



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V/C-1697/09

638091

At D6-401.m

26.8.09  
No-13157/09

2516838

5000

D-171220

Certified that the Document is admitted for Registration, and the Stamp and endorsement thereon are the part of this Document.

*S. P. Choudhury*  
Additional Registrar  
of Assurances-I, Kolkata

27.8.09

*Attested by*  
*Attested by*

THIS DEED made this 26<sup>th</sup> day of August Two Thousand and Nine of the

2774  
175  
2794  
650  
2859

5000  
5000  
6500

On 26/08/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.40 hrs on :26/08/2009, at the Private residence by Anudeep Jhunjunwala, Claimant

Admission of Execution(Under Section 58)

Execution is admitted on 26/08/2009 by

1. Haro Prasad Banerjee alias Haro Prasad Bandhapadhyay, son of Lt Santosh Kumar Bandhapadhyay @ Banerjee, 16, Padda Pukur Lane Kolkata-20, Thana Ballygunge, By caste Hindu, by Profession :Retired Person

2. Anudeep Jhunjunwala, Authorised Signatory, Pinnacle Tradecom Pvt. Ltd., 48/ D. Muktaram Babu Street, Kolkata-07, Pan- A A E C P 8221 H, profession :Others

Identified By Amal Das, son of Gour Hari Das 7/1 B, Hazra Road Kolkata-26 Thana ..... by caste Hindu, By Profession :Others.

Name of the Registering officer :Dines Kumar  
Mukhopadhyay  
Designation :A. R. A. -I KOLKATA

On 27/08/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number 23.5 of Indian Stamp Act 1899.

Payment of Fees:

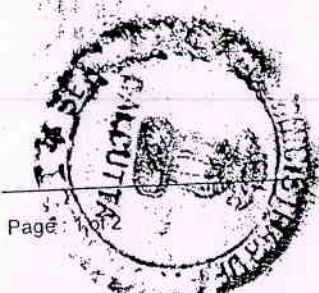
Fee Paid in rupees under article : A(1) = 27676/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:27/08/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 2516838/-

Certified that the required stamp duty of this document is Rs 176198 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

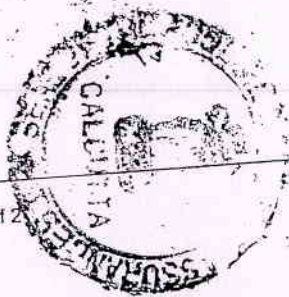


*DK*  
Additional Registrar of  
Assurances [Dines Kumar Mukhopadhyay]  
A. R. A. - I KOLKATA  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF  
KOLKATA  
7 AUG 2009  
Govt. of West Bengal

Government of West Bengal  
Office of the A.R.A. - I KOLKATA  
5, Govt Place (North) KOLKATA - 700001  
Endorsement For deed Number : 09111 of : 2009  
(Serial No. 06284, 2009)

Deficit stamp duty Rs 171220/- is paid, by the draft number 693219, Draft Date 25/08/2009 Bank Name STATE BANK OF INDIA, Kolkata, received on 27/08/2009

Name of the Registering officer : Dines Kumar  
Mukhopadhyay  
Designation : A. R. A. - I KOLKATA



Page : 2 of 2

*Dine*  
Additional Registrar of  
Assurances - Kolkata  
[Dines Kumar Mukhopadhyay]  
A. R. & J. 27 AUG 2009  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF  
KOLKATA  
Govt. of West Bengal

in Bengali language on June 23, 1957, registered in the office of the

Christian Era **BETWEEN HARO PRASAD BANERJEE ALIAS BANDHAPADHYAY**, son of Late Santosh Kumar Bandhapadhyay alias Banerjee, aged about years, by religion - Hindu, nationality - Indian, by occupation - retired from service, residing at 16, Puddapukur Lane, Police Station - Ballygunge, Kolkata 700 020, hereinafter referred to as the "VENDOR" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include his heirs, successors, legal representatives, assigns, executors and administrators) of the **ONE PART**.

