

2 5 JAN 2012 BL. NO. 36401 DATE. Flormlongo Vinimay Pri 24 2085. 27 Brabowene Road. NAME. ANT 5000+ (Are Thousand only) Ko1-1 Plamingo Vinimsy Private Limited KOLKATA REGIS. KATICI: OFFICE Srowed &. Directors/Authorised Signaturies Calico Barter Private Limited Sycuroli. Directoris/Authorised Stractorice अमे जामारी भड़ा Arindam Muchegies. a The Course of LONG. No. 30 JAN 2012

SMT. SREE KUMARI BHATTER (PAN: ADVPB 5903 F), wife of Sri Prabhu Dayal Bhatter, by faith Hindu, by occupation – House wife by nationality Indian and SRI ARVIND KUMAR BHATTER (PAN: AHFPB 3039 G), Son of Sri Prabhu Dayal Bhatter, by faith Hindu, by occupation-Business, nationality Indian both residing at 30, Kali Krishna Tagore Street Kolkata - 700 007, P. S. Jorabagan, in the town of Kolkata, hereinafter jointly referred to as the "VENDORS" (which expression shall, unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART.

#### AND

(1) M/S. FLAMINGO VINIMAY (P) LTD. (PAN : AABCF 8758 Q) a company incorporated under the Companies Act, 1956 having its registered office at 27, Brabourne Road, P.S. - Hare Street, Kolkata - 700 001, represented by its Authorised Signatory SRI SUSHIL KUMAR AGARWALA son of Sri Gajanand Agarwala of 9, Bikram Garh, P.S. -Jadavpur, Kolkata - 700 032, (2) M/S. BARBRIK VILLA (P) LTD. (PAN: AAECB 7763 L) a company incorporated under the Companies Act, 1956 having its registered office at Room No. 302, 3RD Floor, Narayani Building, 27, Brabourne Road, P.S.- Hare Street, Kolkata - 700 001, represented by its Director SRI NARESH AGARWAL son of Sri Shankarlal Agarwal residing at Ganges Garden, Phase - II, Block GA-6, 106, K.C Sigha Road, P.S. - Shibpur, Howrah - 711 102 (3) M/S.CALICO BARTER (P) LTD. (PAN: AAECC 6735 F) a company incorporated under the Companies Act, 1956 having its registered office at 53/4, P.N. Midya Road, P.S. - Belgharia, Kolkata - 700 056, represented by its Authorised Signatory SRI SUSHIL KUMAR AGARWALA son of Sri Gajanand Agarwala of 9, Bikram Garh, P.S. - Jadavpur, Kolkata - 700 032 and (4) M/S. SMITA TRADECOM (P) LTD. (PAN : AAQCS 7377 F) a company incorporated under the Companies Act, 1956 having its registered office at 14, Netaji Subhash Road, P.S. - Hare Street, Kolkata - 700 001, represented by its Director SRI BIJAY KUMAR AGARWAL son of Late

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Ram Prasad Agarwal residing at 35A, Ballygunj Park, 8th Floor, P.S. - Karaya, Kolkata - 700 019 hereinafter collectively referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective successors, successors-in-office, representatives and assigns) of the SECOND PART.

WHEREAS one Kumar Manmatha Nath Mittra Bahadur was the absolute owner of messuages lands hereditaments and premises No. 34, Shyampukur Street, in the town of Calcutta.

AND WHEREAS the said Kumar Manmatha Nath Mittra Bahadur left a will dated 24th August, 1934 and two codicils thereto dated 24th August 1934 and 22ad September, 1934 respectively.

AND WHEREAS by the aforesaid will be divided his dewelling house i.e., premises No. 34, Shyampukur Street, Calcutta into six portions shown in the plan annexed thereto.

AND WHEREAS one Bijoy Kumar Mittra Bahadur, now deceased, the sixth son of the aforesaid Kumar Manmatha Nath Mittra Bahadur was given inter alia, the property (mentioned in Schedule "Una" of the aforesaid will) measuring about 14 (fourteen) Cottahs 9 (Nine) Chittacks 32.76 sq.ft. more or less.

AND WHEREAS the aforesaid will of Late Kumar Manmatha Nath Mittra Bahadur was probated in the year 1935 before the Hon'ble High Court at Calcutta.

AND WHEREAS Hemanta Kumar Mittra one of the Executors and a Legatee of Late Kumar Manmatha Nath Mittra Bahadur filed a partition and administration Suit (Suit No. 4764 of 1951) in the High Court at Calcutta in its Ordinary Original Civil Jurisdiction for construction of the

will dated 24-08-1934 and the codicils dated 24-08-1934 and 22-09-1934 respectively of Kumar Manmatha Nath Mittra Bahadur deceased, declaration of the rights of the parties and/or partition and/or distribution of the properties among the parties.

