

भारतीय गैर न्यायिक
भारत INDIA
रु. 500 FIVE HUNDRED
RUPEES
पाँच सौ रुपये Rs. 500
सत्यमेव जयते
INDIA NON JUDICIAL

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Alvarez, 18, 22, 8787

Deficit Stamp duty Rs 79158/- has been realised

21324 23075 of 11808

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492 (17) A-4357 *Chironomus*
C. 10.11.1971 (S)

Southern Railway
Rules 190

1000 14.08.88 Ac. 1989

11-28 Improvement

ST-23609-4420 duty paid und
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23600/- Rs. 4,00,000/- 21/2

0135-245376-2407-08
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the India stamp 361 075 508 E

CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this the 30th day of April 1928

of July, Two Thousand and Eight BETWEEN ABDUR RAHMAN alias

ABDUL RAHMAN son of Late Nabi Bux, by religion Muslim, by

occupation retired, residing at 19B, Kavi Mohammed Iqbal Road, under

Police Station Ekbalpore, Kolkata- 700 023 hereinafter referred to as the

VENDOR (which term or expression shall unless excluded by or repugnant

to the subject or context be deemed to mean and include his heirs, legal

representatives, executors, administrators and assigns) of the ONE PART:

District Sub-Registrar
 South 24 Parganas
 District Regn. Fees Rs. 1438/-
 Paid vide Misc.

14.08.08 Receipt No. 1138 Date 14.08.08 District Sub-Register
Munro South 24 Pa

Serial 3120
 Dr. H. L. O'Neil
 Name
 Address AKSC

Name..... Arsamil Hotels
Address.....
.....
.....
A. K. Purkayastha (Stamp Vendor)
Allpore Police Court, Kol-27

Received by Registrar of
10/12 AM. N. of the ... 3758 Sect
City of ... July ... 10 1088
at the rate of ...
Received by ...
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... 1091-25620

Wd. Infam.

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Shawcross
Shawcross, South of Palmyra

AL Hotels Private Limited

Wq. Irfae.

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ABIR RAHMAN) @SABIR MOHAMMED
MD. SABIR

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عبد بن محمد

ABDUL RAHMAN
C ABDUL RAHMAN

Amel Pearl
76 Lake of Genoa Water Park
w/ 6000 post-offices 5 Mar - only
w/ 1000

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Dist South E. Perquimans
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KOL-23

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~~Doc~~ ~~Bull~~
Mr. Wm. D. Bull
~~C. M. N. Bull~~
6, Old Bull
Dist. Court & Parsonage
By Chas. Hinds
for Plaintiff
Gerrard
Chambers

Marion Post-Registered.
Albino, South 24 Parkway
37-2-08

85

A N D

ARSENAL HOTELS PRIVATE LIMITED, registered under the Companies Act, 1956, having its registered office at 51, Mirja Ghalib Street, Kolkata- 700 016, P.S. Park Street, hereinafter collectively referred to as the PURCHASER (which expression unless excluded by or repugnant to the context shall always mean and include it's successors- in- office, authorized person, executors, legal representatives, administrators and assigns) of the SECOND PART;

A N D

(1) MD. SHABBIR, (2) SABIR RAHMAN alias SABIR MOHAMMED alias MD SABIR and (3) MD. SHAKIL all sons of Abdur Rahman alias Abdul Rahman , by faith Muslim, by-occupation Business, all are residing at 19B, Kavi Mohammad Iqbal Road, under Police Statin Ekbalpur, Kolkata- 700 023 hereinafter called and referred to as the CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the THIRD PART;

WHEREAS one Sk. Saiful alias Saiful Ghat Sareng was in absolute owner in free simple in possession ALL THAT 05 Cottahs 02 Chittaks of land be the same in little more or less and other lands and other lands appertaining to Municipa Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, formerly No. 20, Ekbalpore Road, under Police Sation Ekbalpore, within the Municipal limits of the Corporation of Calcutta, in the District of 24- Parganas.



