1103/19

I-1025/19

थारजीय पीर ज्यायिक

दस <u>के लिए</u> के TEN रूपये कि अपने RUPEES रूपये कि कि अपने कि RS.10

INDIA NON JUDICIAL

পশ্চিমৰুগ पश्चिम बंगाले WEST BENGAL

29AB 926704







018/

THIS INDENTURE made this 15th day of February, TWO THOUSAND AND NINETEEN

BETWEEN PRADIP RANJAN SARBADHIKARI having Permanent Account No. (PAN)
IEJPS1400H and Adhar Card No. 6541 2949 5745 son of Late Probhat Chandra
Sarbadhikari by faith Hindu presently residing at Premises No. 84, Ballygunge Place under

SANJAY KUMAR BAID Advocate Post Office Street NAME..... ...Kolkata-700 001 - FEB 2019 SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Comp.
2 & 3, K. S. Roy Road, Kol-1 - 1 FEB 2019 1 FEB 2019 ARVIND PROMOTERS PVI. LIL 1 5 FEB 2019 Arnal Rubie As constituted Attorney

Trilok Chand Naita S/o Late Mahabir Prasad Naita 46, Sreedhar Roy Road Kolkata - 700 039

Police Station "Gariahat" Post Office "Ballygunge" in Kolkata Municipal Ward No. 68 in the City of Kolkata having Pin Code No. 700 019 and is herein represented by his constituted attorney namely Mrs. Concepcion Sarbadhikari having Permanent Account No. (PAN) JLMPS1338M wife of Mr. Pradip Ranjan Sarbadhikari by faith Hindu presently residing at Premises No. 84, Ballygunge Place under Police Station "Gariahat" Post Office 'Ballygunge" in Kolkata Municipal Ward No. 68 in the City of Kolkata having Pin Code No. 700 019 duly appointed vide power of attorney dated 12th February 2018 and registered with the Additional Registrar of Assurances III, Kolkata in Book No. IV, volume No. 1903 - 2018 in pages 36521 to 36539 being No. 190301043 for the year 2018 hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and/or any other person(s) claiming any interest or title under or in trust of the Vendor) of the ONE PART AND ANIL KUMAR AGARWALA (PAN ACIPA1830A) son of Shri Damodar Prasad Agarwal by faith Hindu, by occupation Business presently residing at Swarnamani Complex, Block - East, Flat No. 7EA, 7th Floor, 33A, Canal Circular Road, Kankurgachi: Kolkata 700 054 PO Kankurgachi PS Manicktala AND ARVIND PROMOTERS PRIVATE LIMITED (PAN AAFCA8337E) having its registered office situate at No. 113, Park Street, Poddar Point, B Block, 7th floor, Kolkata 700 017 PO & PS Park Street and is herein represented by one of its director Shri Arvind Bubna (PAN ADDPB8185B) son of Shri Rajkumar Bubna by faith Hindu, by occupation Business, of No. 113, Park Street, Poddar Point, B Block, 7th floor, Kolkata 700 017 PO & PS Park Street hereinafter jointly referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include in case of the individual his heirs, executors, administrators, legal representatives and assign/s and in case of the company its successors, successors-in-office, beneficiaries, nominee(s), assigns and/or any other and/or any other body or person(s) claiming any interest or title under the Purchaser or any one of them) of the OTHER PART:

Police Station "Gariahat" Post Office "Ballygunge" in Kolkata Municipal Ward No. 68 in the City of Kolkata having Pin Code No. 700 019 and is herein represented by his constituted attorney namely Mrs. Concepcion Sarbadhikari having Permanent Account No. (PAN) JLMPS1338M wife of Mr. Pradip Ranjan Sarbadhikari by faith Hindu presently residing at Premises No. 84, Ballygunge Place under Police Station "Gariahat" Post Office 'Ballygunge" in Kolkata Municipal Ward No. 68 in the City of Kolkata having Pin Code No. 700 019 duly appointed vide power of attorney dated 12th February 2018 and registered with the Additional Registrar of Assurances III, Kolkata in Book No. IV, volume No. 1903 - 2018 in pages 36521 to 36539 being No. 190301043 for the year 2018 hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and/or any other person(s) claiming any interest or title under or in trust of the Vendor) of the ONE PART AND ANIL KUMAR AGARWALA (PAN ACIPA1830A) son of Shri Damodar Prasad Agarwal by faith Hindu, by occupation Business presently residing at Swarnamani Complex, Block - East, Flat No. 7EA, 7th Floor, 33A, Canal Circular Road, Kankurgachi: Kolkata 700 054 PO Kankurgachi PS Manicktala AND ARVIND PROMOTERS PRIVATE L'MITED (PAN AAFCA8337E) having its registered office situate at No. 113, Park Street, Poddar Point, B Block, 7th floor, Kolkata 700 017 PO & PS Park Street and is herein represented by one of its director Shri Arvind Bubna (PAN ADDPB8185B) son of Shri Raikumar Bubna by faith Hindu, by occupation Business, of No. 113, Park Street, Poddar Point, B Block, 7th floor, Kolkata 700 017 PO & PS Park Street hereinafter jointly referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include in case of the individual his heirs, executors, administrators, legal representatives and assign/s and in case of the company its successors, successors-in-office, beneficiaries, nominee(s), assigns and/or any other and/or any other body or person(s) claiming any interest or title under the Purchaser or any one of them) of the OTHER PART;

