta, Gobinda Chandra Datta, Anil Kumar Datta, Narendra Nath Datta & Krishna Chandra Datta**)-11/170... 11/170 * 5 = 11/34

- G. That the said Holding No.77, being a demarcated portion of the said premises No.32 Canal Circular Road, Kolkata, which was ordered and decreed to belong to the Plaintiff (being Shib Krishna Datta) and the Defendant Nos.1 to 9 (being Sudhir Kumar Datta, Panchkori Dhone Datta, Kshetra Pal Datta, Sashi Bhushan Datta, Manindra Nath Datta, Gobinda Chandra Datta, Anil Kumar Datta, Narendra Nath Datta & Krishna Chandra Datta) to the said Suit, was containing an area of 7 (seven) Bighas and 10 (ten) Cottahs more or less, and the same was also separately re-assessed and continued to be numbered by the Kolkata Municipal Corporation as Municipal Premises No.32 Canal Circular Road, Police Station Manicktala, Kolkata being "the **Said Premises No. 32**".
- H. That after the passing of the said Preliminary Decree in the said Suit, no Commissioner of Partition was appointed nor any Final Decree was passed therein nor any steps taken by any party to the said Suit after passing of the Preliminary Decree nor any partition effected, and the said Preliminary Decree itself was duly acted upon by all the parties thereto and thereafter the said Plaintiff (being Shib Krishna Datta) and the Defendant Nos.1 to 9 (being Sudhir Kumar Datta, Panchkori Dhone Datta, Kshetra Pal Datta, Sashi Bhushan Datta, Manindra Nath Datta, Gobinda Chandra Datta, Anil Kumar Datta, Narendra Nath Datta & Krishna Chandra Datta) to the said Suit continued to hold own posses and enjoy the said Premises No. 32 and the usufructs thereof without any hindrance or objection or claim or demand from any person or persons or else;
- I. All of the said Plaintiff (being Shib Krishna Datta) and the Defendant Nos.1 to 9 (being Sudhir Kumar Datta, Panchkori Dhone Datta, Kshetra Pal Datta, Sashi Bhushan Datta, Manindra Nath Datta, Gobinda Chandra Datta, Anil Kumar Datta, Narendra Nath Datta & Krishna Chandra Datta) to the said Suit have since died.
- J. In the rent roll register No.1 at the office of the Dist. Magistrate, Collector Alipore, South 24 Parganas, Calcutta Circle further names of the owners were included vide case No.287 & 288 of 48 and the same was amended by including the names of (1) Monindra Nath Dutta (2) Govind Chandra Dutta (3) Anil Kumar Dutta (4) Narendra Nath Dutta and (5) Krishna Chandra Dutta all 1 to 5 being sons of late Jogendra Nath Dutta and (6) Shib Krishna Dutta son of Late Surendra Chandra Dutta.

- K. Surendra Chandra Dutta died intestate on 22.10.1933 leaving behind his widow Kiran Sashi Dutta and only son Shib Krishna Dutta as his only heir. Kiran Sashi Dutta died intestate in the year 1955 leaving behind her only son Shib Krishna Dutta as her only heir. Shib Krishna Dutta died intestate on 12.12.1981 leaving behind his widow Smt. Ranu Dutta, daughter Pratima Ghosh and son Ashim Kumar Dutta as his only heirs. Ashim Kumar Dutta died intestate on 4.3.1998 leaving behind his widow Rekha Dutta, two daughters (1) Barnali Dutta and (2) Sonali Dutta and one son Satyanarayan Dutta as his only heirs.
- L. Smt. Ranu Dutta widow of Late Shiv Krishna Dutta, died intestate on 23.8.2000 leaving behind her daughter Pratima Ghosh, Daughter-in-law Rekha Dutta, two Grand daughters Barnali Dutta and Sonali Dutta and one grand son Satyanarayan Dutta as her only heirs.
- M. Jogendra Chandra Dutta died intestate on 3.5.1933 leaving behind his wife Panchu Bala Dutta/Dasi and his sons (1) Krishna Kumar Dutta, who died intestate, unmarried and as a Bachelor, on 4.7.1954, leaving behind him his then surviving brothers as his only heirs, (2) Narendra Nath Dutta, also died intestate, unmarried as a Bachelor, on 20.6.1987, leaving behind him his then surviving brothers as his only heirs, (3) Govind Chandra Dutta who also died intestate, unmarried and as a Bachelor, on 4.1.74, leaving behind him his then surviving brothers as his only heirs, (4) Anil Kumar Dutta who also died intestate, unmarried and as a Bachelor, in or about the year 1952 leaving behind him his then surviving brothers as his only heirs (5) Monindra Nath Dutta died intestate on 12.4.53 leaving behind his widow Sm. Subha Sini Dutta and sons Shishir Kumar Dutta and Nani Gopal Dutta as his only heirs. Sm. Subha Sini Dutta died intestate on 31.08.1961 leaving behind her sons Shishir Kumar Dutta and Nani Gopal Dutta as her only heirs. Nani Gopal Dutta died intestate on 11.4.99 leaving behind his widow Rekha Dutta, son Dilip Kumar Dutta, daughter Mala Saha and Lily Bose as his only heirs. The said Panchu Bala Dutta/Dasi had died prior to 1952.
- N. After the death of Narendra Nath Dutta (son of Late Jogendra Chandra Dutta), his share in the property (including those inherited from his deceased brothers namely Krishna Chandra Dutta and Govind Chandra Dutta) devolved upon the abovenamed heirs of Late Monindra Nath Dutta in as much as Narendra Chandra Dutta intestate, died unmarried and as a Bachelor, on 20.06.1987.
- O. Khetra Mohan Dutta died intestate leaving him surviving his widow and three sons (1) Shashi Bhusan Dutta, (2) Khetrapal Dutta and (3) Nepal Chandta Dutta as his only heirs. The widow of Khetra Mohan

Dutta predeceased her said sons (i.e. she died prior to the year 1952).

- P. Sashi Bhusan Dutta died intestate on 18.12.52 leaving him surviving his widow Khetra Mani Dutta and sons (1) Indu Bhusan Dutta (2) Rash Bihari Dutta (3) Prabhat Kumar Dutta (4) Basant Kumar Dutta (5) Prafulla Kumar Dutta and (6) Phanibhusan Dutta as his heirs.
- Q. Khetra Moni Dutta died intestate in or about 1966 leaving her surviving her sons (1) Indu Bhusan Dutta (2) Rash Bihari Dutta (3) Prabhat Kumar Dutta (4) Basant Kumar Dutta (5) Prafulla Kumar Dutta and (6) Phanibhusan Dutta as her heirs. Khetra Moni Dutta had executed a Deed of Settlement on May 6, 1960 appointing Phani Bhushan Dutta and Rash Behari Dutta as Trustees for maintaining the property and also stated therein that upon her death the trust would come an end and her share in the property would devolve upon her aforesaid 6 (Six) sons and/or their heirs.
- R. Prabhat Kumar Dutta died intestate in or about the year 1970 unmarried and as a Bachelor leaving him surviving his brothers (1) Indu Bhusan Dutta (2) Rash Bihari Dutta (3) Basant Kumar Dutta (4) Prafulla Kumar Dutta and (5) Phanibhusan Dutta as his only heirs.
- S. Prafulla Kumar Dutta died intestate on 09.01.1979 leaving him surviving his widow Sm. Katyani Dutta and son Prashant Kumar Dutta as his only heirs.
- T. Sm. Katyani Dutta, widow of Late Prafulla Kumar Dutta also thereafter died intestate leaving her surviving her only son Prashant Kumar Dutta as her only heir.
- U. Phanibhusan Dutta died intestate on 19.10.82 leaving him surviving his widow Sm. Katyani Dutta and two sons (1) Sambhoo Nath Dutta and (2) Baidyanath Dutta and two daughters (1) Smt. Mayarani Bose and (2) Sandhya Rani Aich as his only heirs.
- V. Sm. Katyani Dutta, widow of Late Phani Bhushan Dutta died intestate on 28.02.1985 leaving behind her said sons (1) Sambhoo Nath Dutta and (2) Baidyanath Dutta and said daughters (3) Smt. Mayarani Bose and (4) Sandhya Rani Aich as her heirs.
- W. Indu Bhusan Dutta died intestate on 31.8.2002 leaving him surviving his only daughter Usha Rani Ghosh as his only heir, in as much as Smt. Nilima Dutta, his wife, predeceased him on 31.03.2002.

