

09.03.2012

( Original )

Property :

**33 Canal Circular Road,  
Kolkata 700054**

**DEED OF CONVEYANCE**

**BETWEEN**

**PRIME TRADECOM PVT. LTD. & 7 ORS.**

**... VENDORS**

**AND**

**TANISHQUE VINIMAY PVT. LTD. & 15 ORS.**

**... PURCHASERS**

Registered with the ADSR Sealdah In Book No. I Volume No. 2  
Page Nos. 4832 to 4865 and Being Number 747 for the year 2012.



1190

T 00 747



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 795398

Q 1272

9/3/2012

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

279

79200000

Additional Sub Registrar Seckah

9/3/2012

**THIS INDENTURE OF CONVEYANCE** made this 9th day of March. Two Thousand Twelve **BETWEEN (1) PRIME TRADECOM PVT. LTD.**, (PAN-AAECP2437P), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 3A, Hare Street, Ashoka House, 5<sup>th</sup> Floor, Kolkata-700001, represented by its Director, Sri Shyam Sundar Patodia, **(2) BREEZE VINIMAY PVT. LTD.**, (PAN-AADCB1216F), a Private Limited Company incorporated under the Companies Act, 1956 having its

Signature  
RIF  
871443

Signature  
Signature

226073

14 FEB 2012

Date.....  
 Sold To... *Samudra vyapaar Pvt Ltd*  
 Of..... *23B Rabintra Sarani,*  
 Rs..... *1000*  
 P. CHATTERJEE  
 18, India Exchange Place, Kol-1  
 Licenced Stamp Vender

14 FEB 2012

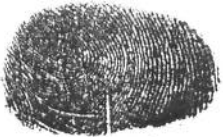
Kol 73



832

*Prithviraj Mukherjee*  
*Prithviraj Mukherjee*

tathagata@mani-group.com



833

PRIME TRADECOMM PVT. LTD.

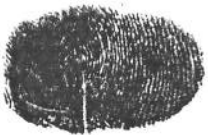
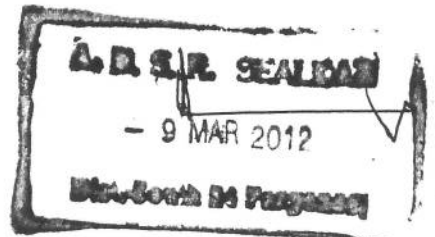
*Shyam Sunder Pant*  
Authorised Signatory / Director



833

SREEZE VINIMAY PVT. LTD.

*Shyam Sunder Pant*  
Authorised Signatory / Director

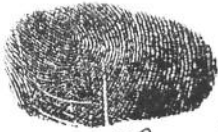


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OVERTONE DEALCOM PVT. LTD.

*Shyam Sunder Pant*  
Authorised Signatory / Director

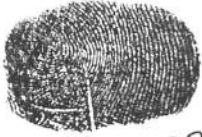
registered office at 3A, Hare Street, Ashoka House, 5<sup>th</sup> Floor, Kolkata - 700001, represented by its Director Sri Shyam Sundar Patodia, **(3) OVERTONE DEALCOM PVT. LTD.**, (PAN-AAACO9209J), a Private Limited Company incorporated under the Companies act, 1956 having its registered office at 3A, Hare Street, Ashoka House, 5<sup>th</sup> Floor, Kolkata - 700001, represented by its Director Sri Shyam Sundar Patodia, **(4) SNOWBIRD TIE-UP PVT. LTD.**, (PAN-AAKCS8100N), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 3A, Pollock Street, 2<sup>nd</sup> Floor, Kolkata - 700001, represented by its Director Sri Shyam Sundar Patodia, **(5) PAGODA VYAPAAR PVT. LTD.**, (PAN-AAECP2438C), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 3A, Pollock Street, 2<sup>nd</sup> Floor, Kolkata - 700001, represented by its Director Sri Shyam Sundar Patodia, **(6) SARASWATI VANIJYA PVT. LTD.**, (PAN-AAKCS8099Q), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 3A, Pollock Street, 2<sup>nd</sup> Floor, Kolkata - 700001, represented by its Director Sri Shyam Sundar Patodia, **(7) MINI MAX TIE-UP PVT. LTD.**, (PAN-AAFCM0544F), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 188/1G, Manicktala Main Road, 4<sup>th</sup> Floor, Police Station-Manicktala, Kolkata-700054, represented by its Director, Sri Vijay Patodia, and **(8) EVERGREEN COMMOTRADE PVT. LTD** (PAN-AABCE7580P), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 188/1G, Manicktala Main Road, 4<sup>th</sup> Floor, Police Station-Manicktala, Kolkata - 700054, represented by its Director, Sri Vijay Kumar Patodia, all hereinafter collectively referred to as the "**VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office) of the **ONE PART AND (1) TANISHQUE VINIMAY PVT. LTD.** (PAN AACCP6958K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 1, British India Street, Kolkata 700069 represented by its Director Mr. Prithwiraj Mukherjee, **(2) SAMUDRA VYAPAAR PVT. LTD.** (PAN AALCS3154R), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 29B, Rabindra Sarani, Kolkata 700073 represented by its Director Mr. Prithwiraj Mukherjee, **(3) SA NIKET PVT. LTD.** (PAN AALCS6141E), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 164/1, Manicktala Main Road, Kolkata 700054 represented by its Director Mr. Prithwiraj Mukherjee, **(4) SHANSUD MARKETING PVT. LTD.** (PAN AA ECS0383F), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No.2d, Queens Park, Kolkata 700019 represented by its