5157

MD Shabbir Chandra

District Sub-Registrar
Gidder, South 24 Parganas 21.7-08



5158

JUL 2008

MD SHAKIL
31.7.2008

- ① MD Shabbir
- ② MD Shabbir
- ③ MD Shabbir
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Exempting authority

Dist. South 24 Parganas
By Caste Hindu, Minor
by Proclamation

Signature

MD Shabbir

MD Shabbir
S/o Late Mohendras Nath
6/10 post office street
Call - 1
Service -

Dist. South 24 Parganas
By Caste Hindu, Minor
by Proclamation
MD Shabbir
District Sub-Registrar
Gidder, South 24 Parganas
31/7/08

AND WHEREAS the said Sk. Salful Alias Saiful Ghat Sarang sold on 6.12.1909 for valuable consideration the said ALL THAT 05 Cottahs 02 Chittaks of land be the same in little more or less and other lands appertaining to Municipal Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, under Police Station Ekbalpore, within the Municipal limits of the Corporation of Calcutta, in the District of 24-Parganas to one Munshi Kashem Ali of 9, Rachod Street, Calcutta.

AND WHEREAS the said Munshi Kashem Ali died on 12.5.1925 leaving a widow Mahmuda Nessa Bibi, three sons viz. Latifur Rahman, Saidur Rahaman and Kolimur Rahman and only daughter namely Raisunnessa as his sole heirs and legal representatives.

AND WHEREAS while joint enjoyment and possession among the legal heirs of said Munshi Kashem Ali became inconvenient a suit for partition by metes and bounds being Partition Suit No. 04 of 1927 in the Court of the Ld. 4th Subordinate Judge at Alipore was filed. The said Suit was compromised by and between the parties and as per terms of the said sole decree the said Raisun Nessa got the said 05 Cottahs 02 Chittaks of land building, hereditaments and premises absolutely in her allotment and till her death was in sole and absolute enjoyment and possession of the same..

AND WHEREAS the said Raisun Nessa died leaving her husband Moulavi Mofijul Rahman, two sons namely Rafi Ahammad and Sofi Ahammad and two daughters viz. Roushan Ara and Jahan Ara as her sole body of heirs and legal representatives who inherited the aforesaid property left by the said deceased.

AND WHEREAS the said Moulavi Mofijul Rahman while in joint enjoyment and possession his said inherited 4 (four) annas share and interest

in the said property which he mortgaged to one Upendra Nath Das and thereafter the said Upendra Nath Das filed a suit and got decree and in execution of the said decree auction purchased the said share of Moulavi Mofijul Rahman in the property himself and on taking delivery of possession was in ejmali possession with the said co- sharers.

AND WHEREAS the said Upendra Nath Das for valuable consideration sold his share in the property to one Latifur Rahman and delivered possession and thereafter the said Latifur Rahman by a registered deed of sale dated 15.7.1946 sold his said 4 (four) annas share in the land hereditaments and premises with the said Mahmudan Nessa and ceased to have any right title interest and possession in favour of the said Mahmudan Nessa.

AND WHEREAS the said Rafi Ahamed, Safi Ahamed, Roushan Ara and Jahan Ara sold for valuable consideration their 12 (twelve) annas ejmali share in the property to the said Mahmudan Nessa by a registered deed of sale dated 11.3.1941 thereafter the said Mahmudan Nessa became the owner of ALL THAT 05 Cottahs 02 Chittaks of land be the same in little more or less and other lands appertaining to Municipal Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, under Police Station Ekbalpore, within the Municipal limits of the Corporation of Calcutta, in the District of 24- Parganas.

AND WHEREAS the said Mahmudan Nessa died childless on 11.08.1948 leaving only four step brothers namely Md. SAmir, Md. Asgar, Md. Jamil and Md. Akbar as her sold body of heirs and legal representative as per provisions of Sunni School of Mohammedan Law by which the parties were governed.

AND WHEREAS the said Md. Jamil for valuable consideration sold all his right, title, interest and possession in his ejmali $1/4^{\text{th}}$ share of the said land hereditaments and premises by a registered deed of sale executed on 03.01.1949 and registered on 12.01.1949 with his said brother Md. Amir and delivered possession and the said Deed was registered at the office of the District Registrar at Alipore and recorded in Book No.1, Volume No.18, pages 45 to 50, Being No. 110 for the year 1949.