- X. Khetrapal Dutta died intestate on 17.12.49 leaving him surviving his widow Sm. Ratna Bala Dutta and sons (1) Bimal Kumar Dutta (2) Dilip Kumar Dutta (3) Shiben Kumar Dutta and (4) Sailendra Nath Dutta as his only heirs.
- Y. Ratna Bala Dutta widow of Khetra Pal Dutta died intestate in or about 1962 leaving her surviving her said sons (1) Bimal Kumar Dutta (2) Dilip Kumar Dutta (3) Shiben Kumar Dutta and (4) Sailendra Nath Dutta as her only heirs.
- Z. Sailendra Nath Dutta (son of Khetrapal Dutta) died intestate on 24.03.1980 leaving him surviving his four sons (1) Sambhoo Nath Dutta (2) Somnath Dutta (3) Samar Nath Dutta (4) Satinath Dutta and two daughters (5) Smt. Gita Goswami and (6) Smt. Nitu Roy as his only heirs, in as much as Smt. Rabeka Dutta, the wife of Sailendra Nath Dutta had predeceased him on 12.10.1973.
- AA. The said Sambhoo Nath Dutta (alias Shambhu Nath Dutta) died intestate on 6th September 2007, leaving him surviving his sole widow Bichitra Dutta and only son Ranabir Dutta (alias Babai Dutta) as his only heirs.
- BB. Shiben Kumar Dutta (son of Khetrapal Dutta) died intestate on 21.4.2001 leaving him surviving his two sons (1) Pranab Kumar Dutta and (2) Prabir Dutta as his only heirs, in as much as Smt. Doli Dutta, wife of Shiben Kumar Dutta predeceased him on 23.12.1973.
- CC) Prabir Kumar Dutta (son of Khetrapal Dutta) died intestate on 29.12.2004 leaving him surviving his widow Sm. Kajal Dutta and minor Son Promai Dutta as his only heirs.
- DD) Dilip Kumar Dutta (son of Khetrapal Dutta) died intestate on 15.12.2005 leaving him surviving his widow Sm. Lakshmi Dutta and only son Goutam Dutta as his only heirs.
- EE) Nepal Chandra Dutta died intestate leaving him his widow **Khetra Bala Dasi** and sons (1) Panchkari Dutta and (2) Sudhir Kumar Dutta as his only heirs. Khetra Bala Dasi died intestate prior to the year 1977 leaving her surviving her two sons the said (1) Panchkari Dutta and (2) Sudhir Kumar Dutta as her only heirs.
- FF) Panchkari Dutta died intestate on 29.12.87 leaving him surviving his widow Suprova Dutta and two sons being (1) Sukumar Dutta and (2) Goutam Dutta and three daughters (1) Aloka Dutta (2) Sulekha Chandra (nee Dutta) and (3) Renuka Dutta (alias Anima Dutta) as his only heirs.

- GG) Sudhir Kumar Dutta died intestate on 26.9.1977 leaving him surviving his wife Smt. Labanya Prova Dutta and daughter Smt. Jaya Mitra as his only heirs.
- HH) Labanya Prova Dutta died intestate on 13.12.1987 leaving her surviving her daughter Smt. Jaya Mitra as her only heir.
- II) Final names of heirs of Late Radhika Mohan Dutta, also being the heirs of the allottees / sharers under the aboverecited partition suit, being the owners of the said Premises No. 32 are (1) Smt. Rekha Dutta widow of Late Ashim Dutta (2) Satyanarayan Dutta son of Late Ashim Dutta (3) Sonali Dutta daughter of Late Ashim Dutta, (4) Barnali Dutta , daughter of Late Ashim Dutta, (5) Smt. Pratima Ghosh wife of Nilkanto Ghosh daughter of Late Shib Krishna Dutta, (6) Smt. Rekha Dutta widow of Late Nani Gopal Dutta, (7) Dilip Kumar Dutta, son of Late Nani Gopal Dutta, (8) Smt. Mala Saha wife of Sri Ashit Kr. Saha, (9) Smt. Lily Bose wife of Sri Suvankar Bose, both 8 & 9 being daughters of Late Nani Gopal Dutta (10) Sisir Dutta son of Late Manindra Chandra Dutta, (11) Smt. Usha Rani Ghosh, daughter of Late Indu Bhusan Dutta, (12) Rash Behari Dutta (13) Basant Kumar Dutta, Sl. No. 12 and 13 being the sons of late Shashi Bhusan Dutta, (14) Prasant Kumar Dutta son of Late Prafulla Kumar Dutta, (15) Sambhunath Dutta and (16) Baidyanath Dutta, both sons of Late Phani Bhushan Dutta, (17) Smt. Maya Rani Bose, wife of Late Dilip Kumar Bose, (18) Smt. Sandhya Aich wife of Sri Sujit Aich both being daughters of Late Phani Bhusan Dutta (19) Smt. Suprova Dutta widow of Late Panchkari Dutta, (20) Sukumar Dutta and (21) Goutam Dutta both being sons of Late Panchkari Dutta (22) Smt. Renuka Dutta (alias Anima Dutta) wife of wife of late Ajit Dutta and daughter of Late Panchkari Dutta (23) Smt. Aloka Dutta wife of Swapan Kumar Dutta and daughter of Late Panchkari Dutta (24) Smt. Sulekha Chandra (nee Dutta) wife of Rabindra Nath Chandra and daughter of Late Panchkari Dutta, (25) Smt. Jaya Mitra wife of Sri Hari Narayan Mitra daughter of Late Sudhir Kumar Dutta, (26) Bimal Kr. Dutta son of late Khetra Pal Dutta (27) Lakshmi Dutta (widow of Late Dilip Kr. Dutta, who was son of late Khetra Pal Dutta) (28) Goutam Dutta (son of Dilip Kumar Dutta, who was son of late Khetra Pal Dutta) (29) Pranab Kr. Dutta, Son of Late Shiben Kumar Dutta (30) Kajal Dutta, wife of Late Prabir Kumar Dutta (31) Promai Dutta (minor son of Late Prabir Kumar Dutta) (32) Bichitra Dutta (wife of Late Sambhu Nath Dutta, alias Samboonath Dutta), (33) Ranabir Dutta (alias Babai Dutta) (son of Late Sambhu Nath Dutta, alias Samboonath Dutta), (34) Samarnath Dutta (35) Somnath Dutta and (36) Satinath Dutta all being sons of Late Sailendra Nath Dutta, (37) Smt. Gita Goswami wife of Sri Nirmalya Goswami (38) Smt. Nitu Roy wife of Sri Kumar

Roy both being daughters of Late Sailendra Nath Dutta. The shares of each of the said Owners of the said Premises No. 32 was as follows:

NAMES OF OWNERS	SHARE (%)
(1) SMT. REKHA DUTTA wife of Late Ashim Dutta,	4.0441%
(2) SATYA NARAYAN DUTTA son of Late Ashim Dutta	4.0441%
(3) SMT. SONALI DUTTA and	4.0441%
(4) SMT. BORNALI DUTTA both being daughters of Late Ashim Dutta,	4.0441%
(5) SMT. PRATIMA GHOSH wife of Nilkantha Ghosh and daughter of Late Shib Krishna Dutta	16.1765%
(6) SMT. REKHA DUTTA widow of Late Nani Gopal Dutta	4.0441%
(7) DILIP KUMAR DUTTA son of Late Nani Gopal Dutta, both residing	4.0441%
(8) SMT. MALA SAHA wife of Ashit Kumar Saha and daughter of Late Nani Gopal Dutta,	4.0441%
(9) SMT. LILY BOSE wife of Shri Suvankar Bose and daughter of Late Nani Gopal Dutta,	4.0441%
(10) SISIR DUTTA son of Late Manindra Chandra Dutta,	16.1765%
(11) SMT. USHA RANI GHOSH wife of Shri Tapas Ghosh daughter of Late Indra Bhushan Dutta,	2.5490%
(12) SRI BASANT KUMAR DUTTA son of Late Sashi Bhushan Dutta,	2.5490%
(13) SRI PRASANTA KUMAR DUTTA son of Late Prafulla Kumar Dutta,	2.5490%
(14) SRI SAMBHU NATH DUTTA son of Late Phani Bhushan Dutta,	0.6373%
(15) SRI BAIDYA NATH DUTTA son of Late Phani Bhushan Dutta,	0.6373%
(16) SMT. MAYA RANI BOSE wife of Late Dilip Bose, daughter of Late Phani Bhushan Dutta,	0.6373%
(17) SMT. SANDHYA AICH wife of Sri Sujit Aich and daughter of Late Phani Bhushan Dutta,	0.6373%
(18) SMT. SUPROVA DUTTA wife of Late Panchkari Dutta,	0.8170%
(19) SRI SUKUMAR DUTTA son of Late Panchkari Dutta,	0.8170%
(20) SRI GOUTAM DUTTA son of Late Panchkari Dutta,	0.8170%
(21) SMT. RENUKA DUTTA (alias Anima Dutta) wife of wife of late Ajit Dutta and daughter of Late Panchkari Dutta	0.8170%
(22) SMT. ALOKA DUTTA wife of Swapan Dutta, daughter of Late Panchkari Dutta	0.8170%
(23) SMT. SULEKHA CHANDRA wife of Rabindra Nath Chandra and daughter of Late Panchkari Dutta	0.8170%

(24) SMT. JAYA MITRA wife of Hari Narayan Mitra, daughter of Late Sudhir Dutta	4.9020%
(25) SRI BIMAL KUMAR DUTTA son of Late Khetrapal Dutta,	3.1863%
(26) SMT. LAKSHMI DUTTA wife of Late Dilip Kumar Dutta (being the son of Late Khetrapal Dutta)	1.5931%
(27) SRI GOUTAM DUTTA son of Late Dilip Kumar Dutta (being the son of Late Khetrapal Dutta),	1.5931%
(28) SRI PRANAB KUMAR DUTTA son of Late Siben Kumar Dutta,	1.5931%
(29) SMT. KAJAL DUTTA wife of Late Prabir Kumar Dutta	0.7966%
(30) PROMAI DUTTA son of Late Prabir Kumar Dutta, being a minor under the age of 18 years represented by his mother and natural guardian Smt. Kajal Dutta	0.7966%
(31) BICHITRA DUTTA wife of Late Sambhu Nath Dutta,	0.2655%
(32) SRI RANABIR DUTTA (alias Babai Dutta) (son of Late Sambhu Nath Dutta),	0.2655%
(33) SRI SAMAR NATH DUTTA son of Late Sailendra Nath Dutta,	0.5310%
(34) SRI SOMNATH DUTTA son of Late Sailendra Nath Dutta,	0.5310%
(35) SRI SATINATH DUTTA son of Late Sailendra Nath Dutta,	0.5310%
(36) SMT. GITA GOSWAMI wife of Nirmalaya Goswami daughter of Late Sailendra Nath Dutta,	0.5310%
(37) SMT. NITU ROY wife of Sri Kumar Roy, daughter of Late Sailendra Nath Dutta,	0.5310%
(38) Rash Behari Dutta	2.5490%
TOTAL :	100.0000%

JJ. The said Premises No. 32 was purchased by the said **Amalgamated Companies** in its entirety by virtue of the following 37 registered conveyances.

Sl. No.	Seller	Date of Deed	Registration Particulars	Cot .	Ch .	sf t
1	Goutam Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 32, Page Nos. 189 to 228 as Deed No. 708 for the year 2007	2	6	11
2	Pratima Ghosh	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 32, Page	24	4	10

Sl. No.	Seller	Date of Deed	Registration Particulars	Cot .	Ch .	sf t
			Nos. 229 to 268 as Deed No. 709 for the year 2007			
3	Lily Bose	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 32, Page Nos. 269 to 308 as Deed No. 710 for the year 2007	6	1	3
5	Bichitra Dutta & another	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 1 to 40 as Deed No. 711 for the year 2007	0	12	28
6	Rekha Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 41 to 80 as Deed No. 712 for the year 2007	6	1	3
7	Bimal Kr. Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 81 to 120 as Deed No. 713 for the year 2007	4	12	21
8	Satinath Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 121 to 160 as Deed No. 714 for the year 2007	0	12	37
9	Suprova Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 161 to 199 as Deed No. 715 for the year 2007	1	3	27
10	Barnali Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 240 to 279 as Deed No. 717 for the year 2007	6	1	3

Sl. No.	Seller	Date of Deed	Registration Particulars	Cot .	Ch .	sf t
11	Satya Narayan Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 33, Page Nos. 280 to 160 as Deed No. 718 for the year 2007	6	1	3
12	Pranab Kr. Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 1 to 40 as Deed No. 719 for the year 2007	2	6	11
13	Lakshmi Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 41 to 80 as Deed No. 720 for the year 2007	2	6	11
14	Sulekha Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 81 to 118 as Deed No. 721 for the year 2007	1	3	27
15	Sandhya Aich	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 119 to 158 as Deed No. 722 for the year 2007	0	15	5
16	Sambhu Nath Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 159 to 200 as Deed No. 723 for the year 2007	0	15	5
17	Nitu Roy	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 201 to 242 as Deed No. 724 for the year 2007	0	12	37
18	Renuka Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I,	1	3	27

Sl. No.	Seller	Date of Deed	Registration Particulars	Cot .	Ch .	sf t
			Volume No. 34, Page Nos. 243 to 284 as Deed No. 725 for the year 2007			
19	Jaya Mitra	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 34, Page Nos. 285 to 324 as Deed No. 726 for the year 2007	7	5	29
20	Sonali Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 1 to 40 as Deed No. 727 for the year 2007	6	1	3
21	Goutam Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 41 to 82 as Deed No. 728 for the year 2007	1	3	27
22	Aloka Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 83 to 122 as Deed No. 729 for the year 2007	1	3	27
23	Sukumar Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 123 to 162 as Deed No. 730 for the year 2007	1	3	27
24	Rekha Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 163 to 200 as Deed No. 731 for the year 2007	6	1	3
25	Mala Saha	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 201 to 82 as Deed No. 732 for the year	6	1	3

Sl. No.	Seller	Date of Deed	Registration Particulars	Cot .	Ch .	sf t
			2007			
26	Dilip Kr. Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 243 to 280 as Deed No. 733 for the year 2007	6	1	3
27	Usha Rani Ghosh	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 35, Page Nos. 281 to 322 as Deed No. 734 for the year 2007	3	13	8
28	Prasanta Kr. Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 36, Page Nos. 1 to 42 as Deed No. 735 for the year 2007	3	13	8
29	Sisir Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 36, Page Nos. 43 to 84 as Deed No. 736 for the year 2007	24	4	10
30	Gita Goswami	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 36, Page Nos. 85 to 124 as Deed No. 737 for the year 2007	0	12	37
31	Samar Nath Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 36, Page Nos. 125 to 164 as Deed No. 738 for the year 2007	0	12	37
32	Badya Nath Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 36, Page Nos. 165 to 204 as Deed No. 739 for the year 2007	0	15	5
33	Maya Rani Bose	28.09.2007	Registered with ADSR Sealdah in Book No. I,	0	15	5