SNOWBIRD TIE-UP PVT. LTD

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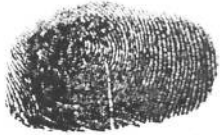
*Shyam Sunder Paton*  
Authorised Signatory / Director



PAGODA VYAPAAR PVT. LTD.

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*Shyam Sunder Paton*  
Director / Authorised Signatory



SARASWATI VANIJYA PVT. LTD.

833

*Shyam Sunder Paton*  
Authorised Signatory / Director



MINIMAX TIE-UP PVT. LTD.

834

*Batodia*  
Authorised Signatory / Director



EVERGREEN COMMOTRADE PVT. LTD.

834

*Batodia*  
Authorised Signatory / Director



For Tanishque Vinmay Pvt. Ltd.  
Samudra Vyapaar Pvt. Ltd.  
Sa Niket Pvt. Ltd.  
Elephantus Developers Pvt. Ltd.  
Fresa Builders Pvt. Ltd.  
Fresa Constructions Pvt. Ltd.  
Historia Builders Pvt. Ltd.  
Fresa Properties Pvt. Ltd.

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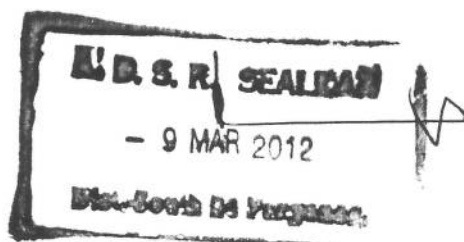
*Prashant Mukherjee*  
(Director/Authorised Signatory)



PARASMANI PROPERTIES PVT. LTD.

836

*Jamun Agarwal*  
Authorised Signatory / Director



Director Mr. Abhisekh Agarwal, (5) **MANI GRIHA NIRMAN PVT. LTD.**, (PAN AAHCM2164K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 164/1, Manicktala Main Road, Kolkata 700054 represented by its Director Mr. Binod Kumar Agarwal, (6) **PARASMANI PROPERTIES PVT. LTD.**, (PAN AADCP5077E), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 2d, Queens Park, Kolkata 700019 represented by its Director Mr. Sameer V. Agarwal, (7) **ELEPHANTUS DEVELOPERS PVT. LTD.**, (PAN AACCE9310L), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, (8) **FRESA BUILDERS PVT. LTD.**, (PAN AABCF8848D), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, (9) **FRESA REAL ESTATE PVT. LTD.**, (PAN AABCF8849C), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal, (10) **FRESA CONSTRUCTIONS PVT. LTD.**, (PAN AABCF8851C), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, (11) **ELEPHANTUS PROJECTS PVT. LTD.**, (PAN AACCE9310L), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal, (12) **HISTORIA BUILDERS PVT. LTD.**, (PAN AACCH8250Q), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Prithiwiraj Mukherjee, (13) **FRAGUM REAL ESTATE PVT. LTD.**, (PAN AABCF8845Q), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Binod Kumar Agarwal, (14) **FRAGUM PROJECTS PVT. LTD.**, (PAN AABCF8844R), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal, (15) **FRESA PROPERTIES PVT. LTD.**, (PAN AABCF8850D), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, (16) **BLOOMBUILT CONSTRUCTION PVT. LTD.** (PAN AAECB8402A) a Company within the meaning of the Companies Act, 1956 and having its registered



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**HANSUD MARKETING PVT. LTD**

*[Signature]*  
**Director/Authorized Signatory**

**For Mani Griha Nirman Pvt. Ltd.  
Fresa Real Estate Pvt. Ltd.  
Elephantus Projects Pvt. Ltd.  
Fragum Real Estate Pvt. Ltd.  
Fragum Projects Pvt. Ltd.  
Bloombuilt Construction Pvt. Ltd.**



