

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

000699



M.V. - 10,04,00,000/-

Certified that the Deed of Sale and its Register are the true and correct copies of the original Deed of Sale and Register and are the true and correct copies of the original Deed of Sale and Register.

*[Signature]*  
 Additional Registrar  
 of Associated States  
 29.01.10

**THIS DEED OF SALE** made this 9<sup>TH</sup> day of MARCH Two Thousand Six **BETWEEN SRI MOHIT LAL SEAL**, son of Late Monohar Lal Seal, by occupation - Landlord, by religion - Hindu and residing at No. 1D, Nalin Sarkar Street, Kolkata - 700004, hereinafter referred to as the **VENDOR** (which expression shall

1-35  
 M.  
 9-3-06

M.V.  
 10,04,00,000/-  
 15  
 15  
 080

1999

27483

Mrs. Kanti Khatun, D/o

F. C. K. S. Roy Road

Ko-1-70001

Collector,  
Treasury

*[Signature]*  
Treasurer

3/3/2006

*[Signature]*  
ADDITIONAL REGISTRAR  
KOLKATA

Presented for Registration  
at Kolkata Registration Office

on the ..... day of ..... 20

25000 x 6c	1,50,000/-
1c	10,000/-
	<hr/>
	1,60,000/-

Mohit Lal Seal



29/3/06

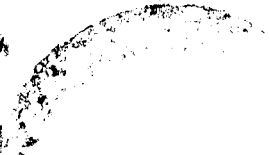
Mohit Lal Seal

(MOHIT LAL SEAL)



29/3/06

Shalini Gay



*[Signature]*  
Additional Registrar

*[Signature]*  
ADDITIONAL REGISTRAR  
KOLKATA



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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unless excluded by or repugnant to the subject or context shall deem to mean and include his heirs, executors, administrators, legal representatives) of the **ONE PART**

**AND**

**M/S. NISHANT FISCAL SERVICES (P) LTD.** a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at No. 13, Brabourn Road, Kolkata 700001,

27483

Meinal Kanti Chatterjee, Adv.  
F. C. K. S. Roy Road.  
KOL-700001

Treasur.