AND WHEREAS the said Md. Asgar for valuable consideration sold all his right, title, interest and possession in his ejmali $1/4^{\text{th}}$ share of the said land hereditaments and premises by a registered deed of sale executed on 03.01.1949 and registered on 12.01.1949 with his said brother Md. Amir and delivered possession and the said Deed was registered at the office of the District Registrar at Alipore and recorded in Book No.1, Volume No.18, pages 38 to 44, Being No. 109 for the year 1949.

AND WHEREAS the said Md. Akbar for valuable consideration sold all his right, title, interest and possession in his ejmali $1/4^{\text{th}}$ share of the said land hereditaments and premises by a registered deed of sale executed on 05.01.1949 and registered on 26.01.1949 with his said brother Md. Amir and delivered possession and the said Deed was registered at the office of the District Registrar at Alipore and recorded in Book No.1, Volume No.3, pages 271 to 276, Being No. 74 for the year 1949.

AND WHEREAS the said Md. Amir thus becoming the sixteen annas owner and possessor of the said land hereditaments and premises entered into an Agreement for sale on 18.07.49 with one Gopal Lal Pal for sale to him the said land hereditament and premises.

AND WHEREAS it transpires then that the said Md. Akbar on 25.8.1948 entered into a registered agreement for sale with one Roushan Ara Bibi and the said Roushan Ara instituted for Specific Performance of contract being Title suit No. 168 of 1948 in the Court of the Ld. 3rd Court of Subordinate Judge at Alipore and on 20.04.56 the suit was compromised the agreement for sale dated 18.07.1949 in favour of the said Gopal Lal Pal was confirmed and the said Md. Asgar and Md. Jamir filed a false suit being Title suit No. 188 of 1949 in the Court of the Ld. 3rd Court of Subordinate Judge at Alipore but the same was dismissed for default on 30.09.1953.

AND WHEREAS the said Md. Amir by a registered deed of sale dated 30.09.1954 sold for valuable consideration the said land hereditaments and premises 19B, Kavi Md. Iqbal Road along with all rights of easements with the said Gopal Lal Pal and ceased to have any interest over the said property and the said conveyance was registered in the office of the Sub-Registration Office at Behala in Book No.1, Volume No.15, pages 187 to 194, Being No. 1872 for the year 1954.

AND WHEREAS the said Gopal Lal Pal for valuable consideration again sold the said property by a registered conveyance on 26.11.1955 to one Dr. Mrs. Mrinalini Ghosh and the said conveyance was registered in the office of the Sub- Registrar at Alipore and recorded in Book No.1, Volume No. 140, pages 98 to 103, Being No. 8420 for the year 1955.

AND WHEREAS the said Dr. Mrs. Mrinalini Ghosh widow of Late Nirmal Kumar Ghosh had no issue and brought up the one Ashoke Kumar Bose being her husband's sister's son and was of great affectionate towards him and also created a trust by a registered deed on 20.07.1967 stipulating inter alia amongst others that the settlor Dr. Mrs. Mrinalini Ghosh would be

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the sold trustee upto her life time and that she would enjoy all its usufructs and that at her death the trust would come to an end and that after her demise the said hereditaments and premises would vest to the said Ashoke Kumar Bose absolutely and that he would be the sole and absolute owner of the demised property and the said Deed of trust was registered in the office of the Assurance Calcutta and recorded in Book No.1, Volume No. 118, pages 208 to 211, Being No. 4036 for the year 1967.

AND WHEREAS the said Dr. Mrs. Mrinalini Ghosh died on 01.05.1968 and as per above deed of Trust Ashoke Kumar Bose became the sole and absolute owner of the property.

AND WHEREAS the said Vendor above named Ashoke Kumar Bose thus became absolute owner of the aforesaid land and the property three storeyed building and the hereditament and premises as of rightful owner and possessor thereof with his family members after mutating his name in the office of the Municipal Corporation of Calcutta and paying taxes to the Corporation of Calcutta.