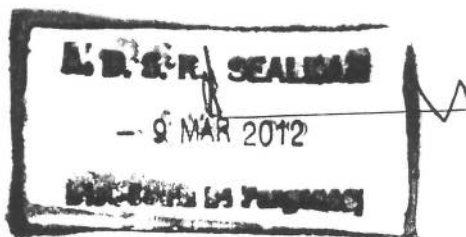
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*[Signature]*  
**(Director/Authorized Signatory)**

*Identified by me*

*[Signature]*

**P. V. PAUL**  
To: Late P. Varkey  
164/1, Manicktala Main Road  
Kolkata - 700 054





office at 9/1 Lower Rawdon Street, Kolkata 700020 represented by its Director Mr. Binod Kumar Agarwal hereinafter referred to as "the **PURCHASERS**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **OTHER PART:**

**WHEREAS:**

- A. One Ram Jogya Pandey, was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to **All That** Premises No.33, Canal Circular Road, Police Station-Manicktala, Kolkata- 700054 containing an area of 3 Bighas 9 Cottahs 8 Chittacks 42 square feet more or less (hereinafter for the sake of brevity referred to as "the **said Larger Premises**") under and by virtue of two separate Deeds of Conveyance - (i) one being the Deed of Conveyance dated 02.05.1962 by way of outright purchase for valuable consideration from Srimati Trilokeswari Dey, Bibhuti Bhusan Dey, Abani Bhusan Dey, Ram Chandra Dey, Shyam Mohan Dey, Sib Chandra Dey, Sambhunath Dey, Srimati Annapurna Das, Srimati Gitarani Seal, Netai Chand Dey and Protap Chandra Dey, which was registered with the Sub-Registrar, Sealdah and recorded in Book No.I, Volume No.31, Pages 81 to 89 Being No.1089 for the year 1962 relating to undivided 37/40<sup>th</sup> part or share of the said Larger Premises; and (ii) the other being the Deed of Conveyance also dated 02.05.1962 by way of outright purchase for valuable consideration from Biswanath Mukherjee which was registered with the Sub-Registrar, Sealdah and in Book No.1, Volume No.19, Pages 291 to 296 and Being No.1091 for the year 1962 relating to conveyance of undivided.3/40<sup>th</sup> part or share of the said Larger Premises.
- B. The said Ram Jogya Pandey, a Hindu, died intestate on 15<sup>th</sup> October 1989 leaving behind him surviving his widow namely, Srimati Suraj Moni Pandey and his three sons namely, Om Prakash Pandey, Kali Prasad Pandey and Raj Kumar Pandey and his five daughters namely, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha (alias Laxmi Saha) and (Smt.) Indira Dubey (Pandey) as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said Larger Premises, absolutely and forever and in equal shares.



**D. S. R. SEALDAH**  
- 9 MAR 2012

- C. The said Surajmoni Pandey, widow of Late Ram Jogya Pandey, a Hindu, died intestate on 8<sup>th</sup> January 1998 leaving her surviving her three sons and five daughters hereinabove named as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to her share in the said Larger Premises, absolutely and forever and in equal shares.
- D. In the events aforesaid and by virtue of inheritance, the said Om Prakash Pandey, Kali Prasad Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha (alias Laxmi Saha) and (Smt.) Indira Dubey (Pandey) became the joint and absolute owners of the said Larger Premises, absolutely and forever, each having equal one-eighth undivided share therein.
- E. The said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) on the one hand and the said Sri Kali Prasad Pandey on the other hand amicably settled and voluntarily partitioned the said Larger Premises, wherein it was decided that the said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) would hold and own total 60 Cottahs of land in lieu of their 7/8<sup>th</sup> (seven-eighth) undivided share in the said Larger Premises and Sri Kali Prasad Pandey would hold and own the remaining 9 Cottahs 8 Chittacks 42 square feet of land in lieu of his 1/8<sup>th</sup> (one-eighth) undivided share in the said Larger Premises; and the said Sri Kali Prasad Pandey would have no objection and/or any claim and demand in respect of sale of 60 Cottahs of land by the said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) to any purchaser or purchasers whatsoever in nature and the said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) would co-operate regarding the sale of remaining portion of land by the said Sri Kali Prasad Pandey.
- F. After purchase of the said Larger Premises, the said Ram Jogya Pandey had got his name mutated / recorded in the records of The Kolkata



**M. D. S. R. SEALDAR**  
- 9 MAR 2012

Municipal Corporation as absolute, true and lawful owner thereof and after death of the said Ram Jogya Pandey and Surajmoni Pandey, their heirs and legal representatives, being the abovenamed three sons and five daughters, became entitled to mutate their names in the records of the Kolkata Municipal Corporation as absolute, true and lawful owners thereof.