Sl. No.	Seller	Date of Deed	Registration Particulars	Cot .	Ch .	sf t
			Volume No. 36, Page Nos. 205 to 244 as Deed No. 740 for the year 2007			
34	Somnath Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 36, Page Nos. 245 to 284 as Deed No. 741 for the year 2007	0	12	37
35	Basanta Kr. Dutta	28.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 40, Page Nos. 105 to 144 as Deed No. 794 for the year 2007	3	13	8
36	Rash Behari Dutta	24.09.2007	Registered with ADSR Sealdah in Book No. I, Volume No. 45, Page Nos. 280 to 307 as Deed No. 903 for the year 2007	3	13	8
37	Promai Dutta	17.10.2008	Registered with ARA-I, Kolkata in Book No. I, CD Volume No. 81, Page Nos. 4652 to 4707 as Deed No. 10581 for the year 2008	1	3	5

Title to Erstwhile Premises No. 158, Manicktala Main Road, Kolkata admeasuring 38 Cottahs (hereinafter called "the said Premises No. 158)

- A. One Narayani Dasi (Adak) was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to **All That** the piece or parcel of land containing an area of 1 (one) Bigha 18 (eighteen) Cottahs be the same a little more or less situate and lying at and being Premises No.158 Manicktala Main Road, Police Station Manicktala, Kolkata 700054, Sub-Registration Office Sealdah, Touzi No.2833 of the Collectorate of District 24 Parganas, Dihi 55 Gram, Khas Mahal, Division-2, Sub-Division-5, out of which land containing an area of about 8 Cottahs 5 Chittacks was comprised in and forming the Holding No.202 and land containing an area of about 1 Bigha 9 Cottahs 11 Chittacks was comprised in and

forming the Holding No.71, both aggregating to 1 Bigha 18 Cottahs of Bastu land.

- B. By a Deed of Conveyance dated 6th March, 1942 made between the said Narayani Dasi (Adak) therein referred to as the Vendor and Smt. Ashalata Debi Ganguly therein referred to as the Purchaser and registered with the Sub-Registrar, Sealdah in Book-I Volume No.14 Pages 136 to 139 Being No.346 for the year 1942, the said Narayani Dasi (Adak) for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Smt. Ashalata Debi Ganguly **All That** the said Premises No.158 Manicktala Main Road, Kolkata 700054, absolutely and forever;
- C. By a Deed of Conveyance dated 1st May, 1959 and registered with the Sub-Registrar, Sealdah in Book No.I Volume No.22 Pages 207 to 209 Being No.1001 for the year 1959, the said Smt. Ashalata Debi Ganguly for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to one Kiron Bala Roy Chowdhury **All That** a divided and demarcated portion of the said Premises No.158 Manicktala Main Road, Kolkata 700054, containing an area of 1 (One) Cottah more or less, morefully and particularly mentioned and described in the **Schedule** thereunder written absolutely and forever, free from all encumbrances and liabilities whatsoever;
- (i) The said Kiron Bala Roy Chowdhury, who was a Hindu during her lifetime and at the time of her death governed by the Dayabhaga School of Hindu Law, died intestate on or about 11th March 1976, leaving her surviving her two sons namely Shanti Ranjan Roy Chowdhury and Dharendra Kumar Roy Chowdhury as her only heirs and legal representatives, who both upon the death of their mother inherited and became entitled to the said Property, absolutely and forever;
- (ii) The said Shanti Ranjan Roy Chowdhury, who was a Hindu during his lifetime and at the time of his death governed by the Dayabhaga School of Hindu Law, died intestate on or about 4th October 1987, leaving him surviving his sole widow namely Sishir Kana Roy Chowdhury, three sons namely Prasanta Kumar Roy Chowdhury, Pranab Kumar Roy Chowdhury and Prabir Kumar Roy Chowdhury and one daughter namely Smt. Kabita Das as his only heiresses heirs and legal representatives, who all upon his death inherited and became entitled to his one-half share in the said 1 Cottah out of the said premises No. 158 Property, absolutely and forever;
- (iii)The said Dharendra Kumar Roy Chowdhury, who was a Hindu during his lifetime and at the time of her death governed by the Dayabhaga School of Hindu Law, died Bachelor and childless

intestate on or about 13th January 1995, leaving him surviving his sister in law Sishir Kana Roy Chowdhury, his three nephews namely Prasanta Kumar Roy Chowdhury, Pranab Kumar Roy Chowdhury and Prabir Kumar Roy Chowdhury and one niece namely Smt. Kabita Das (all being the heirs of his Late brother Shanti Ranjan Roy Chowdhury) as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to his one-half share in the said 1 Cottah out of the said premises No. 158 absolutely and forever;

(iv) The said Sishir Kana Roy Chowdhury, who was a Hindu during her lifetime and at the time of her death governed by the Dayabhaga School of Hindu Law, died intestate on or about 23rd May, 2007, leaving her surviving her abovenamed three sons and one daughter as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to her share in the said 1 Cottah out of the said premises No. 158 absolutely and forever.

(v) The said 1 Cottah out of the said premises No. 158 was purchased by the said **Amalgamated Companies** by virtue of the following registered conveyance;

Sl. No.	Vendor	Date of Deed	Registration Particulars	Cot	Ch	Sft.
1	Prasanta Roy Chowdhury & 3 others	25.07.2008	Registered with ARA-I in Book No. I, Volume No. 61, Page Nos. 6960 to 6985 as Deed No. 09177 for the year 2008	1	0	0

D) The said Ashalata Debi Ganguly had only one son namely Chitta Ranjan Ganguly, who predeceased her mother on or about 14th August 1987. At the time of his death, the said Chitta Ranjan Ganguly was survived by his sole widow namely Smt. Kalyani Ganguly, two sons namely Dipak Ganguly and Debasish Ganguly and two daughters namely Rina Adhikary and Rita Chakraborty;

E) The said Ashalata Debi Ganguly, who was a Hindu during her lifetime and at the time of her death governed by the Dayabhaga School of Hindu Law, died intestate on or about 14th August 1994, leaving her surviving her said predeceased son's widow namely the said Smt. Kalyani Ganguly, two grand sons namely the said Dipak Ganguly and Debasish Ganguly and two grand daughters namely the said Rina Adhikary and Rita Chakraborty as her only heirs heiresses and legal representatives, who all upon her death inherited and became

entitled to the said major divided and demarcated portions of the said Premises No.158 Manicktala Main Road, Kolkata 700054, containing an area of 1 Bigha 17 Cottahs more or less (i.e. the entirety of the said Premises No.158 Manicktala Main Road, Kolkata 700054, save and except the said 1 Cottah of land sold to the said Kiron Bala Roy Chowdhury as hereinbefore recited), absolutely and forever.

F) A divided and demarcated portion of the said Premises No.158 containing an area of 4 (Four) Cottahs 14 (Fourteen) Chittacks more or less with dwelling house and structures thereat was duly sold conveyed and transferred, absolutely and forever free from all encumbrances and liabilities whatsoever, unto and in favour of the said Smt. Dola Banerjee **under and by virtue of** the Deed of Sale dated 13th July 2004 made between the said Kalyani Ganguly, Dipak Ganguly, Debasish Ganguly, Rina Adhikary and Rita Chakraborty therein referred to as the Vendors of the First Part and Smt. Dola Banerjee therein referred to as the Purchaser of the Second Part and duly registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.1 Pages 1 to 12 Being No.16449 for the year 2006.