AND WHEREAS the said Ashoke Kumar Bose while absolutely seized and possessed of all that property described in the Schedule "A" hereunder sold, transferred and delivered possession of the said property and premises to ABDUR RAHMAN alias ABDUL RAHMAN son of Late Nabi Bux by a registered deed of sale dated 13.05.1977 for a valuable consideration as mentioned in the deed and the sale deed has been duly registered and recorded in the Office of the Registrar of Assurances at Calcutta in Book No.1, Volume No.10, pages 76 to 94 vide Deed No. 2112 of 1977.

AND WHEREAS after becoming owner of the aforesaid property and the premises being the Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, Kolkata- 700 023 under Police Statin Ekbalpore. The Vendor started to possess the property after renovation and making the same habitable after incurring and investing there lot of money. The Vendor herein Abdur Rahman after purchased mutated his name by paying all arrears of Taxes and has been regularly paid taxes till he transferred the property in favour of his three sons, the Confirming Party herein i.e. Md. Shabbir, Sabir Rahman and Md. Shakil by way of an ORAL HEBANAMA on the date 22nd August, 2003 and confirmed the same by a declaration on the date.

AND WHEREAS in pursuance of the said HEBA NAMA the Confirming party herein applied and got mutation in their names in the record of the Kolkata Municipal Corporation being Municipal Premises No. 19B, Kavi Mohammed Iqbal Road, under Ward No. 77, Assessee No. 11-077-12-022-9. But the Confirming party has not yet taken possession of the property. Moreover, upon consultation of the legal experts of the City and in order to avoid future complication and legal controversies as to above oral gift in favour of the Confirming parties in fact which has not been actually and particularly not been acted upon due to non delivery of possession in favour of the Confirming Party and accordingly the Confirming Party above named i.e. three sons of the Vendors agreed to be Confirming Party in this deed to support and to concede the recital of the Vendor. The Confirming party declares that they acquired no interest or possession by the oral Hebanama and also never claim any interest or possession in the property sold as well as remaining 1/3rd part of the premises No. 19B, Ekbalpur Road.

The declaration as to Deed of Hebanama as made by the Vendor is of no use and we the Confirming party claim no interest by the said declaration of the father and in future if needed we are agreeable to execute any deed of declaration for the perfect on or better meaning and title of the Purchaser herein or their successive.

AND WHEREAS the Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the entirety of the said premises and/ or the entirety of the right title, interest of the Vendor into or upon the said ALL THAT piece and parcel of undivided 1/3rd (one third) share and interest of the land measuring an area 01 Cottahs 11 Chittaks 15 sq.ft. out the total land measuring an area 05 Cottahs 02 Chittaks of land be the same in little more or less together with one old dilapidated two storied building measuring a cover area 1166.6 sq.ft. out of 3500 sq.ft. appertaining to Municipal Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, Kolkata- 700 023, under Police Station Ekbalpore, within the present limit of the Kolkata Municipal Corporation, under ward No. 77, Sub-Registry Office at Alipore, in the District of South 24- Parganas free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever at or for the consideration money of Rs. 4,00,000/- (Rupees four lacs) only and the Confirming Party endorses their no objection whatsoever for selling and transferring the property by the Vendor and also to appropriate the fully consideration money and sale proceeds of the Sale.

AND WHEREAS at or before the execution of this Indenture the Vendor has assured and represented to the Purchasers as follows:-

- i) THAT the Vendor alone is the absolute owner of the entirety of the said Premises.

- ii) **THAT** the said premises is otherwise free from all encumbrances charges liens, lispendens, attachments, trusts whatsoever or howsoever.
- iii) **THAT** the Vendor has a marketable title in respect of the said premises.
- iv) **THAT** excepting the Vendor nobody else has any right of ownership or in any way otherwise or claims or interest.
- v) **THAT** there is or was no thikka tenant at the said premises.
- vi) **THAT** all the municipal rates taxes and other outgoings including electricity charges payable in respect of the said premises has been paid and/ or shall be paid by the Vendor upto the date of execution of these presents.
- vii) **THAT** thee is no excess land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the said premises.
- viii) **THAT** the said premises is not subject to any notice of acquisition and/ or requisition.
- ix) **THAT** the Vendor has not entered into any agreement for sale, transfer, development agreement nor has created any further interest of any third party into or upon the said Premises or any part or portion thereof.
- x) **THAT THE** Confirming party herein also confirm the sale of the schedule mentioned property in favour of the Purchaser by making execution of this conveyance as Confirming party.