**AND**

**PINNACLE TRADECOM PRIVATE LIMITED**, a company within the meaning of the Companies Act, 1956 and having its Registered Office at 48/D, Mukhtaram Babu Street, Kolkata 700 007 bearing **Pan No. AAECPS221H** hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of **THE OTHER PART**

**AND WHEREAS** at all material times prior to the year 1957 one Basanti Devi, wife of Sri Santosh Kumar Bandopadhyay alias Banerjee, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land measuring **2 (two) Cottahs 12 (Twelve) Chittaks**, be the same a little more or less, together with the tile shed structures standing thereon lying and situate at and being Premises No. 14, Puddapukur Lane, Police Station - Ballygunge, Kolkata - 700 020, more fully and particularly described in the Schedule 'A' hereunder written;

**AND WHEREAS** while in peaceful possession and occupation of the aforesaid land, hereditaments and premises No. 14, Puddapukur Lane, the said Basanti Debi made and published her last Will and Testament in Bengali language on June 23, 1957, registered in the office of the

Sub-Registrar at Sealdah, in Book No. III, Volume No. 4, Pages 1 and 2, being No. 43 for the year 1957, bequeathing, inter-alia, the said Premises No. 14, Puddapukur Lane, Kolkata - 700 020, in equal shares to his sons Guru Prasad Bandhapadhyay alias Banerjee and Haro Prasad Bandopadhyay alias Banerjee, appointing Santosh Kumar Banerjee, the husband of the Testator, as the executor to her Will;

**AND WHEREAS** the said Smt. Basanti Devi took her last breathes on November 3, 1990;

**AND WHEREAS** the said Guru Prasad Bandhapadhyay alias Banerjee died intestate on 11<sup>th</sup> October, 1983 leaving behind him his wife Smt. Sushama Banerjee and only daughter Smt. Swapna Mukherjee as the only successors to all his estates including the aforesaid Premises No. 14, Puddapukur Lane, Kolkata - 700 020;

**AND WHEREAS** during her lifetime the said Sushama Banerjee, alongwith Haro Prasad Bandhapadhyay alias Banerjee and Swapna Mukherjee, entered into an agreement for development of the aforesaid Premises No. 14, Puddapukur Lane, Kolkata, as also Premises Nos. 15A and 15B, Puddapukur Lane, Kolkata - 700 020, with one Punit Jajodia and Pratick Jajodia, both sons of Sri P.N. Jajodia, of 10/4/A, Elgin Road, Kolkata - 700 020, on October 5, 1994, on such terms and conditions and considerations as mentioned therein;

**AND WHEREAS** thereafter the said Sushama Banerjee died intestate on 4<sup>th</sup> January, 1998 leaving behind her only daughter Smt. Swapna Mukherjee as her only heir;

**AND WHEREAS** as the said Punit Jajodia and Pratick Jajodia failed to observe their performance as stipulated in the aforesaid agreement for development the Vendor herein and the said Swapna Mukherjee cancelled and/or terminated the said agreement;

**AND WHEREAS** as the probate of the aforesaid Will of the said Basanti Devi could not be obtained by the executor named therein the said Haro Prasad Bandhapadhyay alias Banerjee and Swapna Mukherjee applied for Letters of Administrations to the aforesaid Will before the Delegate of the Learned District Judge at Alipore, South 24 Parganas;

**AND WHEREAS** Letters of Administration to the last Will and Testament dated June 23, 1957, as made and published by Smt. Basanti Devi, since deceased, was granted to Haro Prasad Bandhapadhyay alias Banerjee and Swapna Mukherjee by the Delegate of the Learned District Judge at Alipore, South 24 Parganas, on February 1, 2003, in Act 39 Case No. 104 of 2002 (L.A.);

**AND WHEREAS** after grant of the aforesaid Letters of Administration Sri Haro Prasad Bandopadhyay alias Banerjee became joint owner with the said Smt. Swapna Mukherjee in respect of the said Premises No. 14, Puddapukur Lane, Kolkata - 700 020, having an undivided one-half i.e. 50% share therein

**AND WHEREAS** the said Haro Prasad Bandhapadhyay alias Banerjee mutated his name in the records of the Kolkata Municipal Corporation as one of the owners of the aforesaid property;

**AND WHEREAS** Sri Haro Prasad Bandopadhyay alias Banerjee entered into an agreement for development of the aforesaid property as also for the properties at 15A and 15B, Puddapukur Lane, Kolkata, on 18.02.2005 with one Solace Group of Companies, a Company within the meaning of the Companies Act, 1956, having its registered office at Block -CF No.157, Salt Lake City Kolkata 700 064, on the terms and conditions contained therein;