(i) The said 4 Cottahs 14 Chittacks out of the said premises No. 158 was purchased by the said **Amalgamated Companies** from the said Dola Banerjee by virtue of the following registered conveyance;

Sl. No.	Vendor	Date of Deed	Registration Particulars	Cot	Ch	Sft.
1	Dola Banerjee	21.03.2007	Registered with ARA-I in Book No. I, Volume No. I, Page Nos. 1 to 40 as Deed No. 8575 for the year 2007	4	14	0

G. The said Kalyani Ganguly, who was a Hindu during her lifetime and at the time of her death governed by the Dayabhaga School of Hindu Law, died intestate on or about 21st August 2005, leaving her surviving her two sons namely the said Dipak Ganguly and Debasish Ganguly and two daughters namely the said Rina Adhikary and Rita Chakraborty as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to the said remaining undisposed, divided and demarcated portions of the said Premises No.158 containing an aggregate area of 32 Cottahs 2 Chittacks more or less [i.e. the entirety of the said Premises No.158 save and except the said 1 (one) Cottah of land sold to the said Kiron Bala Roy Chowdhury and 4 (Four) Cottahs 14 (Fourteen) Chittacks more or less sold to the said Dola Banerjee as hereinbefore recited],

absolutely and forever. The said 32 Cottahs 2 Chittacks more or less of land, being two separate major divided and demarcated portions of the said Premises No.158 was sold by two deeds of conveyances one being (i) the Deed of Conveyance dated 15th February 2007 and duly registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I as being No. 455 for the year 2008 made between the said Previous Owners, namely Dipak Ganguly, Debasish Ganguly, Rina Adhikary and Rita Chakraborty therein referred to as the Vendors of the One Part and Karb Associates Private Limited therein referred to as the Purchaser of the Other Part, as rectified and/or modified and/or supplemented by the Deed of Rectification dated 7th May 2008 and duly registered with the Additional Registrar of Assurances- I, Kolkata as Being No. 9683 for the year 2008; and the other being (ii) the Deed of Conveyance also dated 7th May 2008 and duly registered with the Additional Registrar of Assurances-I, in Book No. I CD Volume 79 Pages 2042 to 2058 and Being No. 8853 for the year 2008 made between the said Previous Owners, namely Dipak Ganguly, Debasish Ganguly, Rina Adhikary and Rita Chakraborty therein referred to as the Vendors of the One Part and Karb Associates Private Limited therein referred as Purchaser of the Other Part.

- (i) The said 32 Cottahs 2 Chittacks out of the said premises No. 158 was purchased by the said **Amalgamated Companies** from the said Karb Associates Pvt. Ltd. By virtue of the following registered conveyance;

Sl. No.	Vendor	Date of Deed	Registration Particulars	Cot.	Ch.	Sft.
40	Karb Associates	25.05.2008	Registered with ADSR Sealdah in Book No. I, Volume No. 44, Page Nos. 136 to 156 as Deed No. 849 for the year 2008	32	2	0

- (ii) By dint of the aforesaid three purchases mentioned F, G and H above the said **Amalgamated Companies** became the full and absolute owners of the said premises No.158.

Title to Erstwhile Premises No. 33A, Canal Circular Road (being the erstwhile Municipality premises No. 82/2, Manicktala Main Road), Kolkata admeasuring 17 Cottahs 12 Chittacks 40 sq.ft.

- A. That at an auction held on 29th July 1926 by the Khas Mahal Collector in the Revenue Sale, one Tinkari Mallick and his brother Ananda Lal Mallick purchased **ALL THAT** the piece and parcel of land containing an area of 30 Decimal (i.e. 0.30 Acre) more or less under Touzi No.1298/2833, Division-2, Sub Division-5, included in Holding No.77A, being a portion of the then erstwhile municipality's Premises No.82/2 Manicktala Main Road, Police Station-Manicktala, Kolkata and had also obtained the sale certificate in their favour. That the Mallicks had no connection with holding No. 77 was duly decreed in

the T.S. No. 5 of 1936 recited in part in the recitals of the said premises No. 32.

- B. The said Ananda Lal Mullick, a Hindu governed by Dayabhaga School of Hindu Law died intestate on or about 5th July 1938 leaving him surviving his sole widow namely Smt. Sarojini Dassi and three sons namely Dunialal Mullick, Chunilal Mullick and Manilal Mullick as his heirs heiress and legal representatives, who all upon his death inherited and became entitled to his one-half share in the erstwhile municipality's Premises No.82/2, Manicktala Main Road, Kolkata (included in Holding No.77A), absolutely and forever and in equal shares;
- C. By a registered Bengali Kobala dated 5th March 1956 and registered with the office of Sub-Registrar, Sealdah in Book No.I Volume No.8 Pages 165 to 169 Being No.517 for the year 1956, the said Tinkari Mullick, Dunialal Mullick, Chunilal Mullick, Manilal Mullick and Smt. Sarojini Dassi for the consideration therein mentioned granted sold transferred conveyed assigned and assured to one Narendranath Pramanick, **All That** their one-half part or portion of the erstwhile municipality's Premises No.82/2 Manicktala Main Road, Kolkata, (included in Holding No.77A), containing an area of 8 Cottahs 14 Chittacks and 20 Square feet more or less absolutely and forever.
- D. The said Narendranath Pramanick, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on or about 4th day of May 2003 leaving him surviving his widow namely Smt. Menoka Pramanick, his two sons and two daughters namely Biswajit Pramanick, Tarak Pramanick, Jaya Gayen and Manisha Santra as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to his said part or portion of the erstwhile municipality's Premises No.82/2 Manicktala Main Road, Kolkata (included in Holding No.77A), measuring 8 Cottahs 14 Chittacks and 20 Square feet more or less, absolutely and forever and in equal shares;
- E. By an Indenture of Conveyance dated 7th August 2007 made between the said Smt. Menoka Pramanick, Biswajit Pramanick, Tarak Pramanick, Jaya Gayen and Manisha Santra therein collectively referred to as the Vendors of the One Part and Karan Singh Binayak therein referred to as the Purchaser of the Other Part and registered with the office of A.D.S.R., Sealdah in Book No.I Volume No.16 Pages 225 to 240 as Being No. 298 for the year 2008, the said Smt. Menoka Pramanick, Biswajit Pramanick, Tarak Pramanick, Jaya Gayen and Manisha Santra for the consideration therein mentioned granted sold transferred conveyed assigned and assured **All That** the said part or portion out of the erstwhile municipality's Premises No.82/2 Manicktala Main Road, Kolkata (included in Holding No.77A),

measuring 8 Cottahs 14 Chittacks and 20 Square feet more or less, absolutely and forever free from all encumbrances and liabilities.

- (i) The said 8 Cottahs 14 Chittacks and 20 sq.ft. out of the said erstwhile Municipality Premises No. 82/2 and belonging to Karan Singh Vinayak was purchased by the said **Amalgamated Companies** by virtue of the following registered conveyance;

Sl. No.	Vendor	Date of Deed	Registration Particulars	Cot.	Ch.	Sft.
1	Karan Singh Binayak	26.05.2008	Registered with ADSR Sealdah in Book No. I, Volume No. 44, Page Nos. 157 to 174 as Deed No. 850 for the year 2008	8	14	20

- F. By a Saaf Kobala (being sale deed in Bengali) dated 5th March 1956 made between the said Tinkari Mallick and the said heirs of Ananda Lal Mallick therein referred to as the Vendors of the one part and one Nani Bala Dassi (wife of Panchulal Pramanick alias Panchu Gopal Pramanick) therein referred to as the Purchaser of the other part and registered with the Sub-Registrar, Sealdah in Book No.I Volume No.13 Pages 44 to 49 Being No.518 for the year 1956, the said Tinkari Mallick, Dunialal Mullick, Chunilal Mullick, Manilal Mullick and Smt. Sarojini Dassi for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Nani Bala Dassi **ALL THAT** one-half part or portion of the erstwhile municipality's Premises No.82/2, Manicktala Main Road, Kolkata, (included in Holding No.77A), containing a land area of 8 (eight) Cottahs 14 (fourteen) Chittacks and 20 (twenty) Square feet more or less absolutely and forever.
- G. One Ashtarani Das (alias Ashtami Das) wife of late Kushai Chandra Das had been claiming title and ownership to the said one-half part or portion of the erstwhile municipality's Premises No.82/2, Manicktala Main Road, Kolkata, (included in Holding No.77A), containing a land (bastu) area of 8 Cottahs 14 Chittacks and 20 Square feet more or less, claiming to have purchased the same from the said Nani Bala Dassi by a Saaf Kobala (being sale deed in Bengali) dated 27th February 1975 and registered with the Sadar Registration Office, Alipore in Book No.I Volume No.50 Pages 119 to 123 Being No.1451 for the year 1975. In the year 1983, the said Nani Bala Dassi instituted a Suit, bearing Title Suit No.588 of 1983, in the Court of the 2nd Munsiff at Sealdah against the said Ashtarani Dassi and another praying for a Decree for Declaration that the said sale deed dated 27th February 1975 was void and illegal and not binding upon the said Nani Bala Dassi, and on 25th January 1990 the said Suit was decreed on contest and the Court declared that the said registered sale deed dated 27th February 1975 was void and illegal and that the said Nani Bala Dassi had good title and interest in the said property.