AND WHEREAS relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the entirety of the said premises and to pay the consideration herein below stated.

NOW THIS INDENTURE WITNESSETH as follows :-

- I. THAT in pursuance of the said Agreement and in consideration of a sum of Rs. 4,00,000/- (Rupees four laos) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written) and of and from the same and every part thereof the Vendor do hereby acquit release and discharge the Purchaser and also the said Premises, hereby intended to be sold and transferred) the Vendor do hereby sell, transfer, convey, assure and assign ALL THAT piece and parcel of undivided $1/3^{\text{rd}}$ (one third) share and interest of the land measuring an area 01 Cottahs 11 Chittaks 15 sq.ft. out the total out of the total land measuring an area 05 Cottahs 02 Chittaks of land be the same in little more or less together with one old dilapidated two storied building measuring a cover area 1166.6 sq.ft. out of 3500 sq.ft. appertaining to Municipal Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, Kolkata- 700 023, under Police Station Ekbalpore, within the present limit of the Kolkata Municipal Corporation, under ward No. 77, Sub- Registry Office at Alipore, in the District of South 24- Parganas (morefully and particularly mentioned and described in the Schedule under written and

of

hereinafter referred to as the said PREMISES) absolutely and forever free from encumbrances charges liens, lispendens, claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispendens whatsoever OR HOWSOEVER OTHERWISE the said PREMISES or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said PREMISES or any part thereof belonging to or in any wise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertaining thereto AND the reversion or reversions remainder or remainders and the rents issues and profits and or any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said PREMISES or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in any wise exclusively relate to or

concern the said PREMISES and/ or PROPERTY or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit both at law or in equity **TO HAVE AND TO HOLD** the said PREMISES hereby granted sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executors, prohibitions, restrictions, easements and lispensens absolutely and forever.

- II. **AND** the Vendor do hereby covenant with the Purchaser that the Vendor alone is the sole absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said Premises and every part thereof, free from all encumbrances, charges and liabilities of whatsoever nature **AND** the Vendor do hereby covenant with the Purchaser that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to and act deed matter or thing whereby or by reason whereof the said PREMISES hereby granted sold, conveyed, transferred, assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said PREMISES or any part thereof in

the manner as aforesaid. AND FURTHER the Vendor assured the Purchasers that there is no defect in the title of the Premises hereby sold, transferred and conveyed or intended so to be and if any defect in the title or encumbrances is found then the Vendor indemnifies and keeps the purchasers indemnified and saved harmless in these regard.

III. AND THAT NOTWITHSANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/ or otherwise well and sufficiently seized and possessed of and entitled to the said PREMISES hereby granted sold conveyed, transferred, assigned, assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defect encumber or make void the same.

IV. AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has in itself good right full and absolute power to grant sell convey, transfer, assured and assign the said PREMISES hereby granted sold, conveyed, transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner and on the conditions aforesaid AND THAT the Vendor has put the Purchaser in possession of the said PREMISES and the Purchasers received and accepted the same without any dispute, demand or claim whatsoever against the Vendor or otherwise.

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V. AND THAT the Purchaser shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into held possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of its predecessors in title and that the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases, licenses liabilities trusts attachments executions prohibitions restrictions easements and lispensens whatsoever suffered or made or liabilities created in respect of the said premises by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or any of its predecessors in title as aforesaid or otherwise AND THAT all Municipal rates taxes and other outgoing payable in respect of the said premises and/ or property upto the date of execution of these presents at and when assessed by the authorities concerned shall be payable has been paid by the Vendor and those relating to the period after the date of execution of these presents shall be payable by the Purchaser.