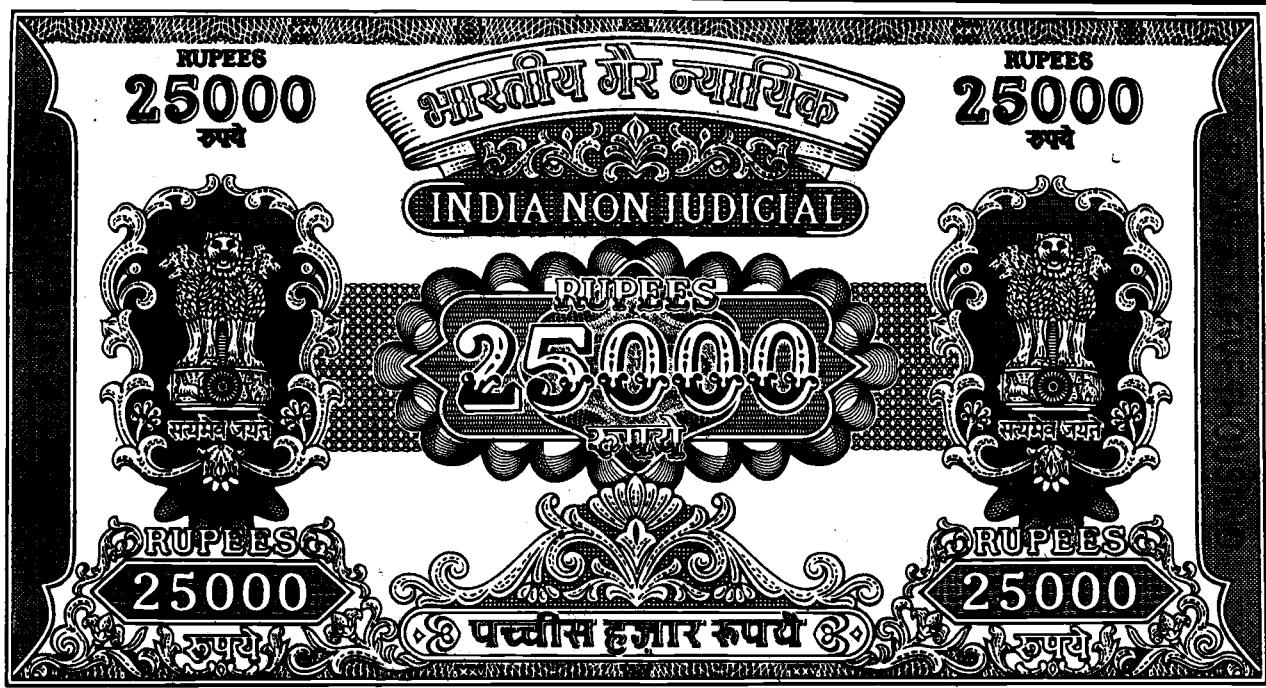
3/3/6

B

25000 X 6 C = 1,50,000/-

1 C = 10,000/-

1,60,000/-



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Police Station : Hare Street, represented through its one of the Directors Shalini Garg, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include its successor, successors-in-interest and/or assigns) of the **OTHER PART**

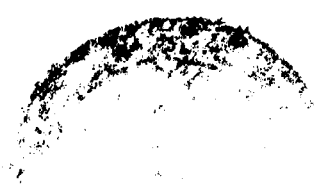
27483  
Minal Kanti Chatterjee Adv  
F.C, K.S. Roy Row  
KOL-700007

Submits Comptroller  
Treasury

B

3/3/6

25000 X 6C	1,50,000/-
1C	10,000/-
	<hr/>
	1,60,000/-



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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**WHEREAS :**

A. Babu Manik Lal Seal (since deceased) the grand father of the Vendor at all material time was the owner of various immovable properties in Calcutta and Howrah and Zamindaries in different districts of West Bengal.

27483

Mrs. M. Kanti Chatterjee, Adv.,

7, C. K. Roy Road.