**AND WHEREAS** both the aforesaid agreements dated 05.10.1994 and 18.02.2005 are not in force and/or not enforceable in law for non-

performance on the part of the Developers mentioned therein and for various other legal reasons;

**AND WHEREAS** the aforesaid Punit Jajodia and Pratick Jajodia filed a suit being T.S. No. 790 of 2008 in the court of the Learned 4<sup>th</sup> Civil Judge at Alipore, South 24 Parganas, against the Vendor herein and the aforesaid Smt. Swapna Mukherjee seeking for specific performance of the aforesaid agreement dated 05.10.1994 and the said suit is pending without any injunction and/or interlocutory orders being granted by the Learned Court;

**AND WHEREAS** the said Solace Group of Companies, filed an application under Section 9 of the Arbitration and Conciliation Act, 1996, being T.S. No. 89 of 2007, in the Court of the Learned District Judge at Alipore, South 24 Parganas, seeking interim measures against the Vendor herein and the said suit is pending without any interim order and/or interlocutory orders being granted;

**AND WHEREAS** the Premises No. 14, Puddapukur Lane, Kolkata - 700 020, is presently occupied by tenants and trespassers occupying various portions of the said three Premises which are adjacent to each other;

**AND WHEREAS** the Vendor is thus fully seized and possessed of and/or otherwise well or sufficiently entitled to ALL THAT the 50% share in the undivided piece and parcel of land measuring 2 (two) Cottahs 12 (Twelve) Chittaks, be the same a little more or less, together with the dilapidated tile shed structures standing thereon measuring about 1000 sq. ft., be the same a little more or less, lying and situate at and being Premises No. 14, Puddapukur Lane, Police Station - Ballygunge, Ward No. 69, within the municipal limits of the Kolkata Municipal Corporation, Kolkata - 700 020, as described in the Schedule 'A' hereunder written, free from all encumbrances except the aforesaid

two litigations and the tenants and trespassers presently occupying the properties;

**AND WHEREAS** the Vendor has decided to sell his undivided share and/or right, title and interest in the aforesaid property to meet some of his urgent financial requirements free from all encumbrances but subject to aforesaid litigations and occupation of tenants and trespassers;

**AND WHEREAS** the Purchaser after coming to know about such intention of the Vendor caused necessary searches regarding the good and marketable title of the Vendor herein in the aforesaid property and after being satisfied about the same approached the Vendor to purchase the undivided 50% share of the Vendor herein in the aforesaid property with the aforesaid litigations and occupation of tenants and trespassers;

**AND WHEREAS** the Vendor herein has accepted the offer of the Purchaser and has agreed to sell his 50% share and/or right, title and interest in the aforesaid property lying and situate at and being Premises Nos. 14, Puddapukur Lane, Kolkata - 700 020, at or for a total consideration of Rs. 20,00,000/- (Rupees twenty lac only).

**NOW THIS DEED WITNESSETH** that:

1. In pursuance of the agreement and in consideration of the sum of **Rs. 20,00,000/- (Rupees twenty lac only)** paid by the Purchaser to the Vendor on or immediately before execution of these presents as per Memo of Consideration below (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of same release and discharge the Purchaser as well as the aforesaid property being the undivided half share of the Premises Nos. 14, Puddapukur Lane, Kolkata - 700 020, hereby sold) the Vendor doth hereby grants, conveys, transfers, assigns and assures unto the Purchaser the property



being ALL THAT the 50% share or interest in the piece and parcel of land measuring **2 (two) Cottahs 12 (Twelve) Chittaks**, be the same a little more or less, together with the dilapidated tile shed structures standing thereon measuring about 1000 sq. ft., be the same a little more or less, lying and situate at and being Premises No. 14, Puddapukur Lane, Police Station - Ballygunge, Ward No. 69, within the municipal limits of the Kolkata Municipal Corporation, Kolkata - 700 020, hereinafter referred to as the "said property", morefully and particularly described in the Schedule 'B' hereunder written and delineated with red ink in the map/plan annexed hereto, on as is where is basis and the reversion or reversions, remainder or remainders, in connection with the Schedule 'B' Property and All the right, title, interest, property claims and demand whatsoever of the Vendor into or upon the said property TO HAVE AND TO HOLD the said property and hereby granted, conveyed, transferred, assigned and assured every part or parts thereof respectively together with his rights, members and appurtenances whatsoever unto the Purchaser absolutely and for ever and free from all encumbrances, trusts, liens and attachments whatsoever save and except the two cases/litigations as mentioned hereinbefore and the trespassers and tenants occupying the said property SUBJECT NEVERTHELESS to easements and/or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said property;