- G. In the events aforesaid, the said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) had become and were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **All That** 60 Cottahs (equivalent to 3 Bighas) more or less of land out of 3 Bighas 9 Cottahs 8 Chittacks 42 square feet more or less comprised in the said Premises No.33, Canal Circular Road, Police Station-Manicktala, Kolkata- 700054, with existing Tali shed thereat measuring 6000 square feet more or less, in lieu of their 7/8<sup>th</sup> (seven-eighth) undivided share in the said Larger Premises, and the same is fully described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as "the **said Premises / Conveyed Property**", absolutely and forever.
- H. By a Deed of Conveyance dated 26<sup>th</sup> April 2007 made between the said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) therein referred to as the Vendors of the One Part and the **Vendors herein** therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I Volume No.1 Pages 1 to 20 Being No.10812 for the year 2007, the said Om Prakash Pandey, Raj Kumar Pandey, (Smt.) Sabitri Pandey (Dewadi), (Smt.) Gayatri Vivek Upadhyay, (Smt.) Saraswati Pandey, (Smt.) Lakshmi Saha and (Smt.) Indira Dubey (Pandey) for the consideration therein mentioned granted conveyed sold and transferred **unto and to the Vendors herein All That** the said Premises / Conveyed Property, absolutely and forever.









**M. D. S. R. SEALDAR**  
- 9 MAR 2012

- I. A narrow strip of land, which strip of land is delineated in the plan annexed hereto duly bordered thereon in "Pink" and is a part and parcel of the said Larger Premises, has been temporarily permitted by the predecessors-in-title of the Vendors to be used by the owners and occupiers of the adjoining premises Nos.160 and 161 Maniktala Main Road, Kolkata, both of which are land-locked properties having no independent access to any public road, and such temporary permission of user is solely for the purpose of ingress and egress in common with the owners and occupiers of the said Larger Premises. The said narrow strip of land was all along and still is an integral part of the said Larger Premises (being premises No.33 Canal Circular Road) and the ownership thereof is vested in the Vendors and the owner of the remaining share / portion of the said Larger Premises; and the Vendors hereby confirm that other than the grant of temporary permission of ingress and egress over and along the said narrow strip of land, the owners and occupiers of the adjoining premises Nos.160 and 161 Manicktala Main Road, Kolkata have no right title interest claim demand whatsoever over the same.
- J. In or about the year 1991, the said Larger Premises was requisitioned by the State of West Bengal (State) for the benefit of The South Bengal State Transport Corporation Ltd. (in short called "SBSTC") for housing Inter-State Bus Terminus under the provisions of the West Bengal Land (Requisition and Acquisition) Act, 1948 (in short called "the **said Act of 1948**"). The said Act of 1948 stood repealed and sections 9(3A) and 9(3B) were introduced in the Land Acquisition Act, 1894 to give the opportunity to the State to acquire the requisitioned land, if they so desire.
- K. The Vendors herein, namely Prime Tradecom Pvt. Ltd. & 7 others, filed a Writ Petition being W.P. No.24430(W) of 2008 before the Learned Single Judge of the Hon'ble High Court at Calcutta, *inter alia*, asking for handing over possession of the said Larger Premises in question as there was no acquisition done by the State on behalf of the beneficiary.
- L. By an order dated 30.09.2008, the Ld. Single Judge disposed of the said writ petition giving six months time to the Land Acquisition Collector to take appropriate steps as prescribed u/s 9(3A) and 9(3B) of the said Act of 1894, if they so desire.