Kol-700001

Collector

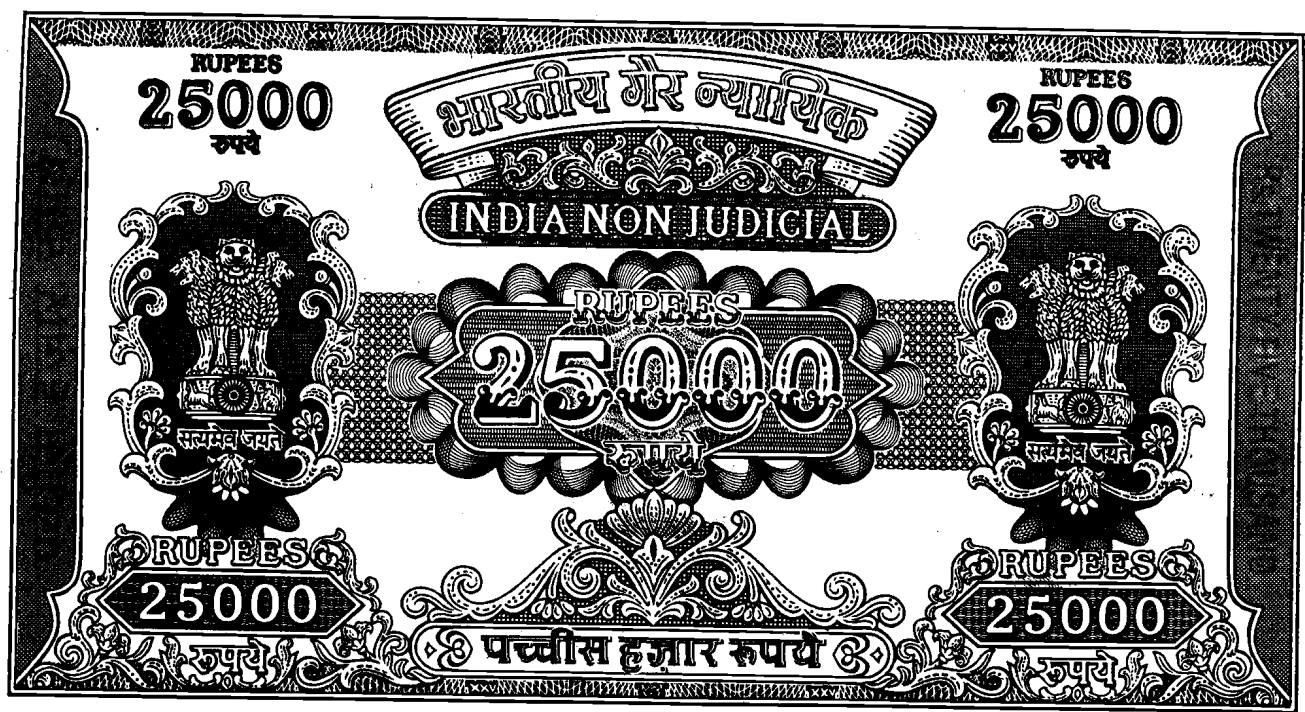
Treasurer

*R*

3/3/6

25000 x 60	1,50,000/-
10	10,000/-
	<hr/> 1,60,000/-





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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B. The said Manik Lal Seal (since deceased) published his last will and Testament bearing date the 7<sup>th</sup> day of June 1907 and under the said Will he appointed the Official Trustee of Bengal having its office at 1, Council House Street (now known as 1, Kiron Sankar Roy Road) Calcutta would be the sole Executor and Trustee of his properties and Zamindaries in different districts of Bengal including the premises No. 33A, 33B, 33C, Canal South Road, Kolkata (formerly known as 33, Canal South Road, Calcutta).

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Mrs. K. S. Roy Chowdhury

7, C. K. S. Roy Road

Kol - 700001

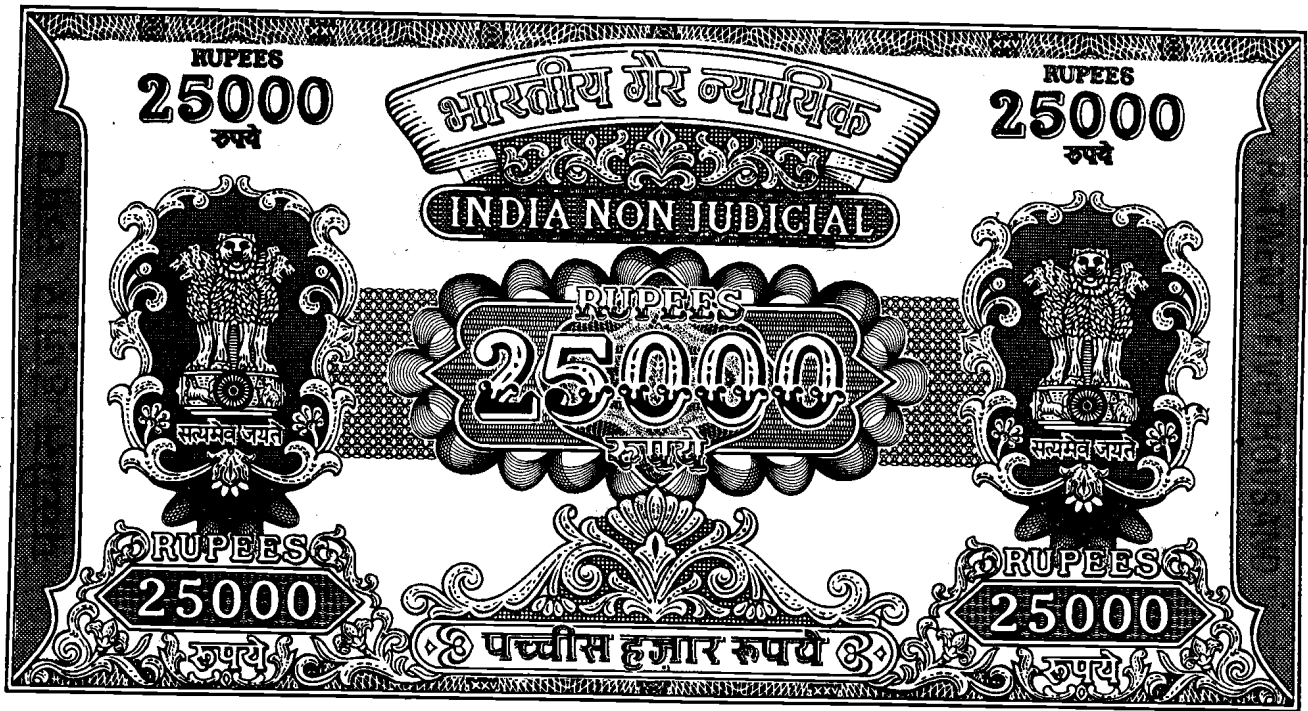
General Ledger

Treasury

R

3/3/66

25000 X 60	1,50,000/-
100	10,000/-
	<hr/> 1,60,000/-



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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C. Manik Lal Seal (since deceased) by the said Will dated 7<sup>th</sup> June, 1907 directed the Official Trustee of Bengal to transfer the properties to his only son Monohar Lal Seal (since deceased) on his attaining majority.