2. **NOTWITHSTANDING** anything contained herein or done hereto before the Vendor has got an absolute right, title and authorities to convey, sell and/or otherwise transfer the said property as described in Schedule 'B' and all rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the Purchaser the said property and that the Vendor has not done or knowingly suffered anything whereby the

said property and/or may be encumbered and/or affected and/or impeached in estate, title or otherwise.

3. The said property is not subject to any encumbrance, charges, trust, liens, attachment or demands whatsoever done by the Vendor now subsisting on the said property and that the same is not the subject matter of any litigation or proceedings and has not been offered as security or otherwise to any Court or revenue Authority save and except those mentioned above and the tenants and trespassers presently occupying the said property.

4. The Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the rents, issues and profits derivable from and out of the said property without any hindrance, interruption or disturbance from or by the Vendor and/or any other person or persons claiming through or under in trust for the Vendor and/or any let, hindrance, interruption or disturbances by any person or persons whomsoever.

5. All the taxes, land revenue and their impositions payable in respect of the said property till date have been fully paid by the Vendor and if any portion of such be found to have remain unpaid for the period unto that the same shall be deemed to be the liability of the Vendor and realizable from the Vendor and payable by the Vendor to the Purchaser.

6. The Vendor shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser, make, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, conveyances, matters, things and assurances whatsoever for further, better or more perfectly assuring the said property and/or part thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

7. The Purchaser shall be entitled to sell, let out on rent, transfer, gift, lease or otherwise alienate the said property hereby sold, conveyed and transferred and/or assigned unto the Purchaser to any person or persons without any consent of the Vendor and/or any other person at any price or consideration at the absolute discretion of the Purchaser.
8. The said property has no encumbrances except those mentioned hereinbefore and the Vendor herein shall not be responsible for any loss suffered and/or payments and/or expenses to be incurred by the Purchaser on account thereof.
9. The Vendor shall, with the execution of these presents, hand over all the documents as mentioned in Schedule 'C' hereunder written.

**THE SCHEDULE 'A' ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land measuring **2 (two) Cottahs 12 (Twelve) Chittaks**, be the same a little more or less, together with the dilapidated tile shed structures standing thereon measuring about 1000 sq. ft., be the same a little more or less, lying and situate at and being Premises No. 14, Puddapukur Lane, Police Station - Ballygunge, Ward No.69, within the municipal limits of the Kolkata Municipal Corporation, Kolkata - 700 020, and butted and bounded by:

ON THE NORTH : By Premises No.13/D Puddapukur Lane  
ON THE EAST : By Premises No.27 Chakraberia Lane  
ON THE SOUTH : By Premises No.17, Puddapukur Lane  
ON THE WEST : By Premises No.15A & 16 Puddapukur Lane

**THE SCHEDULE 'B' ABOVE REFERRED TO**

**ALL THAT** the 50% share and/or right, title and interest in the piece and parcel of land measuring **2 (two) Cottahs 12 (Twelve) Chittaks**, be the same a little more or less, together with the dilapidated tile shed residential structures standing thereon measuring about 500 sq. ft., be the same a little more or less, lying and situate at and being Premises No. 14, Paddapukur Lane, Police Station - Ballygunge, Ward No. 69, within the municipal limits of the Kolkata Municipal Corporation, Kolkata - 700 020, as mentioned in Schedule 'A' hereinbefore written, thereby the 50% share comes to 1 (one) Cottah 6 (six) Chittacks.

**THE SCHEDULE 'C' ABOVE REFERRED TO**

- (i) The original Letters of Administration as granted to Sri Haro Prosad Bandhapadhyay alias Banerjee and Swapna Mukherjee on February 1, 2003, in Act 39 Case No. 104 of 2002 (L.A.) as granted by the Delegate of the Learned District Judge, Alipore, South 24 Parganas;
- (ii) No Objection Certificate signed by the Vendor for the purpose of mutation of the said property in favour of the Purchaser;
- (iii) Letters of Attornment;
- (iv) Copy of the Agreement dated October 5, 1994, entered into by and between Smt. Sushama Banerjee, since deceased, Sri Haro Prosad Bandhapadhyay alias Banerjee and Smt. Swapna Mukherjee of the one part and Sri Punit Jajodia and Pratick Jajodia of the other part;

(v)

Copy of the Agreement dated 18.02.2005 entered into by and between Sri Haro Prasad Banerjee of the one part and Solace Group of Companies of the other part.