AND WHEREAS the aforesaid Bijoy Kumar Mittra now deceased was the defendant No. 3 in the aforesaid suit and after the demise of the said Bijoy Kumar Mittra who died intestate, his three sons, Sri Amiya Kumar Mittra, Sri Panchcowrie Mittra and Sri Sasanka Kumar Mittra as his only legal heirs and representatives were substituted in the said suit and made parties as defendant Nos. 3A, 3B and 3C respectively;

AND WHEREAS the aforesaid suit was decreed in preliminary form on 10-05-1965 and final decree in respect of immovable properties was passed on 25-09-1981 in the said suit by the Hon'ble High Court at Calcutta.

AND WHERAS the aforesaid Amiya Kumar Mittra, Panchcowrie Mittra and Sasanka Kumar Mittra, sons of Late Bijoy Kumar Mittra were absolutely seized and possessed of or otherwise well and sufficiently entitled to premises with brick built structures standing thereon (dilapidated condition) TOGETHER WITH piece and parcel of land thereunto belonging whereon or on part whereof the same is erected and built containing 14 (fourteen) Cottahs 9 (Nine) Chittacks 32.76 sq.ft. more or less. in two contiguous plots separated by a 20 ft. wide common passage running South to North from Shyampukur Street, situate lying at and being portion of the said Premises No. 34, Shyampukur Street, Calcutta - 700 004.

AND WHEREAS the names of the said Amiya Kumar Mittra, Panchcowrie Mittra and Sasanka Kumar Mittra sons of Late Bijoy Kumar Mittra mutated their names as the owners of the said premises with brick built structures standing thereon (dilapidated condition) TOGETHER WITH piece and parcel of land thereunto belonging whereon or on part whereof

the same was erected and built containing 14 (fourteen) Cottahs 9 (Nine) Chittacks 32.76 sq.ft. more or less in two contiguous plots separated by a 20 ft. wide common passage as hereinbefore recited situate lying at and previously being portion of the said Premises No. 34, Shyampukur Street, Calcutta - 700 004, now numbered as premises No. 34B, Shyampukur Street, Calcutta - 700 004.

AND WHEREAS by a Deed of Conveyance made on 22nd day of August. 1986 and made between the said Sri Amiya Kumar Mittra son of late Bijoy Kumar Mittra represented by his constituted Attorney Sri Panchcowrie Mittra son of Late Bijay Kumar Mittra described therein as the Vendor of the one part and Sri Arvind Kumar Bhatter son of Sri Hardayal Bhatter one of the Vendors herein described therein as the Purchaser of the other part, the said Sri Amiya Kumar Mittra the Vendor thereinnamed sold, transferred and conveyed ALL THAT the undivided 1/4rd part or share of and in all that piece and parcel of land measuage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less alongwith brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata-700 004, in two contiguous portions separated by a 20' wide common passage, in favour of one of the Vendors herein as such Purchaser thereinnamed i.e. to say the said Sri Arvind Kumar Bhatter for valuable consideration thereinmentioned and more particularly described in the Schedule thereunder written and delineated in the plan annexed thereto and thereon bordered green and the said Deed of Conveyance was registered in the office of the Sub-Registrar of Assurrances at Calcutta and recorded therein in Book No.1, Volume No. 245, Pages 409 to 426, Being No. 10773 for .the year 1986 and delivered possession thereof.

AND WHEREAS by another Deed of Conveyance made on 22nd day of August, 1986 and made between the said Sri Panchcowrie Mittra, Son of

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Late Bijoy Kumar Mittra described therein as the Vendor of the One Part and Sri Nand Kumar Bhatter son of Sri Har Dayal Bhatter described therein as the Purchaser of the Other Part the said Sri Panchcowrie Mittra the Vendor thereinnamed sold, transferred and conveyed ALL THAT the undivided 1/3rd part or share of and in all that piece and parcel of land messuage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less alongwith brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata - 700 004, in two contiguous portions separated by a 20' wide common passage, in favour of the Purchaser thereinnamed i.e to say the said Sri Namd Kumar Bhatter for valuable consideration therein mentioned and more particularly described in the Schedule thereunder written and delineated in the plan annexed thereto and thereon bordered green and the said Deed of Conveyance was registered in the office of the Sub-Registrar of Assurrances at Calcutta and recorded therein in Book No.1, Volume No. 245, Pages 389 to 408, Being No. 10772 for the year 1986 and delivered possession thereof.