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Moined Kanti Chetty Adv.

7c. K.S. Ray Road

Kol-70001

PREMIUM

3/3/6

8

25000 x 6c	1,50,000/-
1c	10,000/-
	<hr/>
	1,60,000/-



27483

Meinal Kanti Chetty Adv.

7c. K.S. Bay Road

1001-70001

Insurance  
Premium

2

3/3/6

25000 x 6c	1,50,000/-
1c	10,000/-
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	1,60,000/-





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D. On 18<sup>th</sup> day of November, 1907 the official Trustee of Bengal applied for probate of the said will dated 7<sup>th</sup> June, 1907 and the same was granted by the Hon'ble High Court of Judicature of Fort William of Bengal in its Testamentary and Intestate Jurisdiction.

27483

held to Mrs. K. S. Kalyan Chetty & Sons  
7 C. K. S. Ray Road

Rs. 20000/-

**Income Collectorate,  
Treasury**

2

dated 3/2/56

25000 x 6 C	1,50,000/-
1 C	10,000/-
	<hr/>
	1,60,000/-



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E. The Official Trustee of Bengal in course of administration and management of the properties of Manik Lal Seal (since deceased) made over possession of the properties including premises No. 33A, 33B & 33C, Canal South Road, Kolkata to his only son Monohar Lal Seal (since deceased) after attaining his majority as stated above and Monohar Lal Seal (since deceased) had been in possession of the said property and mutated his name in the record of Calcutta Municipal Corporation.

F. It is pertinent to mention here that Monohar Lal Seal (since deceased) the father of the Vendor by his Will dated 23<sup>rd</sup> February, 1932 transferred some valuable properties of Calcutta to the Official Trustee of Bengal with special direction that the said properties of Calcutta would be made over to his sons at the time of their attaining majority, however, the said properties had not been included in the list of properties which have been mentioned in the Indenture dated 12<sup>th</sup> day of September, 1934 recorded in Book No. 1, volume No. 87, Pages 166 to 186, Being No. 3309 for the year 1934 between the Official Trustee of Bengal as the transferor of one part and Monohar Lal Seal (since deceased) on the Other Part.

G. By the said Indenture dated 12<sup>th</sup> day of September, 1934 between the official Trustee of Bengal and Monohar Lal Seal (since deceased) the Official Trustee of Bengal transferred all the