IN WITNESS WHEREOF the parties herein have set and subscribed their respective hands and seals to these presents on the day month and year above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR AT KOLKATA IN THE PRESENCE OF :

*Har Prasad Banerjee  
(HARO PRASAD BANERJEE)*

WITNESSES :-

1.

2. *Manik Das  
Advocate  
12/2, Old Post Office Street,  
Kol - - -*  
SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER AT KOLKATA IN THE PRESENCE OF:

PINNACLE TRADECOM PVT. LTD.  
*Anand Singh Wala*  
Authorised Signatory

Witnesses:

1.

2. *Manik Das  
Advocate  
12/2, Old Post Office Street,  
Kol - - -*

*Drafted by me  
Manik Das  
Advocate*



MEMO OF CONSIDERATION

Received from the within named Purchaser  
above mentioned sum of  
Rupees twenty Lacs only as per memo below :

Rs. 20,00,000/-

Paid by Draft No. 272576 Dated 25.08.2009  
Issued by Citibank N.A., Global Consumer Bank  
Kolkata, In favour of Haro Prasad Banerjee

Rs. 20,00,000/-

Rs. 20,00,000/-

*Haro Prasad Banerjee*

(Rupees twenty lac Only)

WITNESSES:-

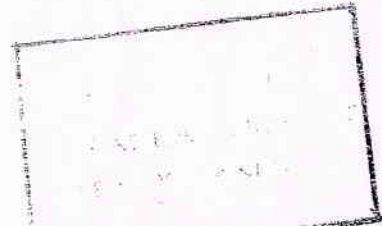
1.

2. *Manik Das*  
*Advocate*

NO. 89

AREA OF LAND	STRUCTURAL AREA
750 SFT (RT SHED)	
750 SFT (RT SHED)	
750 SFT (RT SHED)	

MAP NO.



NO. 89

BORDER



SCALE

19/12

AREA OF LAND  
750 SFT (RT SHED)

PERMITS

*Handwritten signature: Hanu Banjee*

SIG. OF VENDOR  
PINNACLE TRADFCOM PVT. LTD.

*Handwritten signature: Anup Singh*  
(Authorized Signatory)

AREA OF LAND

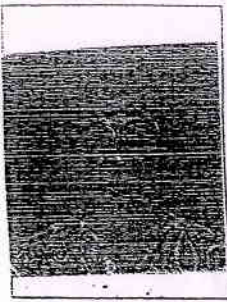
750 SFT (RT SHED)

AREA OF LAND  
750 SFT (RT SHED)

DRAWN BY  
N.C.D.A.S.



PRESENTANT



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

NAME HARO KOS BANERJI  
 SIGNATURE [Handwritten Signature]



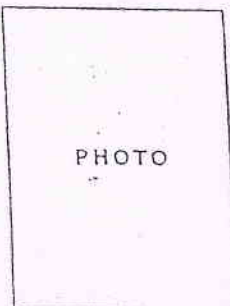
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Left Hand					
Right Hand					

NAME Anu deep Ghoshwala  
 SIGNATURE [Handwritten Signature]



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

NAME .....  
 SIGNATURE .....



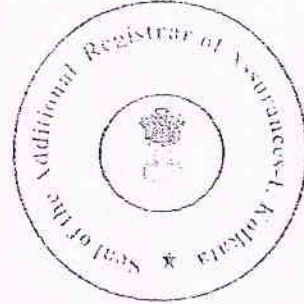
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Right Hand					

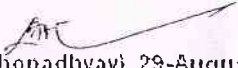
NAME .....  
 SIGNATURE .....



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 8968 to 8985  
being No 09111 for the year 2009.



  
(Dines Kumar Mukhopadhyay) 29-August-2009  
A. R. A. -I KOLKATA  
Office of the A.R.A.-I KOLKATA  
West Bengal