AND WHEREAS by another Deed of Conveyance made on 22nd day of August, 1986 and made between the said Sri Sasanka Kumar Mittra, Son of Late Bijoy Kumar Mittra described therein as the Vendor of the One Part and Smt. Sree Kumari Bhatter wife of Sri Prabhu Dayal Bhatter the other Vendor herein described therein as the Purchaser of the Other Part, the said Sri Sasanka Kumar Mittra the Vendor thereinnamed sold transferred and conveyed ALL THAT the undivided 1/4rd part or share of and in all that piece and parcel of land measuage, tenement hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less along with brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances

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thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata - 700 004, in two contiguous portions separated by a 20' wide common passage, in favour of the said Smt. Sree Kumari Bhatter the other Vendor herein as such Purchaser therin named for valuable consideration therein mentioned and more particularly described in the Schedule thereunder written and delineated in the plan annexed thereto and thereon bordered green and the said Deed of Conveyance was registered in the office of the Sub-Registrar of Assurrances at Calcutta and recorded therein in Book No.1, Volume No. 245, Pages 371 to 388, Being No. 10771 for the year 1986 and delivered possession thereof.

AND WHEREAS since aforesaid Purchases, the said Sri Arvind Kumar Bhatter one of the Vendors herein, Sri Nand Kumar Bhatter and the said Smt. Sree Kumari Bhatter the other Vendor herein are the joint Owners of ALL THAT the piece and parcel of land messuage, tenement, hereditaments and premises containing an area of 14 Cottahs 9 Chittacks 32.76 Square feet be the same a little more or less along with brick built structures (in dilapidated condition) with compound, boundary wall on three sides, outhouse, ways, passages, water, light, rights, easements, privileges, benefits, advantages and appurtenances thereto of whatsoever nature being Premises No. 34B, Shyam Pukur Street, Kolkata-700 004, in two contiguous portions separated by a 20' wide common passage and hereinafter collectively referred to as the "Entire Property" and got their names collectively mutated in the records of the Calcutta Municipal Corporation in respect of the said Entire Property being known as Municipal Premises No. 34B, Shyam Pukur Street, Calcutta-700 004 and are paying taxes regularly, each having an undivided 1/3rd share in aforesaid Entire Property.

AND WHEREAS by a Deed of Partition dated 16.12.2005 made between the said Smt. Sree Kumari Bhatter the other Vendor herein therein referred to as the First Party of the First Part, Sri Nand Kumar Bhatter therein referred to as the Second Party of the Second Part and the said

Sri Arvind Kumar Bhatter one of the Vendors herein therein referred to as the Third Party of the Third Part in respect of the said Entire Property divided into two lots one western portion marked as Lot 'A' and another eastern portion marked as Lot 'B' separated by 20 ft. wide common passage running between the two portions of the said Entire Property from south to north. The said western portion marked as Lot "A" of the said Entire Property measuring 7 Cottahs 0 Chittacks 40.58 sq.ft. be the same a little more or less out of which 3478.50 sq.ft. of land area and 1876.50 sq.ft. of land area respectively togetherwith old dilapidated structure measuring 380.75 sq.ft. standing thereon according to their respective shares of land area as aforesaid was mutually and amicably allotted to the said Sri Nand Kumar Bhatter and the said Sri Arvind Kumar Bhatter one of the Vendors herein i.e. to say the said Nand Kumar Bhatter and the said Arvind Kumar Bhatter one of the Vendors herein jointly and absolutely and morefully and particularly described in the Second Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in the boundary lines in RED Verge marked as Lot "A" and the said eastern portion marked as Lot "B" of the said Entire Property measuring 7 Cottahs 7 Chittacks 0 sq.ft. be the same a little more or less out of which 1602.02 sq.ft. of land area and 3478.50 sq.ft. of land area respectively togetherwith old dilapidated structure measuring 185.55 sq.ft. standing thereon according to their respective shares of land area as aforesaid was mutually and amicably allotted to the said Sri Arvind Kumar Bhatter one of the Vendors herein and the said Smt. Sree Kumari Bhatter the other Vendor herein respectively i.e. to say the said Sri Arvind Kumar Bhatter and the said Smt. Sree Kumari Bhatter the Vendors herein jointly and absolutely and morefully and particularly described in the Third Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in the boundary lines in YELLOW Verge marked as Lot "B" and the said Deed of Partition was registered in the office of the Addl. Registrar of Assurrances - II Kolkata and recorded therein in Book No.1, Volume No. 1, Pages 1 to 29, Being No. 2069 for the year 2006.