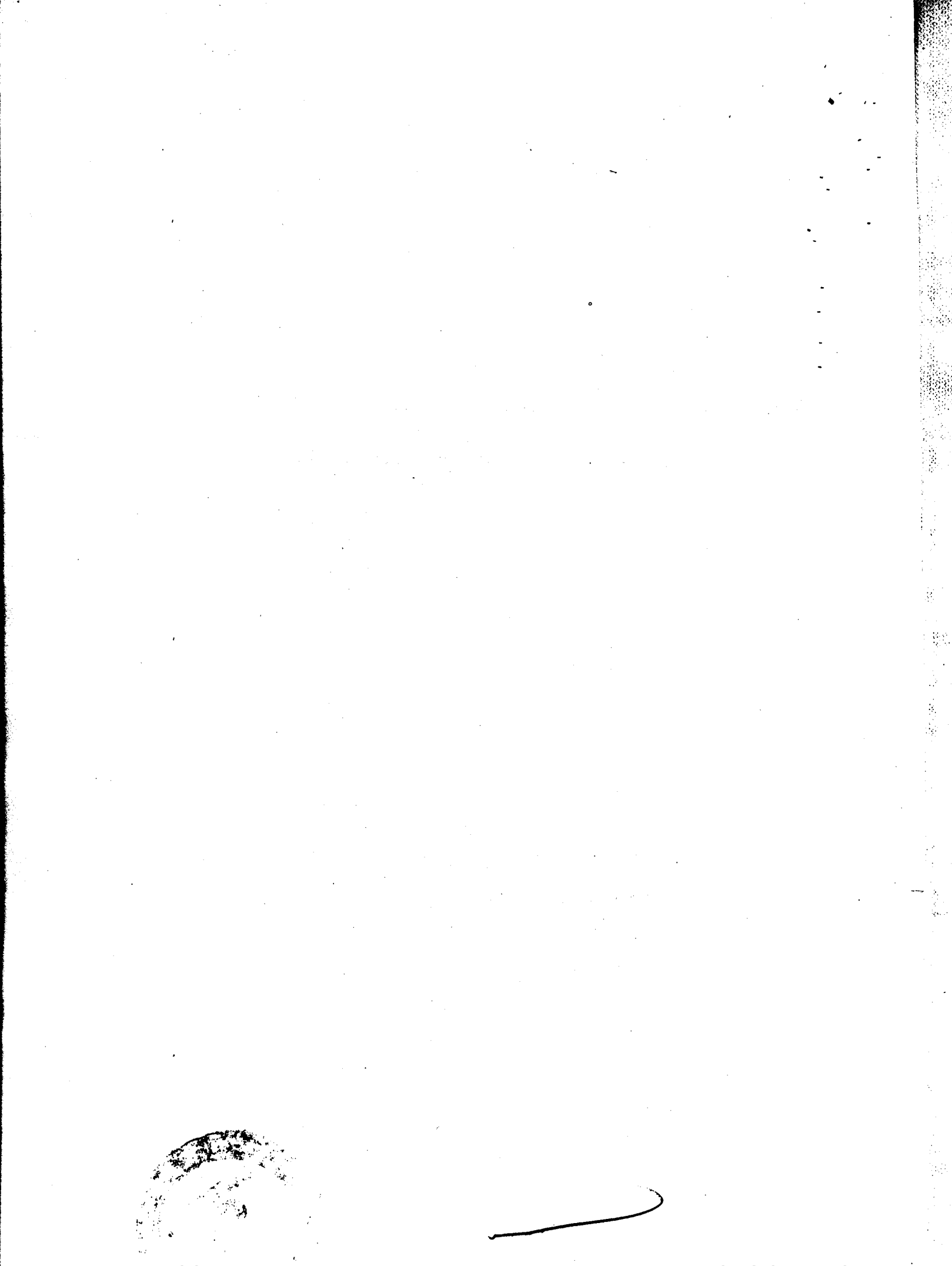
ADDITIONAL REGISTRAR OF  
ASSURANCES-1, KOLKATA

properties mentioned in the schedule of the said Indenture dated 12<sup>th</sup> day of September, 1934 to Monohar Lal Seal (since deceased).

H. The premises no. 33, Canal South Road, holding no. 30, Division IV, Sub-Division of the 24-Parganas Collectorate, Thana Beliaghata Sub-Register office Sealdah having an area of 35 Bighas 4 Cottahs, 10 Chittacks, equivalent to 47, 202 sq. mtrs. Have been mentioned in item No. 23 of the schedule of the indenture dated 12<sup>th</sup> day of September, 1934.

I. The said property being premises No. 33, Canal South Road, being item No. 23 of the Schedule of the Indenture dated 12<sup>th</sup> day of September, 1934 has been renumbered as 33A, 33B, & 33C, Canal South Road, Calcutta (hereinafter referred to as the 'SAID PROPERTY') morefully and particularly described in the 'FIRST SCHEDULE' hereunder given.

J. By a notification in the Extra Ordinary Calcutta gazette dated Monday the October 27, 1997 the competent authority published that Monohar Lal Seal (since deceased) held land in excess of the ceiling limit being more or less 6 Bighas 6 Cottahs 1.45 Chittacks equivalent to 8492.19 square meter situate in the said property, and the said excess land was vested with the State of West Bengal. The said area of the said property has



been fully described in the **Second Schedule** hereinafter referred to as the **Vested Land**.

K. After such vesting of a portion of a land as stated in the Second Schedule, land admeasuring about 28 Bighas 18 Cottahs 0.79 Chittacks equivalent to 38709.81 sq.mtr. of the total land of which structure area is 4,752.92 sq. mtrs. retained by the successors and heirs of Monohar Lal Seal (since deceased). The said retained land of the said property has been described and mentioned fully in the **Third Schedule** hereinafter referred to as the '**Said Premises**'.