H. By a Deed of Gift (being Daan Patra in Bengali) dated 7th October 1983 and registered with the District Registrar, Alipore in Book No. I Volume No. 366 Pages 151 to 158 Being No.13741 for the year 1983, the said Nani Bala Dassi (also known as Nani Bala Pramanick) did thereby convey transfer assign and assure, as and by way of gift, unto and to Madan Pramanick **ALL THAT** the said one-half part or portion of the erstwhile municipality's Premises No.82/2, Manicktala Main Road, Kolkata, (included in Holding No.77A), containing an area of 8 Cottahs 14 Chittacks and 20 Square feet more or less thereat, absolutely and forever.

I. The said 8 Cottahs 14 Chittacks and 20 sft. Out of the said erstwhile Municipality Premises No. 82/2, and belonging to Madan Pramanick was purchased by the said **Amalgamated Companies** by virtue of the following registered conveyance;

Sl. No.	Vendor	Date of Deed	Registration Particulars	Cot.	Ch.	Sft.
1	Madan Pramanick	30.07.2009	Registered with ADSR Sealdah in Book No. I, Volume No. 18, Page Nos. 4970 to 4994 as Deed No. 008124 for the year 2009	8	14	20

J. Pursuant to the purchase made by the said **Amalgamated Companies** as mentioned in Paragraphs (I) and (II) above an application was made by the said **Amalgamated Companies** before The Kolkata Municipal Corporation for mutation and grant of a new premises number and the Municipal authorities did dispose off the application by granting Municipal Premises No. 33A Canal Circular to this unassessed plot and on realization of the arrear taxes mutated the names of the said **Amalgamated Companies** as the owners of the said premises No. 33A in their records.

II) In the events aforesaid the said **Amalgamated Companies** became the full and absolute owners of the said erstwhile Municipal Premises Nos. 30, 32 and 33A Canal Circular Road and Premises No. 158 Manicktala Main Road, Kolkata, all being contiguous and/or adjacent / analogous parcels of land and bounded by a single boundary wall and while owning these four premises the said **Amalgamated Companies** applied to the Municipal authorities for amalgamation of these four premises in their records and grant of a single premises number and such application of the said **Amalgamated Companies** was duly approved by the Municipal authorities and such amalgamated premises continued to be numbered by the Municipal authorities as Municipal premises No.33A Canal Circular Road containing land with structures on a land area of 248 Cottahs 6 Chittacks and 12 sq.ft.

III) On application being made by the said **Amalgamated Companies**, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 has by Memo No. 65/XVI-3065/2010 dated 16.06.2010 duly informed that the said Premises No. 33A Canal Circular Road (containing a land area of 16601.72 sq.mt)

did not contain any excess vacant land within the meaning of The Urban Land (Ceiling and Regulation) Act, 1976.

IV) The said **Amalgamated Companies** also purchased and acquired undivided **4 (four) Cottahs** of land in the **Municipal Premises No.160 Manicktala Main Road**, Kolkata from **Gobinda Das and Sandhya Das** under and by virtue of the Indenture of Conveyance dated 16th April 2010 and registered with the Additional District Sub-Registrar, Sealdah in Book No. I CD Volume No. 3 Pages 5934 to 5953 Being No.01145 for the year 2010, as **rectified / supplemented** by the Deed of Declaration / Rectification dated 10th August 2010 registered with the Additional District Sub-Registrar, Sealdah in Book No. I CD Volume No. 5 Pages 6673 to 6683 Being No.2328 for the year 2010. The circumstances in which the Vendors to the said Conveyance became the owners of the property thereby conveyed is fully described in the said Conveyance.

V) The said **Amalgamated Companies** also purchased and acquired **1/8th (one-eighth) undivided part or share [equivalent to an undivided 8 (eight) Cottahs 11 (eleven) Chittacks 05.25 (five point twenty-five) Square Feet]** more or less of land in the **Municipal Premises No.33 Canal Circular Road**, Kolkata from **Kali Prasad Pandey** under and by virtue of the Indenture of Conveyance dated 26th July 2007 and registered with the Additional District Sub-Registrar, Sealdah in Book No. I Volume No. 45 Pages 13 to 34B Being No.863 for the year 2008. The circumstances in which the Vendor to the said Conveyance became the owner of the property thereby conveyed is fully described in the said Conveyance.

V) By and in terms of the Order dated 18th August 2011 (hereinafter for the sake of brevity referred to as "the said **Order of Amalgamation**") passed by the Hon'ble High Court at Calcutta in C.P. No.355 of 2011 connected with Company Application No.398 of 2011 in the Hon'ble High Court at Calcutta, Original Jurisdiction [In the Matter of Sections 391(1), 393 and 394 of the Companies Act, 1956; And In the Matter of Abhista Tieup Private Limited & Others (being the said **Amalgamated Companies**) and In the Matter of Mani Square Limited], all the properties, rights, powers and interest and assets and undertakings of the said **Amalgamated Companies** were transferred with effect from 1st April 2010 vested in **Mani Square Limited** without any further act or deed. The said Order of Amalgamation has been registered with the Additional District Sub-Registrar, Sealdah in Book-I, CD Volume No.7 Pages 10210 to 10324 Being No.03315 for the year 2011.

VI) In the events aforesaid, the said **Mani Square Limited** became the owner of the following properties:

(a) the said **Municipal Premises No. 33A Canal Circular Road** (formed on **amalgamation** of **Premises Nos.30, 32 and 33A Canal Circular Road**

and Premises **No.158 Manicktala Main Road**), P.S. Manicktala, Kolkata 700054 containing an area of **248 Cottahs 6 Chittacks and 12 sq.ft.**;

(b) undivided **4 (four) Cottahs** of land in the **Municipal Premises No.160 Manicktala Main Road**, Kolkata; and

(c) **1/8th (one-eighth) undivided part or share [equivalent to an undivided 8 (eight) Cottahs 11 (eleven) Chittacks 05.25 (five point twenty-five) Square Feet]** more or less of land in the **Municipal Premises No.33 Canal Circular Road**, Kolkata.

VII) By an Indenture of Conveyance dated 24.11.2012 and registered with the office of the ADSR Sealdah, in Book No. I Volume No. 8 Pages 2305 to 2321 Being No. 3437 for the year 2012 the said **Mani Square Limited** sold conveyed and transferred to **TANISHQUE VINIMAY PVT. LTD., SAMUDRA VYAPAAR PVT. LTD., SA NIKET PVT. LTD., SHANSUD MARKETING PVT. LTD., MANI GRIHA NIRMAN PVT. LTD., PARASMANI PROPERTIES PVT. LTD., ELEPHANTUS DEVELOPERS PVT. LTD., FRESA BUILDERS PVT. LTD., FRESA REAL ESTATE PVT. LTD., FRESA CONSTRUCTIONS PVT. LTD., ELEPHANTUS PROJECTS PVT. LTD., HISTORIA BUILDERS PVT. LTD., FRAGUM REAL ESTATE PVT. LTD., FRAGUM PROJECTS PVT. LTD., FRESA PROPERTIES PVT. LTD., and BLOOMBUILT CONSTRUCTION PVT. LTD. (in short called "PREVIOUS JOINT OWNERS")** an undivided 45 sq.ft. of land comprised in the said **Municipal Premises No. 33A Canal Circular Road** (formed on **amalgamation** of **Premises Nos.30, 32 and 33A Canal Circular Road** and Premises **No.158 Manicktala Main Road**), P.S. Manicktala, Kolkata 700054 containing an area of **248 Cottahs 6 Chittacks and 12 sq.ft.** more or less.