WHEREAS "Hindustan Co-operative Insurance Society Limited" formed in 1907 and registered under the Companies Act 1913 acquired, amongst others, a tract of Revenue redeemed land containing by admeasurement an area of about 162 Bighas, be the same a little more or less, in Mouza 'South Ballygunge under Dihi Panchannagram in the District of 24 Parganas between the year 1917 and 1919 and developed the same as per its various Schemes so as to sell and convey in segregated Plots to different persons as Building Sites and built Roads and other necessary facilities and developments thereat:

AND WHEREAS forming out of "Scheme No. IV-A", the said "Hindustan Cooperative Insurance Society Limited" by and under an Indenture of Conveyance executed on 28th day of February 1923 and registered in the Sub-Registry office at Alipore in Book No. I, Volume No. 9 at Pages 251 to 262 Being Deed No. 1004 for the Year 1923 did sell, transfer, convey, assign and assure unto and in favour of "Mrs. Kanaklata Roy" All That an identified piece and parcel of revenue redeemed Land containing by admeasurement an area of 1 Bigha and 5 Cottahs (of which 10 Cottahs were of Tank filled land) being Plot No 8 known as "Premises No. 6 and 6/1/2, Swinhoe Street" (forming part of Larger Premises Nos. 2, 3, 4, 5, 5/1 and 6 Swinhoe Street and Premises No. 21 Rustomji Street) in Mouza 'South Ballygunge, Dihi Panchannagram under Sub-Division-I of Division 5 of Holding No. 50 and 53 within the jurisdiction of Police Station 'Ballygunge', District Registry Office at Alipore, 24 Parganas and hereafter referred to as the "said Land";

AND WHEREAS by and under a Deed of Mortgage executed on the said 28th day of February 1923 and a Deed of Further Charge executed on 14th day of December 1926 and registered in the Sub-Registry Office at Alipore in Book No. I, Volume No. 50 at Pages 138 to 146 Being No. 1499 for the Year 1926, the said Kanaklata Roy in turn mortgaged and charged the said Land in favour of "Hindustan Co-operative Insurance Society Limited" towards securing repayment of the Loan amount obtained from it:

AND WHEREAS in terms of its obligation provided in its Scheme No. IVA, as above recited, the said Hindustan Co-operative Insurance Society Limited, constructed a 40 Feet wide Road alongside the Western part of the said Land, which thereafter on being handed over to the Corporation of Calcutta became named and known as "Ballygunge Place";

AND WHEREAS following discharge of the loan amount obtained by Mrs. Kanaklata Roy, the said Hindustan Co-operative Insurance Society Limited by executing Indenture of Reconveyance on 25th day of November 1930 and registered before the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 103 at Pages 23 to 26 Being Deed No. 4361 for the Year 1930 did reconvey the said Land in favour of the said Mrs. Kanaklata Roy, discharged from any encumbrance, charge, claim or liability;

an Indenture of Conveyance and registered in the Sub-Registry office at Alipore in Book No.

I, Volume No. 72 at Pages 284 to 291 Being Deed No. 4362 for the Year 1930 the said Mrs.

Kanaklata Roy widow of Jatindra Nath Roy did sell, transfer, convey, assign and assure unto and in favour of one Tarakeswar Ganguli All That the said Land absolutely and for ever;

AND WHEREAS the said Tarakeswar Ganguli erected and constructed a One Storied brick built residential Building at a demarcated portion of the said Land for own living;

AND WHEREAS by two independent Indentures of Gifts executed on 12th October 1933, the said Tarakeswar Ganguli demised and bequeathed unto and favour of his two daughters Sujata Lahiri and Sushama Ganguli All That two separated demarcated piece or parcel of land each consisting of an area of 3 Cottahs and 8 Chittacks respectively aggregating to an area of 7 Cottahs, forming out of the said Land;

AND WHEREAS the said Tarakeswar Ganguli died intestate on 16th November 1934 leaving behind him surviving his two sons Kalyan Kumar Ganguli and Manindra Kumar Ganguli as his legal heirs and successors in accord with the then prevailing Hindu Laws;

AND WHEREAS by and under a Bengali Deed of Family Settlement executed on 22nd December 1934 and registered before the Sub-Registrar at Alipore and recorded in in Book No. I, Volume No. 7 at Pages 193 to 199 being Deed No. 7 for the Year 1935 the said Kalyan Kumar Ganguli, Manindra Kumar Ganguli, Sujata Lahiri and Sushama Ganguli being the sons and daughters of Late Tarakeswar Ganguli treating the said Land in its entirety as joint, mutually and voluntarily entered into a "Family Settlement" amongst themselves to segregate the said Land into Four Lots so as to identified exclusive ownerships and ensuring proper utilizations by dividing the same into Lot Nos. "Ka", "Kha", "Ga" and "Gha" on the terms, conditions, covenants and stipulations expressly provided therein;

AND WHEREAS in terms of the said Deed of Family Settlement, Sujata Lahiri and Sushama Ganguli being the daughters of Late Tarakeswar Ganguli were provided with exclusive ownership rights over and in respect of Lot Nos "Kha", and "Ga" consisting of demarcated and segregated portion of the said Land each consisting of an area of 3 Cottahs and 8 Chittacks each (those were bequeathed by virtue of two unregistered Deed of Gifts, as above recited) AND further respective right to stay during their respective life times at another segregated and demarcated portion of the said Land described in Lot "Ka" comprising of 6 Cottahs, 6 Chittacks and 30 Sq. Ft, be the same a little more or less, consisting of the One storied residential building thereat by putting the same as corpus of a Trust;