VI. AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said lands comprised in the said premises/ property or any part thereof has not been affected or vested under the Urban land (Ceiling & Regulation) Act, 1976 and that no certificate proceedings and/ or notice of attachment is subsisting under the income Tax Act, 1961 and that no notice which is or may be subsisting has been served on the Vendor for the acquisition of the said premises and/ or property or any part thereof under the Land Acquisition Act, 1884 or under any other law or acts and/ or rules made or framed there under and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above acts and/ or rules for the time being in force affecting the said premises and/ or property or any part thereof and that there is no other suit and/ or proceeding is pending in any court of law affecting the said premises and/ or property and/ or any part or portion thereof nor the same has been lying attached under any writ of attachment of any court of Revenue Authority.

VII. AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said PREMISES and/ or PROPERTY or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser made do acknowledge and execute all such lawful acts deeds matters and things whatsoever for the further

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better and more perfectly and effectually granting and assuring the said premises and every part thereof unto and to the use of the Purchaser.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of undivided $1/3^{\text{rd}}$ (one third) share and interest of the land measuring an area 01 Cottahs 11 Chittaks 15 sq.ft. out the total land measuring an area 05 Cottahs 02 Chittaks of land be the same in little more or less together with one old dilapidated two storied building measuring a cover area 1166.6 sq.ft. out of 3500 sq.ft. appertaining to Municipal Premises No. 19B, Ekbalpore Road now Kavi Mohammed Iqbal Road, Kolkata- 700 023, under Police Station Ekbalpore, within the present limit of the Kolkata Municipal Corporation, under ward No. 77, Sub-Registry Office at Alipore, in the District of South 24- Parganas and the said land is delineated with RED border annexed site plan or map which is the part and parcel of the original deed and the said land is butted and bounded as under i.e. to say :-

ON THE NORTH: 23, Ekbalpur Road now Kavi Mohammed Iqbal Road;
ON THE SOUTH: Ekbalpur Road now Kavi Mohammed Iqbal Road;
ON THE EAST : 21, Ekbalpur Road now Kavi Mohammed Iqbal Road;
ON THE WEST : 19A, Ekbalpur Road now Kavi Mohammed Iqbal Road;

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

SIGNED AND DELIVERED
at Kolkata in the presence of:-

1. Mohammed-Umar
11/5, Kabitirua Sonari
Kolkata-700023.

عبد الرحمن
عبد الرحمن
(ABDUR RAHMAN)
(VENDOR)

ARSENAL Hotels Private Limited

2. Anil Paul

6, Old Post Office Street
Kolkata-1

MD. Infaq
MANAGER

The common Seal of the Purchaser Arsenal Hotels Private Limited has pursuant to the ARSENAL of its Board of Directors passed in that behalf on 23.07.08 hereunto been affirmed in the Presence of and in this present has been signed by one manager of the company.

(PURCHASER)

MD. Shabbir Agent

Shabbir (SABIA RAHMAN)