As such, the **Vendor herein and the said PREVIOUS JOINT OWNERS** became **the joint owners** of the said **Municipal Premises No. 33A Canal Circular Road** (formed on **amalgamation** of **Premises Nos.30, 32 and 33A Canal Circular Road** and Premises **No.158 Manicktala Main Road**), P.S. Manicktala, Kolkata 700054 containing an area of **248 Cottahs 6 Chittacks and 12 sq.ft.** more or less.

VIII) The said **Previous Joint Owners (namely TANISHQUE VINIMAY PVT. LTD., SAMUDRA VYAPAAR PVT. LTD., SA NIKET PVT. LTD., SHANSUD MARKETING PVT. LTD., MANI GRIHA NIRMAN PVT. LTD., PARASMANI PROPERTIES PVT. LTD., ELEPHANTUS DEVELOPERS PVT. LTD., FRESA BUILDERS PVT. LTD., FRESA REAL ESTATE PVT. LTD., FRESA CONSTRUCTIONS PVT. LTD., ELEPHANTUS PROJECTS PVT. LTD., HISTORIA BUILDERS PVT. LTD., FRAGUM REAL ESTATE PVT. LTD., FRAGUM PROJECTS PVT. LTD., FRESA PROPERTIES PVT. LTD., and BLOOMBUILT CONSTRUCTION PVT. LTD.)** purchased and acquired the **remaining part / share** in the said **Municipal Premises No.160 Manicktala Main Road**, Kolkata, being **71.428% undivided share (equivalent to 9.9552775 Cottahs** of land)

from **Kalamunj Real Estate Pvt. Ltd. and Kalamunj Niketan Pvt. Ltd.** under and by virtue of the Indenture of Conveyance dated 9th March 2012 and registered with the Additional District Sub-Registrar, Sealdah in Book No. I Volume No. 2 Pages 4762 to 4798 Being No.745 for the year 2012. The circumstances in which the Vendors to the said Conveyance became the owners of the property thereby conveyed is fully described in the said Conveyance.

IX) The said **Previous Joint Owners (namely TANISHQUE VINIMAY PVT. LTD., SAMUDRA VYAPAAR PVT. LTD., SA NIKET PVT. LTD., SHANSUD MARKETING PVT. LTD., MANI GRIHA NIRMAN PVT. LTD., PARASMANI PROPERTIES PVT. LTD., ELEPHANTUS DEVELOPERS PVT. LTD., FRESA BUILDERS PVT. LTD., FRESA REAL ESTATE PVT. LTD., FRESA CONSTRUCTIONS PVT. LTD., ELEPHANTUS PROJECTS PVT. LTD., HISTORIA BUILDERS PVT. LTD., FRAGUM REAL ESTATE PVT. LTD., FRAGUM PROJECTS PVT. LTD., FRESA PROPERTIES PVT. LTD., and BLOOMBUILT CONSTRUCTION PVT. LTD.)** also purchased and acquired the **remaining 7/8th (seven-eighth) undivided share [equivalent to an undivided 60 (sixty) Cottahs]** more or less of land in the said **Municipal Premises No.33 Canal Circular Road, Kolkata** from **(1) PRIME TRADECOM PVT. LTD., (2) BREEZE VINIMAY PVT. LTD., (3) OVERTONE DEALCOM PVT. LTD., (4) SNOWBIRD TIE-UP PVT. LTD., (5) PAGODA VYAPAAR PVT. LTD., (6) SARASWATI VANIJYA PVT. LTD., (7) MINI MAX TIE-UP PVT. LTD., and (8) EVERGREEN COMMOTRADE PVT. LTD.,** under and by virtue of the Indenture of Conveyance dated 9th March 2012 and registered with the Additional District Sub-Registrar, Sealdah in Book No. I Volume No. 2 Pages 4832 to 4865 Being No.747 for the year 2012. The circumstances in which the Vendors to the said Conveyance became the owners of the property thereby conveyed is fully described in the said Conveyance.

X) In the events aforesaid, the **Vendor herein alongwith the said Previous Joint Owners** became the **joint owners** of the following properties (all being contiguous / adjacent properties) each having distinct undivided shares therein:

(a) entirety of the said **Municipal Premises No. 33A Canal Circular Road** (formed on **amalgamation** of **Premises Nos.30, 32 and 33A Canal Circular Road** and **Premises No.158 Manicktala Main Road**), P.S. Manicktala, Kolkata;

(b) entirety of the said **Municipal Premises No.160 Manicktala Main Road, Kolkata;** and

(c) entirety of the said **Municipal Premises No.33 Canal Circular Road, Kolkata.**

XI) The **Vendor herein alongwith the said Previous Joint Owners** applied to the Municipal authorities for amalgamation of these **three premises** in their records and grant of a single premises number and such application was duly

approved by the Municipal authorities and such amalgamated premises continued to be numbered by the municipal authorities as **Municipal Premises No.33A Canal Circular Road** containing land with structures on a land area of 16 Bighas 11 Cottahs 11 Chittacks and 3 sq.ft. (equivalent to 22186.73 sq.m). more or less (being the Bigger Property as defined in **Definition / Recitals A(ii) and Part-I of the First Schedule** hereinabove written).

XII) On application being made by the **Vendors herein alongwith the said Previous Joint Owners**, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 by Memo No.197-U.L. XVI-3610/2014 dated 10.04.2014 duly informed that the said Premises No.33A Canal Circular Road (containing a land area of 22187.96 sq.mt) did not contain any excess vacant land within the meaning of The Urban Land (Ceiling and Regulation) Act, 1976.

XIII) By and in terms of the Order dated 9th February 2016 passed by the Hon'ble High Court at Calcutta in C.P. No.160 of 2015 connected with Company Application No.191 of 2014 in the Hon'ble High Court at Calcutta, Original Jurisdiction [In the Matter of Sections 391(1), 393 and 394 of the Companies Act, 1956; And In the Matter of Bloombuilt Construction Pvt. Ltd. & Others (which included the said **Previous Joint Owners**) and In the Matter of Mani Square Limited], all the properties, rights, powers and interest and assets and undertakings of the said **Previous Joint Owners** were transferred with effect from 1st April 2013 vested in **Mani Square Limited** without any further act or deed. The said Order of Amalgamation has been duly filed with Registrar of Companies.

XIV) In the events aforesaid, the **Vendor herein, Mani Square Limited**, became the **sole and absolute owner** of the said **Bigger Property**.

PART-II
(Devolution of Title pertaining to
Smaller Property, 163B Manicktala Main Road)

1. By a Deed of Conveyance dated 9th March, 2012 registered in the office of the Additional District Sub-Registrar, Sealdah, in Book No.I, CD Volume no.2, pages 7083 to 7113 Being No.00748 for the year 2012 and made between Kalamunj Real Estate Private Limited, Kalamunj Niketan Private Limited, therein referred to as the First Vendors of the First Part and Srijay Properties Private Limited, therein referred to as the Second Vendor of the Second Part and Tanishque Vinimay Pvt. Ltd., Samudra Vyapaar Pvt. Ltd., Sa Niket Pvt. Ltd., Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Mani Square Limited, Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd. therein referred to as the Purchasers of the Third Part, the said Kalamunj Real Estate Private Limited, Kalamunj Niketan Private Limited and Srijay Properties Private Limited for the consideration therein mentioned granted sold conveyed and

transferred unto and to Tanishque Vinimay Pvt. Ltd., Samudra Vyapaar Pvt. Ltd., Sa Niket Pvt. Ltd., Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Mani Square Limited, Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd. **All That** the piece and parcel of revenue free land containing an area of 7 (seven) Cottahs 15 (fifteen) Chittacks, be the same a little more or less, together with old structures and tiled sheds thereat or in a part thereof situate lying at and being the Municipal Premises No.161, Manicktala Main Road, Kolkata - 700054, Police Station Manicktala, Additional District Sub-Registration Office at Sealdah, within the limits of Ward No.32 of the Kolkata Municipal Corporation (in this Schedule referred to as "the **First Premises**"), absolutely and forever.