AND WHEREAS by a Deed of Declaration dated the 3et day of January, 2012 and made between the said Smt. Sree Kumari Bhatter the other Vendor herein therein referred to as the First Party of the First Part, the said Sri Nand Kumar Bhatter therein referred to as the Second Party of the Second Part and the said Sri Arvind Kumar Bhatter one of the Vendors herein therein referred to as the Third Party of the Third Part and presented for registration at the Office of the Additional Registrar of Assurances – II, Kolkata, it was inter alia declared that the allotment of the shares in respect of the said Entire Property and alloted to the said Sri Arvind Kumar Bhatter one of the Vendors herein therein referred to as the Third Party of the Third Part and described in clauses 1 and 2 of the operative portion of the said Deed of Partition dated the 16th day of December 2005 be rectified in manner therein contained.

AND WHEREAS the Vendors herein are the absolute joint owners of land measuring 7 Cottahs 7 Chittacks 0 sq.ft. be the same a little more or less togetherwith old dilapidated structure measuring 185.55 sq.ft. standing thereon being the portion of premises No. 34B, Shyam Pukur Street, in the town of Kolkata and marked as Lot "B" together with all rights benefits easements and advantages of and in the said 20' wide common passage and hereinafter collectively referred to as the "said Property" morefully and particularly mentioned and described in the Schedule hereunder written together with all rights in common areas, sewers, drains, water courses, lights, liberties, easements, appendages and appurtenances whatsoever. The said Sri Arvind Kumar Bhatter one of the Vendors herein is the Owner of undivided 1876.50 Square feet of land and the said Smt. Sree Kumari Bhatter the other Vendor herein is the Owner of the remaining undivided 3476.50 Square feet both out of 7 cottahs 7 Chittacks 0 Sq.ft. in Lot "B" and comprised in the said Property free from all encumbrances and liabilities whatsoever and got their names mutated in the records of Kolkata Municipal Corporation being premises No. 34B/1, Shyam Pukur Street, in the town of Kolkata under Assessee No. 110104201878 and paying regular taxes.

AND WHEREAS the Vendors abovenamed have represented and assured the Purchasers herein as follow: -

- a) That the Vendors are jointly seised and possessed of or otherwise well and sufficiently entitled to the said property or the Schedule property hereunder written and hereinbefore as well as hereinafter referred to as the "said Property".
- b) That the Vendors are jointly in exclusive khas possession and occupation of the said Property and that no one has any claim over and in respect of the said Property other than the Vendors herein.
- c) That the "said Property" is free from all encumbrances, charges, liens, lispendens, claims, demands, liabilities, acquisition, requisition, alignments and trust whatsoever.
- d) That the Vendors have not entered into any agreement for sale of the said Property with anybody other than the Purchasers herein.
- e) That the "said Property" is not affected by any attachment including attachment under any bertificate case of any proceeding started at the instance of the Income Tax authorities or Estate Duty authorities or other Government authorities under the public demands Recovery Act or any other Acts or other wise whatsoever AND THAT there is no certificate case or proceedings pendings against the Vendors for realisation of arrears of Income Tax or other Taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- f) That the said Property is not subject to any acquisition or requisition proceedings.
- That there is no suit or proceedings pending in any court of law in respect of the said Property or any part thereof.

h) That Vendors shall indemnify to the Purchasers in all respects if the title of the said Property is found to be defective or not fully transferable to the Purchasers as intended herein.

AND WHEREAS relying on the aforesaid representations and assurances of the Vendors and beleving the same to be true and correct and acting on the good faith thereof the Purchasers have agreed to purchase absolutely ALL THAT the piece or parcel of land measuring 7 Cottahs 7 Chittacks 0 sq.ft. be the same a little more or less togetherwith old dilapidated structure measuring 185.55 sq.ft. standing thereon situate lying at and being Municipal Premises No. 34B/1, Shyampukur Street, Kolkata-700 004, P. S. - Shyampukur, Ward No. 10 under The Kolkata Municipal Corporation and delineated in the map or plan hereto annexed and thereon bordered RED together with all rights, benefits, easements and advantages of and in the 20' wide common passage and also delineated in the said map or plan hereto annexed and thereon bordered YELLOW and hereinbefore as well as hereinafter collectively referred to as the "said Property" more particularly described in the Schedule hereunder written at or for the total consideration of Rs. 1,65,48,528/- (Rupees One Crore Sixety Five Lacs Forty Eight Thousand Five Hundred Twenty Eight) Only free from all encumbrances liabilities whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1,65,48,528/- (Rupees One Crore Sixety Five Lacs Forty Eight Thousand Five Hundred Twenty Eight) Only of lawful money of the Union of India well and truly paid by the Purchasers' to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the said property messuages, lands, hereditaments and premises hereby sold) the Vendors as absolute and beneficial Owners do and each of them doth