AND WHEREAS the remaining portion of the said Land being "Lot No. "Gha" of the said Deed of Family Settlement comprising of the remaining demarcated portion consisting

of 11 Cottahs 9 Chittacks and 14 Sq. Ft, be the same little more or less, absolutely devolved upon two sons of Late Tarakeswar Ganguii, namely the said Kalyan Kumar Ganguli and Manindra Kumar Ganguli jointly to the exclusion of anyone else;

AND WHEREAS following the above chain of devolutions, Kalyan Kumar Ganguli and Manindra Kumar Ganguli thus became jointly entitled to and seized and possessed of All That piece or parcel of land containing by admeasurement a segregated and demarcated area of 11 Cottahs 9 Chittacks and 14 Sq. Ft, be the same little more or less forming Lot No. "Gha" of the Deed of Family Settlement absolutely and for ever free from any condition or encumbrance attached thereto, each having undivided ½ part or share therein;

AND WHEREAS the said Kalyan Kumar Ganguli died intestate on 29th July 1935 leaving behind him survivirig his brother Manindra Kumar Ganguli as his sole heir and legal representative in the absence of having either his wife or any child;

and possessed of and/or sufficiently entitled to ALL THAT piece or parcel of land containing by admeasurement a demarcated area of 11 Cottahs 9 Chittacks and 14 Sq. Ft. be the same little more or less comprised in Lot No. "Gha" more fully described in the Deed of Family Settlement absolutely and for ever free from any encumbrance;

AND WHEREAS by and under an Indenture of Conveyance executed on 2nd day of December 1936 and registered in the Sub-Registry Office at Sealdah in Book No. I, Volume No. 41 at Pages 228 to 236 Being Deed No. 2672 for the Year 1936 the said Manindra Kumar Ganguli did sell, transfer, convey, assign and assure unto and in favour of Prabhat Chandra Sarbadhikari, since deceased, and son of Late Krishna Prasad Sarbadhikari All That demarcated piece and parcel of revenue redeemed Land consisting of an area of 8

Cottahs and 5 Chitacks, be the same little more or less, being identified South Western portion of Lot No. "Gna" of the Deed of Family Settlement & being then known as Premises No. 84 & 85 Ballygunge Place absolutely and for ever free from any encumbrance;

AND WHEREAS the said Prabhat Chandra Sarbadhikari, since deceased, during his lifetime erected and constructed a two storied brick built residential building at his purchased piece and parcel of land comprised of 8 Cottahs and 5 Chittacks which was renumbered as Municipal Premises No. 84 Ballygunge Place more fully described in the "Schedule" hereunder written with separate Assessee No. 11-068-04-0151-2 and hereinafter referred to as "the said Premises";

AND WHEREAS the said Prabhat Chandra Sarbadhikari died intestate on or about 27th December 1953 leaving behind him surviving his widow Sovona Sarbadhikari and his son the Vendor abovenamed as his legal heirs and lawful successors, each inheriting, amongst others, undivided ½ part or share of the said Premises;

AND WHEREAS the said Sovona Sarbadhikari and the Vendor thus became jointly seized and possessed of and/or sufficiently entitled to, amongst others, All That the said Premises as absolute and unfette ed Owners thereof, each having undivided ½ part or share therein free from any encumbrance of whatsoever nature.

AND WHEREAS Sovona Sarbadhikari being the mother of the Vendor herein died on or about 25th September 1984 leaving behind her surviving her Last Will and Testament executed on 9th August 1984 whereby and whereunder she demised and bequeathed her undivided ½ part or share of the said Premises unto and in favour of the Vendor absolutely and for ever:

AND WHEREAS the said Last Will and Testament of Sovona Sarbadhikari, since deceased executed on 9th August 1984 was duly probated by the Learned Court of District Delegate at Alipore on 14th day of July 1987 in Act 39 Case No. 263 of 1985;

AND WHEREAS the Vendor thus became absolutely seized and possessed of and/or sufficiently entitled to as absolute Owner of All That Premises No. 84 Ballygunge Place comprised of 8 Cottahs and 5 Chittacks now under Police Station "Gariahat" within Municipal Ward No. 68 of Kolkata Municipal Corporation in the City of Kolkata as described in detail in the "Schedule" hereunder written free from any encumbrance, lien, lispendens, liability or defect in title and had his name duly mutated in the records of the Kolkata Municipal Corporation:

AND WHEREAS thus the deceased father of the Vendor and thereafter the Vendor with his Mother and finally the Vendor himself at all point of time since 1936 were, was, are and is in absolute unencumbered possession, occupation, control and unrettered entitlement of All That the said Premises devoid of any claim, demand, right or title of anyone else or of any charge mortgage, trust, lien, lispendens, attachment or any defect in title by whatever name called or described:

AND WHEREAS the Vendor having decided to sell and transfer the said Premises free from any encumbrance attachment requisition, charge mortgage, claim, demand, liability, lien, lispendans or any defect in title and being approached by the Purchaser herein, it has been mutually agreed and settled by and between the Parties hereto that the Vendor would sell transfer convey assign and assure unto and in favour of the Purchaser herein and the Purchaser would purchase free from any encumbrance, attachment, requisition, charge, mortgage, claim, demand, liability, lien, lispendans or any defect in title All That the undivided one – half (50%) part and/or share into or upon the said Premises at or for the

consideration of Rs.3,85,00,000/= (Rupees Three Crores and Eighty Five Lakhs) only which has been determined to be reasonable market value considering the age of the old and dilapidated Ruilding situated thereat;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs.3,85,00,000/= (Rupees Three Crores and Eighty Five Lakhs) only paid by the Purchaser to the Vendor on or before execution of these presents as per the 'Memo of Consideration' provided hereunder (the receipt whereof the Vendor doth hereby and by the Receipt recorded hereinbelow admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser), the Vendor as absolute beneficial owner doth hereby by these presents indefeasibly grant, sale, convey, transfer, assign and assure unto and in favour of the Purchaser, its successor, successor-inoffice, nominee(s), beneficiaries and/or assigns free from any encumbrance, attachment, alignment, requisition, charge, mortgage, claim, demand, lien, liability, lispendans or any defect in title of whatsoever nature ALL THAT the undivided 1/2 half (50%) part or share of the said Premises more fully described in the First Schedule hereunder written consisting of All That a bounded area of 8 Cottahs and 5 Chittacks, be the same a little more or less and forming Municipal Premises No. 84 Ballygunge Place under Police Station "Gariahat", Post Office "Ballygunge" within the Municipal Ward No. 68 of Kolkata Municipal Corporation in the City of Kolkata having Pin Code No. 700 019 and more particularly detailed in the "Second Schedule" hereunder written and hereinafter referred to as "Undivided part or share of the said Premises' TOGETHER WITH sewers, water-courses, conduits, cables, lying either over or underground along with all unfettered rights, liberties, easements and appurtenances whatsoever common or otherwise OR HOWSOEVER OTHERWISE the Undivided part or share of the said Premises and/or the said Premises and its totality or any part thereof previously or now is or are or was or were situate or situated, butted, bounded, called, known, numbered, described, or distinguished TOGETHER WITH all rights and

benefits and advantages of ancient present or otherwise and other rights, liberties, privileges appendages and appurtenances whatsoever to the said Premises or any part thereof belonging to or in any wise appertaining thereto or with the same usually held, possessed of, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and every part thereof TOGETHER FURTHERMORE all estate, right, title, inheritance, use, trust, claim and demand whatsoever both at law and in equity of the Vendor or anyone else into and upon the said Premises and every part thereof including the Undivided part or share of the said Premises TO HAVE AND TO HOLD the Undivided part or share of the said Premises and every part thereof hereby granted, conveyed, sold, transferred or expressed and intended so to be unto and in favour of the Purchaser with all unfettered absolute rights, benefits, members and appurtenances unto and to the use of the Purchaser its successors, successors-in-office, nominee(s), beneficiaries and/or assigns for ever freed and discharged from any encumbrance, attachment, alignment, requisition, charge, mortgage, claim, demand, lien, liability, lispendans or any defect in title of whatsoever nature by the Vendor well and sufficiently indemnified of and against the same or any others not specified herein created or suffered by the Vendor or his predecessors and/or ancestors-in- title AND the Vendor doth hereby for himself and his heirs, executors, administrators, legal representatives and/or any person whosoever may be claiming any right, title or interest under or in trust of the Vendor covenant and warrant with the Purchaser its successors, successors-in-office, nominee(s), beneficiaries and/or assigns and/or any other person or body deriving any title under the Purchaser or in Trust for it THAT NOTWITHSTANDING any act, deed or thing whatsoever by the Vendor or by any of his ancestors and/or predecessorsin- title done or executed or knowingly suffered to the contrary, he the Vendor had at all material time heretofore and now has full unfettered and unencumbered power, absolute authority and indefeasible title devoid of any claim or demand of anyone else or any restriction, impediment or liability to grant, convey, sell, transfer, assign and assure the said

the Undivided part or share of the said Premises and every part thereof hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and to the use of and in favour of the Purchaser their respective successors, successors-in-office, nominee(s), beneficiaries, executors, heirs, legal representatives and/or assigns and/or any other person or body deriving any title under the Purchaser or in Trust for it free from any encumbrance, attachment, alignment, requisition, charge, mortgage, claim, demand, lien, liability, lispendans or any defect in title of whatsoever nature, in the manner aforesaid AND apart from the Vendor herein no other person or persons including any of his predecessorsin-title or any of his sisters' heirs and/or successors ever had or has nor shall in future have any right title or interest or claim or charge over the Undivided part or share of the said Premises and/or the said Premises or any part thereof AND THAT the Purchaser and/or its successors, successors-in-office, nominee(s), beneficiaries and/or assigns and/or any other person or body deriving any title under the Purchaser or in Trust for it shall and may at all times hereafter hold, possess, enjoy, alienate, promote, develop or otherwise deal with the Undivided part or share of the said Premises and every part thereof and receive appropriate use and enjoy rents issues consideration profits and benefits therefrom in all manners without any lawful claim, demand, hinder, interruptions or disturbances whatsoever from or by the Vendor his predecessors -in-title and/or ancestors or his heirs, legal representatives, executor, administrator, or any person or persons, body or otherwise lawfully or equitably claiming any right, title, interest or estate thereof from or under the Vendor or in trust for him or from or under any of his predecessors-in-title or anyone under his ancestors AND the Vendor by these presents hand over original documents of title of the said Premises as are in his possession and custody unto and in favour of the Purchaser AND THAT the Vendor, his heirs, legal representative, executors administrator and everybody or otherwise lawfully or equitably claiming any estate or interest under him or in trust for the Vendor SHALL AND WILL from time to time and at all time hereafter at the request and costs of the Purchaser or their respective successors, successors-in-office,

nominee(s), beneficiaries, heirs, executors, administrators, legal representatives and/or assigns and/or any other person or body deriving any title under the Purchaser or in Trust for it do and execute or cause to be done, executed and performed all such acts, deeds, undertakings and things whatsoever or by whatever name called or described for further better and more perfectly assuring the Undivided part or share of the said Premises and every part thereof and/or for providing any clarification and/or confirmation as and when or if so required according to the true intent and meaning of these presents as shall or may be reasonably required AND THAT the Vendor doth hereby declare and assure the Purchaser or their respective successors, successors-in-office, nominee(s), beneficiaries, heirs, executors, administrators, legal representatives and/or assigns and/or any other person or body deriving any title under the Purchaser or in Trust for them that the said Premises and every part thereof including the Undivided part or share of the said Premises hereby sold and transferred is fully marketable and there is neither any defect in title, nor any impediment or restriction or any claim of anyone of whatsoever nature or by whatever name called and the Vendor has absolute unencumbered unconditional power, right, tile and legal authority to sell and transfer the Undivided part or share of the said Premises unto and in favour of the Purchaser and no part of the said Premises is hit under the provisions of Urban Land (Ceiling & Regulation) Act or the West Bengal Estate Acquisition Act or any other law for the time being in force AND FURTHER THAT the Vendor, his heirs, executors, administrators, legal representatives shall at all times hereafter indemnify and keep indemnified the Purchaser its successors, successors-in-office, nominee(s), beneficiaries and/or assigns and/or all other person or body deriving any title under the Purchaser or in Trust for it against any loss, damages, costs, consequences, prejudice, or otherwise if any suffered by reason of any misrepresentation, defect in the title or any breach of the covenants herein warranted and assured.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PREMISES)

ALL THAT piece or parcel of land containing by admeasurement an area of 08 Cottahs and 05 Chittacks, be the same a little more or less, together with a dilapidated two storied brick built residential building messuage, and hereditament erected and/or constructed in or about 1937-38 lying and/or situated at and being Municipal Premises No. 84 Ballygunge Place (forming part of original Premises Nos. 84 & 85 Ballygunge Place in Mouza 'South Ballygunge, Dihi Panchannagram, Sub-Division I of Division 5 of Holding No. 50 and 53) under Police Station "Gariahat" (formerly 'Ballygunge') within Municipal Ward No. 68 of Borough No. VIII of Kolkata Municipal Corporation, Post Office "Ballygunge", District Registration Office at Alipore, in the District of 24-Parganas (South) having Pin Code No. 700 019 and butted and bounded in the manner following, that is to say:-

ON THE NORTH by : By private passage forming part of

municipal premises No. 85, Ballygunge

Place;

ON THE EAST by Partly by municipal premises No. 85,

Ballygunge Place and partly by municipal

premises No. 6/3, Anil Maitra Road:

ON THE SOUTH by : Municipal Road (Swinhoe Street) and

ON THE WEST by : By Municipal Road (Ballygunge Place);

OR HOWSOEVER OTHERWISE the said Premises or any part thereof hereby sold transferred conveyed assigned and assured now or heretofore is or are, was or were situated, butted bounded, called, known, numbered, described and distinguished TOGETHER WITH other privileges appendages, appurtenances and easements whatsoever belonging to or in any wise appurtenant or attached thereto. The said Premises is also shown on the map or plan annexed hereto and is delineated within RED borders thereon.

Emcelsion Jarbadin Kare

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNDIVIDED SHARE)

ALL THAT the undivided 1/2 half i.e. 50% part or share of All That Municipal Premises No. 84, Ballygunge Place, Kolkata 700 019 more fully and particularly described in the First Schedule heretofore written TOGETHER WITH all rights and benefits and advantages of ancient or present or otherwise along with privileges appendages and appurtenances whatsoever attached to the said Premises and in every part thereof or in any wise appertaining thereto.

IN WITNESS WHEREOF the PARTIES have hereunto set and subscribed their respective hands and signatures the day, month and year first above written.

SIGNED AND DELIVERED

by the withinnamed VENDOR

in the presence of:

Trilok Chand Naita S/o Late Mahabir Prasad Naita 46, Sreedhar Roy Road Kolkaka - 700 039

Left

Right

PRODYPTO SARBADA

393 DURIE ST.

TORONTO, ON M6S 365

CANADA

SIGNED AND DELIVERED

by the withinnamed PURCHASER

in the presence of :

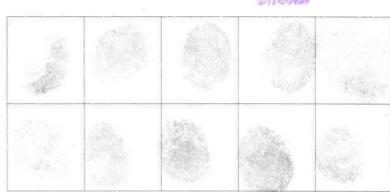
ARVIND PROMOTESS PVI. L

Arand Bubro. Director

Left Right

Left

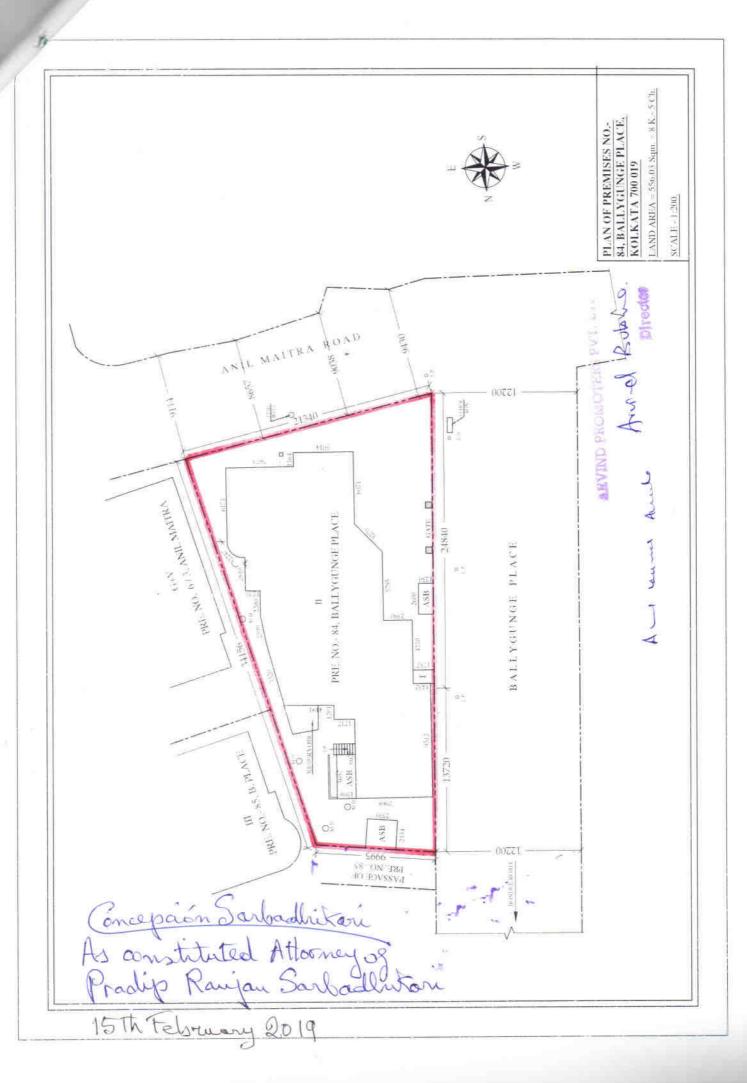
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Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. ALIPORE, District Name: South 24-Parganas Signature / LTI Sheet of Query No/Year 16051000033018/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Concepcion Sarbadhikari 84 Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Attorney of Seller [Mr Pradip Ranjan Sarbadhik ari]			Concepcion Sarba 15th February
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Anil Kumar Agarwala Swarnarriani Complex, 33A Canal Circular Road Kankur, Block/Sector: Block East, Flat No; 7EA, 7th Floor, P.O:- Kankurgach, P.S:- Manicktola, Kolkata, District:-Kolkata, West Bengal, India, PIN:- 700054	Buyer			A - man there is 15/00/21

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Arvind Bubna 113 Park Street, Poddar Point, Block/Sector: B Block, 7th Floor, P.O:- Park Street, P.S:- Park Street, Kolkata, District;- Kolkata, West Bengal, India, PIN - 700017	Represent ative of Buyer [Arvind Promoters Private Limited]			Arnah Bub ra.
SI No.	Name and Address of	identifier	ldentifier	of	Signature with date
1	Mr Trilok Chand Nalta Son of Late Manabir Pra 46 Sreedhar Roy Road, F P.S:- Tiljala, Kolkata. Dis 24-Parganas, West Beng PIN - 700039	P.O:- Tiljala, trict:-South	Mrs Goncepcion Sarbadhil Agarwala, Mr Arvind Bubn		of the state of th

(Sukanya Talukdar)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.

South 24-Parganas, West Bengal

ALIPORE

MAHABIR PRASAD WAITA

GITA DEVI NAITA

LATA DEVI WAITA

46, SREEDHAR ROY ROAD, BL-1, FLAT-146

SWASTIC GARDEN, TILJALA, KOLKATA

PIN:700039, WEST BENGAL, INDIA

H6979960 05/10/2009

KOLKATA

CA2071435637518

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MALIAN

TRILOR CHAND

KOLKATA, WEST SENGAL

20/112/15/66

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KC1.KATA

22/08/2025

23/08/2018

PKINDBALTAKKIRI LOKKCHANDAKKKKKKKKKKKKKKKK 157-127-157-157-157-158-1581188-2M1033-159-96845-1551-754-75 आयकर विभाग INCOMETAX DEPART ENT



मारत सरकार GOVI. OF BYDIA



्राधी संख्या मीखना कवि - ment Account Number Said

JLMPS1338M

THE / Name CONCEPCION SARBADHIKARI

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Concepción Sanbadlikari

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आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA



म्थायी लेखा संख्या काई Permanent Account Number Card

IEJPS1400H

PRADIP RANJAN SARBADHIKARI

पिता का नाम/ Father's Name PRABHAT CHANDRA SARBADHIKARI

जन्म की तारीख / Date of Birth 04/05/1934

हस्ताक्षर/ Signature



Snadip Sarbadhikari

इस कार्ड के खोने । पाने पर कृपया सूचित करें । लौटाएं : आयकर पेन सेवा इकाई, एन एस डी एल 5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडल कालोनी, दीप बंगला चौक के पास, पुणे-411 016.

If this card is lost / someone's lost card is found, com / return to : NISDL

THE ROLL TO PERMANENT ACCOUNT NUMBER ACIPA1830A





ANIL KUMAR AGARWALA

FREE BY HE PATHER'S NAME

DAMODAR PRASAD AGARWAL

THE RIE PLATE OF BIRTH

11-07-1966

FRIME ISIGHATURE

आग्रामण आयुष्ट, पार्च भा

COMMISSIONER OF INCOME-TAX, W.B - II

इस कार्ड के जो / मिल जाने पर कृष्णा जारी करने वाले प्राधिकारी को सुचित । वायस कर वें सहारक आकार आयुक्त

9.7.

वीरंगी क्यामर

क्लक्स - 700 069.

in case this card is loss found, kindly inform/return to the issuing authority:

Assistant Commissioner of Income-tax.

197.

Chawringhee Square,

Calcutte- Tes 059.

आधकर विनाम 😩 मारत सरकार १९०२मा वर्षाम्बर्गास्टर 🎂 GOVT OFTADIA

ARVIND PROMOTERS PRIVATE

AAFCAB337E

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

GRN:

19-201819-034175414-2

01107022019SST840629114

Payment Mode

Counter Payment

GRN Date: 05/02/2019 18:05:38

Bank:

AXIS Bank

BRN:

BRN Date: 07/02/2019 00:00:00

DEPOSITOR'S DETAILS

ld No.: 16051000033018/4/2019

[Query No./Query Year]

Name:

Swastic Heights Pvt Ltd

Contact No. :

Mobile No.: +91 9831312312

E-mail:

Address:

212 Ballygunge Place Kolkata 700019

Applicant Name:

Mr Anil Kumar Agarwala

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks :

Sale, Sale Document Payment No 4

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
ř	16051000033018/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	2695020
2	16051000033018/4/2019	Property Registration-Registration Fees	0030-03-104-001-16	385014

3080034 Total

In Words:

Rupees Thirty Lakh Eighty Thousand Thirty Four only

Major Information of the Deed

Deed No :	1-1605-01025/2019	Date of Basis, 4			
Query No / Year	1605-1000033018/2019	Date of Registration	19/02/2019		
		Office where deed is registered			
Applicant Name, Address	04/02/2019 4:29:31 PM	A.D.S.R. ALIPORE, District: South 24-Pargar			
& Other Details	Anii Kumar Agarwala 33a Canal Circular Road, Thana: Manicktola, District: Kolkata, WEST BENGAL, PIN 700054, Mobile No.: 9831312355, Status: Buyer/Claimant				
Transaction	799101200	Additional Transaction			
[0101] Sale, Sale Document					
Set Forth value	•	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]			
Rs 3,85,00,000/-		Market Value Rs. 3,85,00,000/- Registration Fee Paid			
Stampduty Paid(SD)					
Rs. 26,95,030/- (Article 23)					
Remarks	Panalus III III	Rs. 3,85,014/- (Article:A(1), E)		
	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing t	he assement slip.(Urb		

Land Details :

District: South 24-Parganas, P.S.- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ballygunge

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land	SetForth	Market Value (In Rs.)	Other Details
			Bastu	*	4 Katha 2 Chatak 22.5 Sq Ft	3,60.00 000/-		Property is on Road
	Grand	Total:			6.8578Dec	360,00,000 /-	360,00,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure		Market value	Other Details
	On Land L1		Value (In Rs.)	(In Rs.)	
	SCHOOL ET	3000 Sq Ft	25,00,000/-	25,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type:

Floor No. 1, Area of floor: 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type:

Total:	3000 sq ft	25,00,000 /-	25,00,000 /-

Seller Details :

SI No	Name, Address, Photo, Finger print and Signature
	Mr Pradip Ranjan Sarbadhikari Son of Late Prabhat Chandra Sarbadhikari 84 Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.: IEJPS1400H, Status Individual, Executed by: Attorney, Executed by: Attorney

Major Information of the Deed :- I-1605-01025/2019-19/02/2019

Buyer Details :

SI No	Name, Address, Photo, Finger print and Signature
	Mr Anil Kumar Agarwala (Presentant) Son of Mr Damodar Prasad Agarwal Swarnamani Complex, 33A Canal Circular Road Kankur, Block/Sector: Block East, Flat No. 7EA, 7th Floor, P.O Kankurgachi, P.S Manicktola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACIPA1830A, Statu Individual, Executed by Self, Date of Execution: 15/02/2019 Admitted by Self, Date of Admission: 15/02/2019, Place: Pvt. Residence
	Arvind Promoters Private Limited 113 Park Street, Poddar Point, 7th Floor, Block/Sector: Block B, P.O:- Park Street, P.S:- Park Street, Kolkata, District - Kolkata, West Bengal, India, PIN - 700017, PAN No.:: AAFCA8337E, Status: Organization, Executed by: Representative

Attorney Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mrs Concepcion Sarbadhikari Wife of Mr Pradip Ranjan Sarbadhikari 84-Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: JLMPS1338M Status: Attorney, Attorney of: Mr Pradip Ranjan Sarbadhikari

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mr Arvind Bubna
	Son of Mr. Rajkumar Bubna 113 Park Street, Poddar Point, Block/Sector: B Block, 7th Floor, P.O:- Park Street, P.S Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADDPB8185B Status: Representative, Representative of: Arvind Promoters Private Limited (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Trilok Chand Naita Son of Late Mahabir Prasad Naita 46 Sreedhar Roy Road, P.O.: Tiljala, P.S.: Tiljala, Kolkata, DistrictSouth 24- Parganas, West Bengal, India, PIN - 700039			Oignature

Identifier Of Mrs Concepcion Sarbadhikari, Mr Anil Kumar Agarwala, Mr Arvind Bubna

Major Information of the Deed :- I-1605-01025/2019-19/02/2019

rans	fer of property for L1				
SI.No	From To. with area (Name-Area)				
1	Mr Pradio Ranjan Sarbadhikari	Mr Anil Kumar Agarwala-3.42891 Dec, Arvind Promoters Private Limited-3.42891 Dec			
Trans	fer of property for S1				
SI.No	From	To. with area (Name-Area)			
1	Mr Pradip Ranjan Sarbadnikari	Mr Anil Kumar Agarwala-1500.00000000 Sq Ft, Arvind Promoters Private Limited- 1500.00000000 Sq Ft			

Endorsement For Deed Number : I - 160501025 / 2019

On 04-02-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,85,00,000/-



Sukanya Talukdar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 15-02-2019

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

Presented for registration at 18:05 hrs on 15-02-2019, at the Private residence by Mr. Anil Kumar Agarwala , one of the Claimants.

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

Execution is admitted on 15/02/2019 by Mr Anil Kumar Agarwala, Son of Mr Damodar Prasad Agarwal, Swarnamani Complex, 33A Canal Circular Road Kankur, Sector: Block East, Flat No: 7EA, 7th Floor, P.O: Kankurgachi, Thana: Manicktola, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business

Indetified by Mr Trilok Chand Naita. , , Son of Late Mahabir Prasad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

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

Execution is admitted on 15-02-2019 by Mr Arvind Bubna, DIRECTOR, Arvind Promoters Private Limited, 113 Park Street, Poddar Point, 7th Floor, Block/Sector, Block B, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr Trilok Chand Naita..., Son of Late Mahabir Prasad Naita, 46 Sreedhar Roy Road, P.O. Tiljala, Thana: Tiljala. City/Town KOLKATA South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Executed by Attorney

Execution by Mrs Concepcion Sarbadhikari, , Wife of Mr Pradip Ranjan Sarbadhikari, 84 Ballygunge Place, P.O. Ballygunge, Triana Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu by profession Others as the constituted attorney of Mr Pradip Ranjan Sarbadhikari 84 Ballygunge Place, P.O. Ballygunge, Thana. Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019 is admitted by nim.

Major Information of the Deed - I-1605-01025/2019-19/02/2019

indetified by Mr Trilok Chand Naita, , , Son of Late Mahabir Prasad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Than Tiljala, , City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Salulida.

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRA OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 18-02-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,85,014/- (A(1) = Rs 3,85,000/-,E = Rs 1,85,014/-) and Registration Fees paid by by online = Rs 3,85,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of William on 07/02/2019 12:00AM with Govt. Ref. No: 192018190341754142 on 05-02-2019, Amount Rs: 3,85,014/-, Bank AXIS Bank (UTIB00000005), Ref. No. 01107022019SST8406291141 on 07-02-2019, Head of Account 0030-0104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 26,95,020/- and Stamp Duty paid by by online = 26,95,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 07/02/2019 12:00AM with Govt. Ref. No. 192018190341754142 on 05-02-2019, Amount Rs: 26,95,020/-Bank. AXIS Bank (UTIB0000005), Ref. No. 01107022019SST8406291141 on 07-02-2019, Head of Account 0030-0103-003-02

Salulida.

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRA OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 19-02-2019

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

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

Major Information of the Deed - I-1605-01025/2019-19/02/2019

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 26,95,020/- and Stamp Duty paid by Stamp Rs 10/ Description of Stamp

1. Stamp Type Impressed, Serial no 134771, Amount: Rs. 10/-, Date of Purchase: 01/02/2019, Vendor name: Suranja Mukherjeee

Sahulula..

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE South 24-Parganas, West Bengal

Major Information of the Deed - I-1605-01025/2019-19/02/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 37214 to 37245 being No 160501025 for the year 2019.



Salidale...

Digitally signed by SUKANYA TALUKDAR

Date: 2019.02.26 15:55:33 +05:30 Reason: Digital Signing of Deed.

(Sukanya Talukdar) 26/02/2019 15:55:28 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)

RECEIPT

RECEIVED from the within named Purchaser in full and final satisfaction the consideration amount as agreed as per Memo below Rs.3,85,00,000/-

MEMO OF CONSIDERATION:

Date	Pay Order No.	Drawn On	Amount Rs.	In favour of
11.02.2019	472904	Kotak Mahindra Bank	1,46,45,400/=	Pradip Ranjan Sarbadhikari
		TDS	46,04,600/=	
15.02.2019	105605	Standard Chartered Bank	1,46,45,400/=	Pradip Ranjan Sarbadhikari
(Rupees Thre	ee Crores and Eig	TDS hty Five Lakhs) Only Rs	46.04,600/= .3.85,00,000/=	

WITNESS:

Concepción Sarbadhitari Als constituted Attorney Of Pradip Ranjan Sorbad