2. By a Deed of Conveyance dated 9th March, 2012 registered in the office of the Additional District Sub-Registrar, Sealdah, in Book No.I, CD Volume no.2, pages 7016 to 7048 Being No.00746 for the year 2012 and made between Kalamunj Developers Private Limited, Kalamunj Builders Private Limited, Kalamunj Construction Private Limited and Kalamunj Height Private Limited therein referred to as the Vendors of the First Part and Tanishque Vinimay Pvt. Ltd., Samudra Vyapaar Pvt. Ltd., Sa Niket Pvt. Ltd., Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Mani Square Limited, Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd. therein referred to as the Purchasers of the Second Part, the said Kalamunj Developers Private Limited, Kalamunj Builders Private Limited, Kalamunj Construction Private Limited and Kalamunj Height Private Limited for the consideration therein mentioned granted sold conveyed and transferred unto and to the Tanishque Vinimay Pvt. Ltd., Samudra Vyapaar Pvt. Ltd., Sa Niket Pvt. Ltd., Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Mani Square Limited, Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd. **All That** Municipal Premises Nos.162A and 162B Manicktolla Main Road (formerly known and numbered as Premises No.162, Manicktolla Main Road), P.S. Manicktolla, Kolkata -700054, within the limits of the Kolkata Municipal Corporation, Ward No.32, containing an area of 18 (eighteen) Cottahs 3 (three) Chittacks more or less [including a water body having an area of 3 (three) Cottahs 13 (thirteen) Chittacks more or less] Together With several old dwelling houses being pucca and semi pucca structures erected thereat or in a part thereof in aggregate of 7900 Square

feet more or less together with boundary walls hereditaments and appurtenances, being Holding No.69, Division-II, Sub-Division-5, Dihi Panchangram, Mouza-Nayabad under P.S.Manicktolla, Sub-Registration Office Sealdah (in this Schedule referred to as "the **Second Premises**"), absolutely and forever.

3. By a Deed of Conveyance dated 22nd July, 2010 registered in the office of the Additional District Sub Registrar, Sealdah, in Book No.I, CD Volume no.5, pages 1526 to 1549 Being No.02084 for the year 2010 and made between (Smt.) Jaya Rani Saha, Jayanta Kumar Saha, Santanu Kumar Saha and (Smt.) Soma Saha, therein referred to as the Vendors of the One Part and Sa Niket Pvt. Ltd., Tanishque Vinimay Pvt. Ltd. and Samudra Vyapaar Pvt. Ltd., therein referred to as the Purchasers of the Other Part, the said (Smt.) Jaya Rani Saha, Jayanta Kumar Saha, Santanu Kumar Saha and (Smt.) Soma Saha for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Sa Niket Pvt. Ltd., Tanishque Vinimay Pvt. Ltd. and Samudra Vyapaar Pvt. Ltd. **All That** the piece and parcel of revenue redeemed land containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square feet (equivalent to 1165 Square Meters) more or less, with dwelling houses and structures thereat measuring 2800 Square Feet more or less, and a tank/ waterbody admeasuring 932 sft. all situate lying at and being present Municipal Premises No.163B Manicktala Main Road (formerly being a divided and demarcated portion of Premises No.163 Manicktala Main Road), Police Station-Manicktala, Kolkata 700054 (comprised in Holding No.53/68, Division 2, Sub-Division 5, Dihi Panchannagram, in Mouza-Sheoratala Village), Sub-Registration office Sealdah, within Ward No.32 of the Kolkata Municipal Corporation **Together With** 1/3rd (one third) undivided ownership share right title and interest in the 8' (eight feet) wide passage, carved out of the erstwhile Premises No.163 Manicktala Main Road and running from North to South and containing an area 01 Cottah 08 Chittacks more or less (in this Schedule referred to as "the **Third Premises**"), absolutely and forever.
4. By a Deed of Conveyance dated 29th March, 2012 registered in the office of the Additional District Sub Registrar, Sealdah, in Book No.I, CD Volume no.3, pages 76 to 101 Being No.00979 for the year 2012 and made between the said Sa Niket Pvt. Ltd., Tanishque Vinimay Pvt. Ltd. and Samudra Vyapaar Pvt. Ltd., therein referred to as the Vendors of the One Part and Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Mani Square Limited, Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd., therein referred to as the Purchasers of the Other Part, the said Sa Niket Pvt. Ltd., Tanishque Vinimay Pvt. Ltd. and Samudra Vyapaar Pvt. Ltd. for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Shansud Marketing Pvt.

Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Mani Square Limited, Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd., **All That** an undivided 42 Square feet (equal to a 0.3349% undivided ownership) in the said **Third Premises**, absolutely and forever.

5. In the events aforesaid, the said 17 Companies (**namely Mani Square Ltd., Tanishque Vinimay Pvt. Ltd., Samudra Vyapaar Pvt. Ltd., Sa Niket Pvt. Ltd., Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd.**) became the joint owners of the said **First Premises, the Second Premises and the Third Premises**, absolutely and forever.

The said **Tanishque Vinimay Pvt. Ltd., Samudra Vyapaar Pvt. Ltd., Sa Niket Pvt. Ltd., Shansud Marketing Pvt. Ltd. Mani Griha Nirman Pvt. Ltd., Parasmani Properties Pvt. Ltd., Elephantus Developers Pvt. Ltd., Fresa Builders Pvt. Ltd., Fresa Real Estate Pvt. Ltd., Fresa Constructions Pvt. Ltd., Elephantus Projects Pvt. Ltd., Historia Builders Pvt. Ltd., Fragum Real Estate Pvt. Ltd., Fragum Projects Pvt. Ltd., Fresa Properties Pvt. Ltd. and Bloombuilt Construction Pvt. Ltd.** are hereinafter referred to as "the said **Previous Joint Owners**".

6. Subsequently, the said **First Premises** and the said **Second Premises** were amalgamated with the said **Third Premises**, all being adjacent / contiguous parcels of land, in the records of the Kolkata Municipal Corporation, as approved by the Municipal Commissioner dated 20/03/15 with the concurrence of D.G. (P.M.U) dated 5/11/14 w.e.f. 4th quarter of 2013-2014, and such amalgamated premises continued to be numbered as Premises No.163B Manicktala Main Road.
7. By and in terms of the Order dated 9th February 2016 passed by the Hon'ble High Court at Calcutta in C.P. No.160 of 2015 connected with Company Application No.191 of 2014 in the Hon'ble High Court at Calcutta, Original Jurisdiction [In the Matter of Sections 391(1), 393 and 394 of the Companies Act, 1956; And In the Matter of Bloombuilt Construction Pvt. Ltd. (being the said **Previous Joint Owners**) and In the Matter of Mani Square Limited], all the properties, rights, powers, interests, assets and undertakings of the said **Previous Joint Owners** were transferred with effect from 1st April 2013 vested in **Mani Square Limited** without any

further act or deed or thing. The said Order of Amalgamation has been duly filed with Registrar of Companies.

8. In the events aforesaid, the **Vendor herein, Mani Square Limited**, became the **sole and absolute owner** of the said **Smaller Property**.

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

SIGNED SEALED AND DELIVERED

on behalf of the withinnamed **VENDOR**
at **Kolkata** in the presence of:

SIGNED SEALED AND DELIVERED

by the withinnamed **PURCHASER** at
Kolkata in the presence of:

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents.

(Vendor)

WITNESSES:

DATED THIS _____ DAY OF _____ 201__

BETWEEN

MANI SQUARE LIMITED
... VENDOR

AND

.....
.....

... PURCHASER

CONVEYANCE

Flat No. on the Floor of
..... Block of "Swarnamani"

SARAOGI & COMPANY
Advocates
7B Kiran Shankar Roy Road
4C Punwani Chambers, 4th Floor
Kolkata # 700 0012