hereby absolutely indefeasibly and for ever grant, convey, sell, transfer, assign and assure unto the Purchasers ALL THAT the piece and parcel of land containing an area of 7 Cotthas 7 Chittacks 0 sq. ft. more or less together with brick built structures dilapidated (in condition) measuring 185.55 sq. ft. standing thereon situate lying at and being premises No 34B/1, Shyampukur Street, Calcutta - 700, 004 P.S.-Shyampukur, K.M.C. Ward No. 10 and delinated in the map or plan hereto annexed and thereon bordered RED together with all rights, benefits, easements and advantages of and in the 20 ft. wide common passage running South to North from Shyampukur street and also delineated in the said map or plan hereto annexed and thereon bordered YELLOW more fully described in the Schedule hereunder written and hereinbefore hereinafter for the sake of brevity collectively referred to as "the said property" OR HOWSOEVER OTHERWISE the said property or any part thereof now are or is or heretofore were or was situated butted, bounded called known numbered described or distinguished TOGETHER WITH all buildings, walls, structures garages, electric wiring, fittings, fixtures, areas, fences, sewers, drains, ditches, paths, passages, lights, waters, water-courses and all manner of rights liberties easements privileges advantages emoluments and appurtenances whatsoever belonging or in anywise appertaining to the said property or any part thereof or which with the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed or accented reputed deemed taken or known as part or parcel or matter thereof or appurtenant thereto AND the reversion and reversions, remainder and reminders and the rents issues and profits thereof and every part thereof and all legal incidents thereof and all the estate right title interest property inheritance possession use claim and demand whatsoever of the Vendors into or upon the said property and every part thereof TOGETHER WITH all deeds pattahs-muniments writings and evidences of title, if any in anywise relating to or concerning the said property or any part thereof which now are or hereafter shall or may be in the custody possession power or control of the Vendors or any of them or any other person or persons from whom the Vendors or any of them can or may procure the same

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without any action or suit at law AND ALSO TOGETHER WITH all benefits available to the Vendors for production of title deeds concerning the said property TO HAVE And TO HOLD the said property hereby granted transferred and conveyed or expressed or intended so to be and every part thereof TOGETHER. WITH all and every of their rights and appurtenances unto the Purchasers absolutely and for ever and free from all encumbrances, trust liens. lispendens, attachments, boundary disputes suits actions acquisitions requisitions proceedings but subject to payment of usual rates and taxes in respect thereof and the Vendors do and each of them doth hereby for themselves and their respective heirs executors administrators and representatives covenant with the Purchasers that notwithstanding any act deeds things by the Vendors or any of them done or executed or knowingly suffered to the contrary the Vendors are lawfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and/or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendors have good right full power absolute authority and indefeasible title to grant the said property hereby granted or expressed, so to be unto and to use of the Purchasers in manner aforesaid and the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said property and receive and enjoy the rents issues and profits thereof without any lawful eviction interruption claims or demand whatsoever from of or by or in trust for the Vendors or any of them and that freely and clearly and free from all encumbrances whatsoever made or suffered by the Vendors or any of them or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof from through under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request and costs of

the Purchasers do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly granting conveying transferring and assuring the said property and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.

## THE SCHEDULE ABOVE REFERRED TO

(Property sold herewith)

ALL THAT the piece and parcel of land measuring 7 Cottahs 7 Chittacks 0 Sq. ft. be the same a little more or less togetherwith brick built structures (in dilapidated condition) measuring 185.55 sq. ft. standing thereon situate lying at and being premises No. 34B/1, Shyam Pukur Street in the town of Kolkata, P.S. – Shyampukur, Ward No. 10, under the Kolkata Municipal Corporation, Kolkata – 700 004 and delineated in the map or plan hereto annexed and thereon bordered RED' and butted and bounded in the following manner:-

On the North : By Premises No. 8 Padda Nath Lane

On the East : By Partly Minar Cinema Hall, Partly

Shyam Bazar Posr Office and Partly

Paddanath Lane

On the West : By Common Passage

On the South : By Part of Premises No. 34, Shyampukur

Street;

Together with all rights benefits easements and advantages of and in the 20 ft. wide common passage running from South to North from Shyampukur Street and also shown in the said map or plan hereto annexed and thereon bordered YELLOW'.