**D. S. R. SEALDAR**  
- 9 MAR 2012



- M. The Ld. Single Judge also ordered that the State would be obliged to hand over possession back to the owners upon completion of period of six months in case the proceeding is not completed by that time. The Ld. Single Judge made it abundantly clear that the entire proceeding of acquisition must be completed within the stipulated period mentioned therein.
- N. The State could not complete the acquisition process within the time stipulated by the Ld. Single Judge. In this backdrop, the beneficiary i.e. SBSTC filed an application before the Ld. Single Judge, *inter alia*, praying for extension of time to complete the process.
- O. The Ld. Single Judge vide his judgement and order dated 23.04.2009 rejected such prayer on the ground that the prayer for extension of time was not a bonafide one. His Lordship also observed that the State did not come forward to make such prayer; moreover, valuable right had accrued in favour of the owners for getting back the land in question due to default on the part of the State and any extension could take away such right for no fault on the part of the writ petitioners (being the said Prime Tradecom Pvt. Ltd. & 7 Others).
- P. Being aggrieved, the said SBSTC preferred an appeal before the Division Bench of the Hon'ble High Court at Calcutta (Civil Appellate Jurisdiction) being FMA 905 of 2009 and during the pendency of the Appeal, the State filed an application being CAN 6842 of 2009, *inter alia*, praying for extension of period of six months to complete the process of acquisition.
- Q. The owners of the remaining share / portion of the said Larger Premises, namely Abhitha Tieup Pvt. Ltd. & 36 others, intervened in this appeal and contended that no notice u/s 9(3A) of the said Act of 1894 was ever served upon them which was a pre-requisite in terms of the liberty granted by the Ld. Single Judge while disposing of the writ petition.
- R. The Ld. Division Bench by its judgement and order dated 19.08.2009 in the said appeal decided to give one more opportunity to the State as well as the beneficiary to complete the process of acquisition provided they showed their bonafide and provided they deposited Rs.10 crores with the Registrar General of the Hon'ble High Court at Calcutta within the period therein mentioned. In the said judgement and order, the Ld. Division Bench mentioned that in case such amount was deposited, the



**A. D. S. R. SEALDAR**  
- 9 MAR 2012

State would be entitled to complete the process of acquisition within three months thereafter, and in case the sum of money as directed in the said order was not deposited within the stipulated period, the said order would stand recalled and the appeal along with application for extension of time would stand dismissed.

- S. Against the order dated 19.08.2009, a review petition was filed by the said SBSTC in the Hon'ble High Court at Calcutta being RVW No.159 of 2009 in FMA No.905 of 2009 which was dismissed by Order dated 3<sup>rd</sup> December 2009.
- T. Thereafter, the said SBSTC preferred a Special Leave Petition (Civil) being CC No.4445 of 2010 before the Hon'ble Supreme Court of India (Civil Appellate Jurisdiction), when the Hon'ble Supreme Court of India by its Order dated 19<sup>th</sup> April 2010 dismissed the said Special Leave Petition.
- U. The State or the Land Acquisition Collector or the said SBSTC have not take any steps in connection with the acquisition of the said Larger Premises since the said judgement and order dated 19.08.2009 in FMA No. 905 of 2009, the said order dated 03.12.2009 in RVW No. 159 of 2009 and the said Order dated 19<sup>th</sup> April 2010 in the said Special Leave Petition.
- V. The said Larger Premises was in occupation of various trespassers and unauthorised occupants and the representatives of SBSTC had also occupied a small portion thereof. Since dismissal of the said Special Leave Petition as aforesaid, the representatives of SBSTC moved out of the portion occupied by them.
- W. At the treaty of sale, the Vendors had represented before and assured the purchasers, that the facts recited hereinabove were all true and correct and that the Vendors were fully seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said Premises / Conveyed Property absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases thika tenancies occupancy rights claims demands vestings acquisitions requisitions alignments liabilities whatsoever or howsoever; and the purchasers agreed to purchase the same relying on the representations assurances declarations and



**A. D. S. R. SEALDAR**  
- 9 MAR 2012

confirmations made and/or given by the Vendors hereinabove and believing the same to be true and correct and acting on faith thereof.

Y. All amounts receivable by the Vendors have been duly received by them respectively and the Purchasers have been put in possession of the said Premises / Conveyed Property.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. 7,92,00,000/- (Rupees seven crores ninety two lacs) only** of the lawful money of the Union of India in hand and well and truly paid and/or deemed to have been paid by the Purchasers to the Vendors at or before the execution hereof (the receipt whereof the Vendors do and each of them doth hereby as also by **memo of consideration** hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers as also the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be), the Vendors do and each of them doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchasers **ALL THAT the said Premises / Conveyed Property,** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and all and every portion thereof **AND** all the entire ownership share rights title interest of the Vendors and each of them into or upon the said Premises / Conveyed Property and also the said Larger Premises and all and every part thereof and all rights benefits advantages appurtenances and appendages connected and/or attributable thereto **WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendors and each of them in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Premises / Conveyed Property and/or the said Larger Premises and/or meant for beneficial use and enjoyment of the said Premises **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound compound walls areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Premises / Conveyed Property belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** all legal incidents thereof **AND** reversion or reversions remainder or remainders **and** the rents issues and profits thereof and all and every part thereof **AND** all the estate right title



**A. D. S. R. SEALDAR**  
- 9 MAR 2012