L. The Vendor and his brothers Mohan Lal Seal and Manoj Lal Seal became joint owners of the 'said premises' no. 33A, 33B & 33C, Canal South Road, Calcutta having  $1/3^{\text{rd}}$  share each of the 'said premises' and the said sons of Monohar Lal Seal (since deceased) were in joint possession and fully and sufficiently entitled to the said premises free from all encumbrances save and except monthly tenancy created in favour of a person for a portion of the said premises. The said premises is also occupied by some trespassers.

M. By a Registered Deed of Sale dated 28<sup>th</sup> February 2006, Mohan Lal Seal sold, transferred and conveyed his  $1/3^{\text{rd}}$  share out of the 'said premises' to M/s. Paks Trade Centre (P) Ltd. and



DITIONAL REGISTRAR C.  
ASSURANCES-1. HOKKATA

said M/s Paks Trade Centre (P) Ltd. are in possession of the 'said premises' having 1/3<sup>rd</sup> share each of the 'said premises' seized and possessed of with good title absolute ownership with every right to transfer, deal with their respective 1/3<sup>rd</sup> undivided share comprised in the 'Said Premises' by each of them.

N. The Vendor herein declares that the said premises is not under any scheme by any Government or Semi-Government or any Public or Private Authority including the Calcutta Metropolitan Development Authority, the Metro Railway Authority and the Vendor further declares that the property is not under any charge lien and mortgage with any authority, Government or public or private.

O. The Vendor shall co-operate with the Purchaser in each and every stage for recording its name in the record of the Government Authority and also with the Calcutta Municipal Corporation and the Vendor shall further co-operate and assist the Purchaser for the purpose of development of said premises, if necessary.

P. The Vendor being the absolute owner of undivided 1/3<sup>rd</sup> share of said premises measuring about 9 Bighas 12 Cottahs 1.33 Chittacks equivalent to 12903.27 sq.mtrs. approached the purchaser to sell his all that undivided 1/3<sup>rd</sup> share at and for a consideration of Rs.20,00,000/- (Rupees Twenty Lacs) only



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**ADDITIONAL REGISTRAR G,  
INSURANCES-1, KOKATA**

which amount the purchaser has agreed to pay to the Vendor for acquiring his 1/3<sup>rd</sup> share of the said premises morefully particularly mentioned and described in the **Fourth Schedule** hereinafter referred to as the "**DEMISED PREMISES**".

The total consideration of Rs.20,00,000/- (Rupees Twenty Lacs) only paid by the purchaser and received and accepted by the Vendor the particulars of such payments have been mentioned in the **Fifth Schedule** hereinafter referred to as the "**MEMO OF CONSIDERATION**".

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said consideration of the said sum of Rs. 20,00,000/- (Rupees Twenty lacs only) well and truly paid in the hands of the Vendor by the Purchaser on this day of execution of this presents (the receipt whereof the Vendor do hereby as well as the receipt hereunder written admit and acknowledge of and from the same and every part thereof) the Vendor do hereby indefeasibly and absolute grant, convey, assure sell and transfer unto and to the use of the Purchaser **ALL THAT** undivided one third share in the said Premises No. 33A, 33B and 33c, Canal South Road, Police Station-Tangra, Kolkata – 700015 measuring 28 bighas 18 cottahs and 0.79 Chittacks equivalent to 38,709.81 sq mtrs. along with right of common passage more fully and specifically described in the schedule hereinbelow





**ADDITIONAL REGISTRAR &  
ASSURANCES-1. KOLKATA**

**OR HOWSOEVER OTHERWISE** the said property hereditaments and premises or any portion thereof now are or is not any time or times heretofore were or was situated butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all rights and benefits in over and under the common passage and all areas water, water-course, sewers, drains, ditches, rights, privileges, easements, advantages, light, liberties and appurtenances whatsoever to the property hereditaments and premises belonging to or anywise appertaining to or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto **AND** the reversion and remainder and remainders and all the estate right title interest use trust possession property claim and demand both at law and in equity of the vendor into and upon the said property hereditaments and premises or any or every part thereof **AND** all rents issues and profits thereof **AND** all deeds, pattahs, writings and evidence of title whatsoever relating to or concerning the said property hereditaments and premises which are now or hereafter shall or may be in the custody possession power or control of the said Vendor or any person or persons from whom they can or may procure the same without any suit or action at law or in equity free from all liens, attachments, and encumbrances **TO HAVE AND TO HOLD** the said property hereditaments and premises hereby granted