Shakil

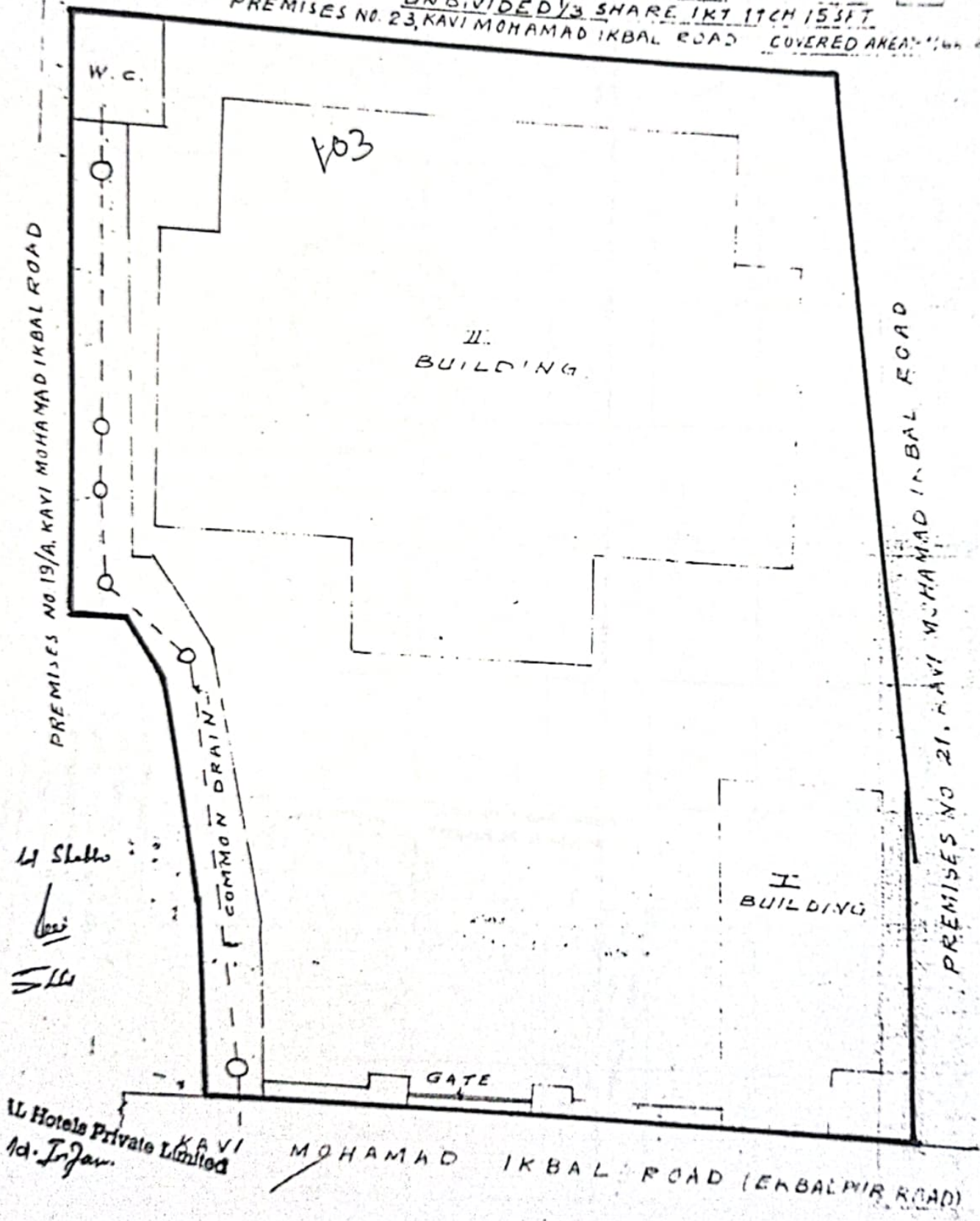
(MD. SHAKIL)

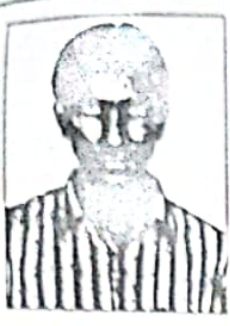
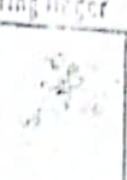
Absent

(CONFIRMING PARTIES)

PLAN OF PREMISES NO. 19/B, KAVI MOHAMAD IKBAL ROAD
(FORMERLY EKBALPUR SCALE 8"=1" INCH WARD NO 77 KOLHATA-750023
ROAD.)

AREA OF LAND:- 5KT.-2CH. 0 SFT []
UNDIVIDED 1/3 SHARE 1KT 17CH 15 SFT
PREMISES NO. 23, KAVI MOHAMAD IKBAL ROAD COVERED AREA: "44' 0" x 11"

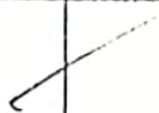


		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name MD. IRFAN

Signature MD. Irfan

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		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

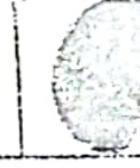
Signature

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

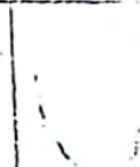
9/6

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ABDUR RAHMAN @ ABDUL RAHMAN 105
 Signature ABD. RAHMAN

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name MD. SHABBIR
 Signature MD. Shabbir

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name SABIR RAHMAN @ SABIR MOHAMMED
 Signature SABIR @ MD. SABIR

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Attaches
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for the year 2008



(Signature)
District Sub-Registrar-1
Alipore, South 24 Parganas

30 JUL 2008

(Signature)
District Sub-Registrar-1
Alipore, South 24 Parganas
8.9.08