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

SIGNED SEALED AND DELIVERED BY the "VENDORS" in the presence of :-

- 1. Arindam Mukherjeen 84/A, c.R. Avenue, Kolkali - 12
- 2. Han dozal shall 30. Kan Knishna Toyoush Kothata - 7 Burine

(ARVIND KUMAK BHATTER)

SIGNED SEALED AND DELIVERED BY the "PURCHASERS" in the presence of :-

- 1. Arindam Mukheyes.
- 2. Handayal seath

· Flamingo Vinimay Private Limited

CSUSHIL KUMAL AGARNALA)

Authorised Signatory

Navesh Agrand Director.

Calico Barter Private Limited

SUS HIL KUMARTIKHENALA)

SMITA TRADECOM BVT, LTD.

(PURCHASERS)

Drafted by

S. K. Mukhopadhyay, Advocate High Court, Kolkata. Received of and from the withinnamed Purchasers the withinmentioned sum of Rs. 1,65,48,528/- (Rupees One Crore Sixety Five Lacs Forty Eight Thousand Five Hundred Twenty Eight) Only as per memo of consideration below: -

#### MEMO OF CONSIDERATION

DATE	CH. NO.	BANK NAME & BRANCH	AMOUNT	PAID BY	PAID TO
30.01.2012	675638	HDFC Bank, Stephen House, B. B. D. Bag.	26,87,403/-	Flamingo Vinimay (P) Ltd.	Sree Kumari Bhatter
30.01,2012	675637	- do -	. 14,49,729/-	- do -	Arvind Kumar Bhatter
27.01.2012	137878	Tamilnad Mercantile Bank Ltd. Netaji Subas Road Branch	26,87,403/-	Barbrik Villa (E) Ltd.	Sree Kumari Bhatter
27.01.2012	137877	- do -	14,49,729/-	- do -	Arvind Kumar Bhatter
30.01.2012	678008	HDFC Bank, Stephen House, B. B. D. Bag.	26,87,403/-	Calico Barter (P) Ltd.	Sree Kumari Bhatter
30.01.2012	678007	- do	14,49,729/-	• do •	Arvind Kumar Bhatter
30.01.2012	628752	- do -	26,87,403/-	Smita Tradecom (P) Ltd.	Sree Kumari Bhatter
30.01.2012	628751	- do -	14,49,729/-	- do -	Arvind Kumar Bhatter
		4	71		
		TOTAL	1,65,48,528/-		

(Rupees One Crore Sixety Five Lacs Forty Eight Thousand Five Hundred Twenty Eight)

WITNESSES: -

1. frindam Muchezier

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2. Handaya make

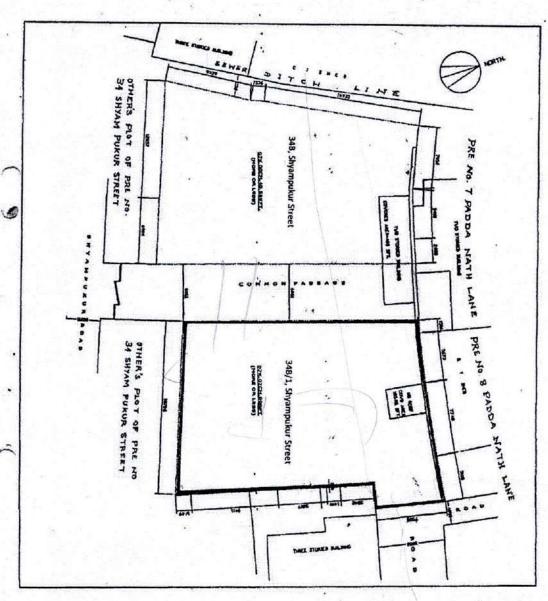
(VENDORS)

Read over and explained by me to the executant Sont. Stee Kumani Bhother the contents of this document inchiding the memo of consideration

Nava Kumar Shatter

### PLAN OF PREMISES NO. 34B/1, SHYAMPUKUR STREET, WARD NO. 10, P.S. - SHYAMPUKUR, KOLKATA - 700 004

SALABLE AREA: 7 COTTAHS 7 CHITTAKS 0 SQ.FT. SHOWN IN RED BORDERED COVERED AREA OF THE STRUCTURES (IN DILAPIDATED CONDITION) 185.55 SQ.FT. '20' WIDE COMMON PASSAGE SHOWN IN YELLOW BORDERED



Planingo Visimay Private Limited

Siseul di

Authorised Signatory

BARBRIK VII L. PVT. LTD.

Navesh Agazwal

Calico Barter Private Limited

Solivi on.