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ADDITIONAL REGISTRAR &  
INSURANCE-1. KOLKATA

conveyed assured sold and transferred or expressed or intended so to be and to the use of the Purchaser absolutely and forever **AND** the Vendor do hereby for himself his heirs, executors, administrators, representatives and covenants with its administrators, representatives and assigns that **NOTWITHSTANDING** any act deed or thing by the Vendor or any of his predecessor or predecessors in title done committed or executed or knowingly suffered to the contrary the said Vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereditaments and premises hereby granted conveyed and transferred or expressed so to be and every part thereof unto and to the use of the Purchaser absolutely and for ever for perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter, defeat, encumber or make void the same **AND THAT NOTWITHSTANDING** any act deed or thing whatsoever and aforesaid the Vendor now has in himself good right full power absolute authority and indefeasible estate title to sell convey or transfer the said property hereditaments and premises and every part thereof thereby granted conveyed and transferred or expressed to be unto and to the use of the Purchaser absolutely and forever **AND** that the Vendor has not in any way encumbered the said property hereditaments and premises



hereby Granted conveyed and transferred **AND** the Purchaser shall or may at all times hereafter peacefully and quietly enter upon have hold, possess and enjoy the said property hereditaments and premises and every part thereof and receive and take all rents, issues and profits thereof and without lawful eviction interruption claim and demand whatsoever from or by the Vendor or any person or persons lawfully and equitably claiming from under or in trust for the Vendor or from or under or any of his predecessor or predecessors in title **AND** that free and clear land freely and clearly and absolutely discharged removed kept harmless and indemnified against all estate and encumbrances created by the Vendor or any of his predecessor or predecessors in title **AND FURTHER THAT** the Vendor and all and every other person or persons having or lawfully or equitably claiming any estate or interest in the said property hereditaments and premises or any part thereof from under or in trust for the Vendor or from or under any of the Vendor's predecessor or predecessors in title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property hereditaments and premises and every part thereof unto and to the use of the



ADDITIONAL REGISTRAR •  
ASSURANCES-1. KOKAT/

purchaser in the manner aforesaid or shall or may be reasonably required.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(THE SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring about 35 Bighas 4 Cottahs 10 Chittacks equivalent to 47.202 sq mtrs more or less situated at 33A, 33B, & 33C, Canal South Road, (old Premises No. <sup>Handwritten: 33A</sup> 33B Canal South Road) Police Station - Tangra, Kolkata - 700015, under Ward no.57, District 24 Parganas (South) butted and bounded as follows :-

- ON THE NORTH** : A road running from West to East, Canal South Road.
- ON THE EAST** : Bengal potteries.
- ON THE SOUTH** : Pagladanga First lane
- ON THE WEST** : Party Rani Rashmoni garden Lane.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**(VESTED LAND)**

**ALL THAT** the piece and parcel of land, hereditament admeasuring 6 Bighas 6 Cottahs, 1.45 chittacks equivalent to 8492.19 sq. mtrs. vested land be the same a little more or less known and numbered as 33A, 33B and 33C, Canal South Road, Police Station - Tangra, Kolkata - 700015 within the Municipal





ADDITIONAL REGISTRAR  
ARRANGEMENTS-1. KOLKATA

Limits of Kolkata Municipal Corporation, Sub-Registry office at Sealdah. P. S. Tangra.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE SAID PREMISES)**

**ALL THAT** the piece and parcel of land, hereditament admeasuring 28 Bighas 18 Cottahs 0.79 Chittacks equivalent to 38709.81 sq.,mtrs. and structure area measuring about 4.752.92 sq.mtrs., be the same a little more or less together with structures standing thereon or part thereof known and numbered as 33A, 33B and 33C, Canal South Road, P. S. Tangra, Kolkata - 700015, within the Municipal limits of Kolkata Municipal Corporation R. S. Sub-Registry Office at Sealdah butted and bounded as follows :-

- ON THE NORTH** : Canal South Road.
- ON THE EAST** : Bengal Potteries.
- ON THE SOUTH** : Vested portion under ULC and common passage.
- ON THE WEST** : Party Rani Rashmoni Garden Lane and partly vested portion under ULC, partly common passage.



*[Handwritten signature or scribble]*

ADDITIONAL REGISTRAR  
MADRAS-1, KODAKA