Authorised Signatory

SMITA TRADECS TEXT. LTD.

Director

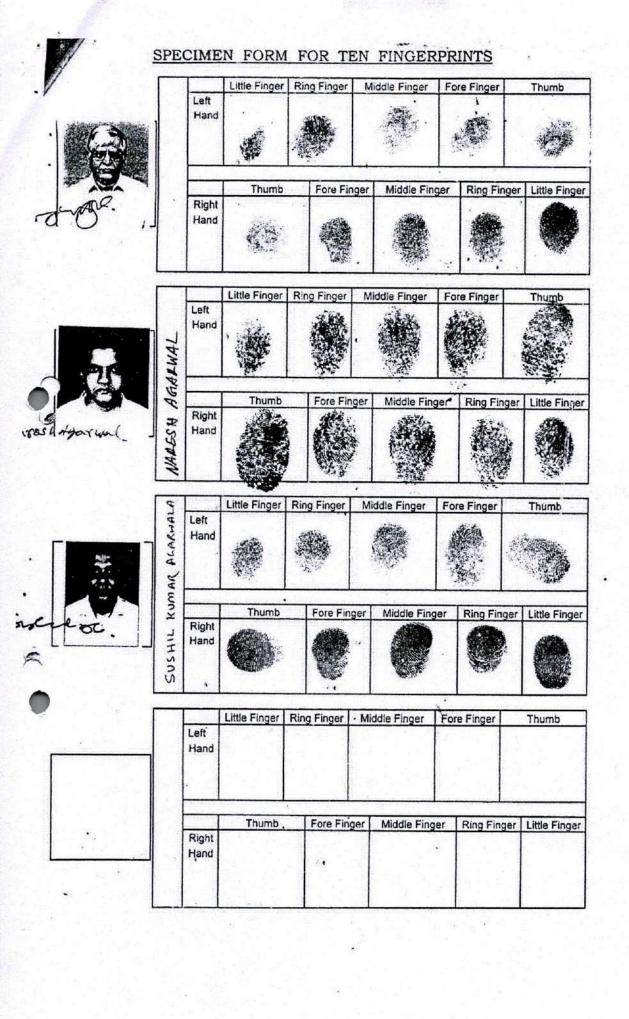
(VENDORS)

'भी अमारी भट्टड़

( PURCHASERS )

## SPECIMEN FORM FOR TEN FINGERPRINTS

	10 (07-10)	Little Finger	Ring Finger	Mid	dle Finger	Fore	Finger	Thumb
<b>a</b>	Left Hand	9	0.		0		P	•
		Thumb	Fore Fin	ger	Middle Fin	ger I	Ring Finger	Little Finger
<b>5</b>	Right Hand				0			8
	1 1	Little Finger	Ring Finger	Mia	dle Finger	Fore	Finger	Thumb
<b>a</b>	Left Hand			A STATE OF S				
	-	Thumb	Fore Fir	nger T	Middle Fin	ger [	Ring Finger	Little Finger
	Right Hand	Titulio	Polera	ger S				
		<b>"</b> "	3.93		THE STATE OF THE S		1. M.	-c#38-
		Limb Elegan	Ping Finger	Mid	dle Finger	Fore	Finger	Thumb
	Left Hand	Little Finger	Ring Finger	Mid	ddle Finger	Fore	Finger	Thumb
	Carried Control of		Ring Finger		idle Finger		Finger Ring Finge	•
	Carried Control of	Little Finger						•
	Hand							
	Hand	Thumb	Fore Fi	nger		nger		
	Hand		Fore Fi	nger	Middle Fir	nger	Ring Finge	r Little Finge
	Right Hand	Thumb	Fore File	Mid	Middle Fin	Fore	Ring Finge	r Little Finge
	Right Hand	Thumb	Fore Finds	Mid	Middle Fir	Fore	Ring Finge	r Little Finge





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

Endorsement For Deed Number : I - 01016 of 2012 (Serial No. 00920 of 2012)

On

Payment of Fees:

On 30/01/2012

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

Presented for registration at 18.00 hrs on :30/01/2012, at the Private residence by Sri Sushil Kumar Agarwala , one of the Claimants.

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

Execution is admitted on 30/01/2012 by

- Smt Sree Kumari Bhatter, wife of Sri Prabhu Dayal Bhatter, 30, Kali Krishna Tagore Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700007, By Caste Hindu, By Profession: House wife
- -2. Sri Arvind Kumar Bhatter, son of Sri Prabhu Dayal Bhatter, 30, Kali Krishna Tagore Street, Kol, District:-Kolkata, WEST BENGAL, India. P.O. :- Pin :-700007, By Caste Hindu, By Profession Business
- Sri Sushil Kumar Agarwala
   Authorised Signatory, M/s. Flammingo Vinimay (P) Ltd, 27, Brabourne Road, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700001.

Authorised Signatory, M/s. Calico Barter ( P ) Ltd. 53/4, P N Midya Road, Kol, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700056., By Profession: Business

- Sri Naresh Agarwal
   Director, M/s. Barbrik Villa ( P ) Ltd, Room 302, 3rd Floor, Narayani Building, 27, Brabourne Road, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700001.

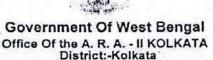
   By Profession: Business
- Sri Bijay Kumar Agarwal
   Director, M/s. Smita Tradecom ( P ) Ltd, 14, Netaji Subhas Road, Kol, Thana:-Hare Street,
   District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700001.
   By Profession: Business
- Identified By Arindam Mukherjee, son of Late Ashutosh Mukherjee, 84/ A, Chittaranjan Avenue, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012, By Caste: Hindu, By Profession: Service.

(Abani Kuman Dey )
ADDL REGISTRAR OF ASSURANCES

( Abani KumarDey ) ADDL. REGISTRAR OF ASSURANCES-II

31/01/2012 17:34:00

EndorsementPage 1 of 3



#### Endorsement For Deed Number : 1 - 01016 of 2012 (Serial No. 00920 of 2012)

#### On 31/01/2012

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

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

#### Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 31/01/2012

#### Amount by Draft

- Rs. 37500/- is paid, by the draft number 045425, Draft Date 25/01/2012, Bank Name State Bank of India, KOLKATA - MAIN, received on 31/01/2012
- Rs. 8089/- is paid, by the draft number 949297, Draft Date 25/01/2012, Bank Name State Bank of India, KOLKATA - MAIN, received on 31/01/2012
- 3. Rs. 37500/- is paid, by the draft number 045424, Draft Date 25/01/2012, Bank Name State Bank of India, KOLKATA MAIN, received on 31/01/2012
- Rs. 8089/- is paid , by the draft number 949300, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012
- Rs. 37500/- is paid, by the draft number 045420, Draft Date 27/01/2012, Bank Name State Bank of India, KOLKATA - MAIN, received on 31/01/2012
- Rs. 8089/- is paid, by the draft number 949280, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012
- Rs. 45589/- is paid, by the draft number 949253, Draft Date 27/01/2012, Bank Name State Bank of India, ESPLANADE, received on 31/01/2012

(Under Article: A(1) = 182347/- ,E = 7/- ,Excess amount = 2/- on 31/01/2012)

#### 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.-1,65,77,810/-

Certified that the required stamp duty of this document is Rs.- 1160457 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### **Deficit stamp duty**

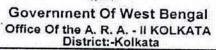
Deficit stamp duty

( Abani KumarDey )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 3

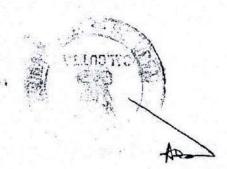
31/01/2012 17:34:00



## Endorsement For Deed Number : 1 - 01016 of 2012

- 1. Rs. 250000/- is paid04542725/01/2012State Bank of India, KOLKATA MAIN, received on 31/01/2012
- 2. Rs. 40115/- is paid94929527/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 3. Rs. 250000/- is paid04542625/01/2012State Bank of India, KOLKATA MAIN, received on 31/01/2012
- Rs. 35115/- is paid94929927/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- Rs. 250000/- is paid04541825/01/2012State Bank of India, KOLKATA MAIN, received on 31/01/2012
- Rs. 40115/- is paid94927927/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 7. Rs. 45000/- is paid94911624/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 8. Rs. 45000/- is paid94912224/01/2012State Bank of India; ESPLANADE, received on 31/01/2012
- 9. Rs. 37500/- is paid94912024/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 10. Rs. 25000/- is paid94912124/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- . Rs. 45000/- is paid94911724/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 12. Rs. 45000/- is paid94911824/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 13. Rs. 45000/- is paid94911924/01/2012State Bank of India, ESPLANADE, received on 31/01/2012
- 14. Rs. 2615/- is paid94916624/01/2012State Bank of India, ESPLANADE, received on 31/01/2012

( Abani Kumar Dey ) ADDL. REGISTRAR OF ASSURANCES-II



( Abani KumarDey )
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EndorsementPage 3 of 3

31/01/2012 17:34:00

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 3449 to 3473 being No 01016 for the year 2012.



(Abani KumarDey) 01-February-2012 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal