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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

✓ 2-147/11
K 245725

Q. No. 023000 / 2010
M. V. Rs. 74,45,107/-



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar
of Assurances-I, Kolkata

27/1/11

THIS INDENTURE OF CONVEYANCE made this 25th day of January Two Thousand and Eleven BETWEEN HARE KRISHNA PRASAD (having PAN AFNPP5663A) son of Shri Madhukar Prasad residing at 14M Kalupara Lane, Kolkata-700031 hereinafter referred to as "the VENDOR" (which expression unless

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71,100
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24 JAN. 2011

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SL No. 15580 DATE.....

NAME.....

ADD.....

AMT..... 100/-

PANKAJ SHROFF & CO.

4, Government Place (North)

Delta House, 8th Floor,

Kolkata - 700 001

Nirmal Kumar Jais

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Mousum Ghosh
MOUSUM GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

Nirmal Kumar Jais

Director

347

Hare Krishna Prasad

NEW BALLYGUNGE BUILDERS (P) LTD.

Hare Krishna Prasad

Director

THIS INDENTURE OF CONVEYANCE made this 25th day of January 2011 between and between Hare Krishna Prasad (having PAN AEP73623A) son of Sri Madhukar Prasad residing at 14M Kalyan...

Identified by me
Animesh Sen, Adv.
c/o Pankaj Shroff & Co.,
4, Govt Place (North)
Kolkata - 700 001

Additional Registrar of
Assurances-1, Kolkata
25 JAN 2011

excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs executors administrators and legal representatives) of the **FIRST PART AND KASTURI INFRASTRUCTURE PRIVATE LIMITED (having PAN AACCM0507D)**, a Company incorporated under the Companies Act, 1956 having its registered office at 5/2 Garstin Place, Police Station – Hare Street, Kolkata-700001 represented by its Director /Mr. Nirmal Kumar Jain hereinafter referred to as “the **PURCHASER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART AND (1) SHAMBHU NATH NEOTIA (having PAN ABUPN7820L)** son of Hari Ram Neotia, deceased residing at 244 Chittaranjan Avenue, Kolkata-700006, **(2) NEW BALLYGUNGE BUILDERS PRIVATE LIMITED (having PAN AABCN1223C)**, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A Acharya Jagdish Chandra Bose Road, Kolkata-700017 represented by its Director, Mr. Hare Krishna Prasad son of Shri Madhukar Prasad, **(3) NEW BALLYGUNGE DEVELOPERS PRIVATE LIMITED (having PAN AABCN1221A)**, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A Acharya Jagdish Chandra Bose Road, Kolkata-700017 represented by its Director, Mr. Hare Krishna Prasad son of Shri Madhukar Prasad; **(4) SHUBH CITY PROMOTERS PRIVATE LIMITED (having PAN AAECs1987M)**, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A Acharya Jagdish Chandra Bose Road, Kolkata-700017 represented by its Director, Mr. Sajjan Kumar Neotia son of Hari Ram Neotia, deceased, **(5) GOLD ROCK CONSTRUCTORS PRIVATE LIMITED (having PAN AABCG2402N)**, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A Acharya Jagdish Chandra Bose Road, Kolkata-700017 represented by its Director, Mr. Sajjan Kumar Neotia son of Hari Ram Neotia, deceased, and **(6) GOLD ROCK PROPERTIES PRIVATE LIMITED (having PAN AABCG2401R)**, a company incorporated under the Companies Act, 1956 having its registered office at 6/7A Acharya Jagdish Chandra Bose Road, Kolkata-700017 represented by its Director, Mr. Sajjan Kumar Neotia son of Hari Ram Neotia, deceased, hereinafter collectively referred to as “the **CONFIRMING PARTIES**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include in case of individual his heirs executors administrators and legal representatives and in case of companies its successors-in-interest and/or assigns) of the **THIRD PART:**

WHEREAS:

A. CHAIN OF TITLE OF PREMISES NO.8 BOSE PUKUR ROAD (PRIOR TO AMALGAMATION OF 8B BOSE PUKUR ROAD WITH IT), KOLKATA

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Shambhu Nath Neotia
SHAMBHU NATH NEOTIA

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for SHUBH CITY PROMOTERS (P) Ltd.

Sayan Neotia

Director

for GOLD ROCK CONSTRUCTION CO. LTD.

Sayan Neotia

Director

for GOLD ROCK PROPERTIES (P) LTD.

Sayan Neotia

Director



Animesh Sen, Advocate

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Additional Registrar of
Assurances-1, Kolkata
25 JAN 2011

- i) One Sheikh Aminuddin and Sheikh Harmuj Ali both sons of Momin Ali Sheikh were seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THOSE** pieces and parcels of contiguous landed property containing an area of (i) 03 Satak (out of the total area of 06 Satak) at C.S. Dag No. 1305, (ii) 07 Satak (out of the total area of 14 Satak) at C.S. Dag No. 1306, (iii) 51 Satak at entire C.S. Dag No. 1312, (iv) 08 Satak at entire C.S. Dag No. 1313, (v) 15 Satak at entire C.S. Dag No. 1315 and (vi) 07 Satak at entire C.S. Dag No. 1318, aggregating to 91 Satak landed property all recorded in C.S. Khatian No. 114 in Mouza - Kasba, J.L. No. 13 under Police Station Tollygunge (now Kasba) in the District of South 24-Parganas (hereinafter collectively referred to as "the **said 91 SATAK PROPERTY**").
- ii) The said Sheikh Aminuddin died intestate leaving him surviving his mother Alakjan Bibi, wife Momina Bibi, one daughter Aisa Bibi and one brother said Sheikh Harmuj Ali as his only heir heiresses and legal representatives who all upon his death inherited his undivided share in the said 91 Satak Property as per Muslim of Law inheritance.
- iii) The said Alakjan Bibi died intestate leaving her surviving her only son Sheikh Harmuj Ali as her only heir and legal representative who upon her death inherited her undivided share in the said 91 Satak Property as per Muslim Law of inheritance.
- iv) The said Momina Bibi died intestate leaving her surviving her daughter Aisa Bibi as her only heiress and legal representative who upon her death inherited her share in the said 91 Satak Property as per Muslim Law of inheritance.
- v) Whilst in possession of the 91 Satak Property with said Sheikh Harmuj Ali, the said Aisa Bibi filed a suit against Sheikh Harmuj Ali in the Court of the Learned 3rd Sub-Judge at Alipore for partition of the said 91 Satak Property, numbered as Title Suit No. 47 of 1956.
- vi) By a decree dated 6th August 1958 passed in the said Title Suit for partition, the said 91 Satak Property was partitioned by metes and bounds and the said Aisa Bibi was allotted 25 Satak of land out of the said 91 Satak Property and the balance 66 Satak of land was allotted to Sheikh Harmuj Ali in the manner following:

<u>C.S. Dag</u> <u>No.</u>	<u>Total Area</u> <u>(in Satak)</u>	<u>Area Allotted to</u> <u>Aisa Bibi</u> <u>(in Satak)</u>	<u>Area Allotted to</u> <u>Shiekh Harmuj Ali</u> <u>(in Satak)</u>
3	03	03	03
07	07	07	07
51	51	51	51
08	08	08	08
15	15	15	15
07	07	07	07
	91	25	66

1305	3 out of 6	01	02
1306	7 out of 14	02	05
1312	51	14	37
1313	8	02	06
1315	15	04	11
1318	7	<u>02</u>	<u>05</u>
		<u>25</u>	<u>66</u>

The said 25 Satak of land out of the said 91 Satak Property allotted to the said Aisa Bibi is hereinafter referred to as "the **said 25 Satak Property**" and the said 66 Satak of land allotted to the said Sheikh Harmuj Ali is hereinafter referred to as "the **said 66 Satak Property**"

- vii) By an Indenture of Conveyance dated 17th February 1967 made between the said Sheikh Harmuj Ali as vendor therein and one Swapan Kumar Banerjee and Smt. Madabhi Banerjee as purchasers therein and registered with Joint Sub-Registrar of Alipore at Behala in Book I Volume No.11 Pages 174 to 179 Being No.898 for the year 1967, the said Sheikh Harmuj Ali for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Swapan Kumar Banerjee and Madabhi Banerjee **ALL THAT** undivided 22 Satak landed property, out of his aforesaid 66 Satak Property, situate lying at and being a part of said C.S. Dag No.1312 absolutely and forever.
- viii) By a Deed of Gift dated 17th February 1967 made between the said Sheikh Harmuj Ali as donor therein and Baharan Bibi as donee therein and registered with Joint Sub-Registrar of Alipore at Behala in Book I Volume No.11 Pages 180 to 184 Being No.899 for the year 1967, the said Sheikh Harmuj Ali out of his natural love and affection towards his wife, said Baharan Bibi granted conveyed transferred assigned and assured **ALL THOSE** undivided pieces and parcels contiguous landed property containing an area of (i) 02 Satak in the said C.S. Dag No. 1305, (ii) 05 Satak in the said C.S. Dag No. 1306, (iii) 15 Satak in the said C.S. Dag No. 1312, (iv) 06 Satak in the said C.S. Dag No.1313, (v) 11 Satak in the said C.S. Dag No.1315 and (vi) 07 Satak in the said C.S. Dag No.1318 aggregating to 44 Satak landed property all recorded in C.S. Khatian No.114 in Mouza - Kasba, J.L. No.13 under Police Station Tollygunge (now Kasba) in the District of South 24-Parganas (hereinafter collectively referred to as "the **said 44 SATAK PROPERTY**") absolutely and forever.
- ix) By an Indenture of Conveyance dated 24th July 1967 made between the said Baharan Bibi as vendor therein and the said Swapan Kumar Banerjee and Smt. Kamala Mukherjee as purchasers therein and registered with Sub-

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Registrar of Alipore at Behala in Book I Volume No.108 Pages 33 to 38 Being No.5528 for the year 1967, the said Baharan Bibi for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Swapan Kumar Banerjee and Smt. Kamala Mukherjee **ALL THOSE** undivided (i) 06 Satak landed property, being the entire landed property belonging to her in C.S. Dag No.1313 and (ii) 04 Satak landed property in C.S. Dag No.1312 aggregating to 10 Satak, out of the said 44 Satak Property absolutely and forever.

- x) By an Indenture of Conveyance dated 11th January 1974 made between the said Baharan Bibi as vendor therein and Himaja Prasad Bhattacharjee as purchaser therein and registered with Sub-Registrar of Alipore at Alipore in Book I Volume No.23 Pages 137 to 140 Being No.161 for the year 1974, the said Baharan Bibi for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Himaja Prasad Banerjee **ALL THAT** undivided 08 Satak or 05 Cottahs more or less landed property in C.S. Dag No.1312, out of the said 44 Satak Property absolutely and forever.
- xi) By an Indenture of Conveyance dated 11th January 1974 made between the said Baharan Bibi as vendor therein and Megh Nath Banerjee as purchaser therein and registered with Sub-Registrar of Alipore at Alipore in Book I Volume No.9 Pages 145 to 149 Being No.162 for the year 1974, the said Baharan Bibi for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Megh Nath Banerjee **ALL THAT** undivided (i) 03 Satak landed property, being the remaining landed property belonging to her in C.S. Dag No.1312 and (ii) 05 Satak landed property being the entire landed property belonging to her in C.S. Dag No.1318 aggregating to 08 Satak or 5 Cottahs landed property, out of the said 44 Satak Property absolutely and forever.
- xii) By an Indenture of Conveyance dated 9th August 1991 made between the said Aisa Bibi as vendor therein and Swapan Kumar Banerjee, Hare Krishna Prasad and Shambhu Nath Neotia as purchasers therein and registered with District Sub-Registrar-III, Alipore, South 24 Parganas in Book I Volume No.123 Pages 358 to 373 Being No.12364 for the year 1991, the said Aisa Bibi for the consideration therein mentioned sold conveyed transferred assigned and assured unto and in favour of the said Swapan Kumar Banerjee, Hare Krishna Prasad and Shambhu Nath Neotia **ALL THAT** undivided more or less 11 Cottahs landed property (out of her said 25 Satak Property allotted to her under the said Title Suit No.47 of

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1956 for partition), being the total area of 14 Satak, 02 Satak and 02 Satak aggregating to 18 Satak under C.S. Dag Nos.1312, 1313 and 1318 respectively, allotted to her under the said Title Suit No.47 of 1956 for partition in the following undivided shares absolutely and forever:

- (a) Swapan Kumar Banerjee ... Undivided 01 Cottah 08 Chittacks
- (b) Hare Krishna Prasad ... Undivided 04 Cottah 12 Chittacks
- (c) Shambhu Nath Neotia ... Undivided 04 Cottah 12 Chittacks

xiii) The said Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia, Himaja Prasad Bhattacharjee, Madhabi Banerjee, Kamala Mukherjee and Meghnath Banerjee thus, became seised and possessed of as the absolute owners of the contiguous divided and demarcated pieces and parcels of the landed property measuring 66 Satak situate lying at and being the entire full said C.S. Dag Nos.1312, 1313 and 1318 all recorded in C.S. Khatian No.114 in Mouza – Kasba under Police Station – Tollygunge (now Kasba) in the District of South 24 Parganas (being a part of the said 91 Satak Property) in the following undivided shares :-

- (a) The said Swapan Kumar Banerjee purchased (1) undivided 11 Satak land in C.S. Dag No.1312 from Sheikh Harmuj Ali, as recited in paragraph (vii) above, (2) undivided 03 Satak land in C.S. Dag No.1313 and undivided 02 Satak land in C.S. Dag No.1312 from Baharan Bibi, as recited in paragraph (ix) above and (3) undivided 01 Cottah 08 Chittacks land in C.S. Dag Nos.1312, 1313 and 1318 from Aisa Bibi, as recited in paragraph (xii) above, equivalent to more or less ... 11 Cottah 00 Chittacks
- (b) The said Hare Krishna Prasad purchased undivided 04 Cottahs 12 Chittacks land in C.S. Dag Nos.1312, 1313 and 1318 from Aisa Bibi, as recited in paragraph (xii) above ... 04 Cottahs 12 Chittacks
- (c) The said Shambhu Nath Neotia purchased undivided 04 Cottahs 12 Chittacks land in C.S. Dag Nos.1312, 1313 and 1318 from Aisa Bibi, as recited in paragraph (xii) above ... 04 Cottahs 12 Chittacks

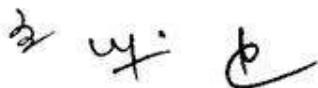
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 1. A signature starting with 'H' and 'K'.
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 3. A signature starting with 'u' and 'y'.

- (d) The said Himaja Prasad Bhattacharjee purchased undivided 08 Satak or more or less 05 Cottahs land in C.S. Dag No.1312 from Baharan Bibi, as recited in paragraph (x) above ... 05 Cottahs 00 Chittacks
- (e) The said Smt. Madabhi Banerjee purchased undivided 11 Satak land in C.S. Dag No.1312 from Sheikh Harmuj Ali, as recited in paragraph (vii) above equivalent to more or less ... 06 Cottahs 08 Chittacks
- (f) The said Smt. Kamala Mukherjee purchased undivided 03 Satak land in C.S. Dag No.1313 and undivided 02 Satak land in C.S. Dag No.1312 aggregating to 05 Satak from Baharan Bibi, as recited in paragraph (ix) hereinabove equivalent to ... 03 Cottahs 00 Chittacks
- (g) The said Megh Nath Banerjee purchased undivided 03 Satak land in C.S. Dag No.1312 and undivided 05 Satak land in C.S. Dag No.1318 aggregating to 08 Satak or more or less 5 Cottahs, as recited in paragraph (xi) hereinabove... 05 Cottahs 00 Chittacks
- Total: 40 Cottahs 00 Chittacks

- xiv) The said 40 Cottahs landed property was separately assessed and numbered as premises No. 8 Bosepukur Road, within Police Station – Kasba, Kolkata by the Kolkata Municipal Corporation and the Kolkata Municipal Corporation duly mutated the names of the said Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia, Himaja Prasad Bhattacharjee, Madhabi Banerjee, Kamala Mukherjee and Meghnath Banerjee as owners thereof.

B. CHAIN OF TITLE OF PREMISES NO.8B BOSE PUKUR ROAD (SINCE AMALGAMATED WITH 8 BOSE PUKUR ROAD), KOLKATA

- a) By an Indenture of Conveyance dated 25th March 1930 made between Montaj Ali Mondal, Entaj Ali Mondal, Morium Bibi, Bahar Ali Mondal and Meher Ali Mondal as vendors therein and Sheikh Baru Mistry, Sheikh Noor Mohammed Mistry and Sheikh Sovan Mistry as purchasers therein and registered with the District Sub-Registrar, Alipore in Book I Volume No.41

Pages 98 to 100 Being No.1039 for the year 1930, the said Montaj Ali Mondal and others for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Sheikh Baru Mistry and others **ALL THAT** piece and parcel of land containing an area of 26 Sataks situate lying at and being C.S. Dag No. 1307 recorded in C.S. Khatian No.644 in Mouza – Kasba, J.L. No.13 under Police Station Tollygunge (now Kasba) in the District of South 24-Parganas (hereinafter referred to as “the said 26 SATAK PROPERTY”).

- b) The said Sheikh Baru Mistry, a Muslim bachelor died intestate leaving him surviving his father Sheikh Haran Mistry as his only heir and legal representative who upon his death inherited and became entitled to his undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- c) The said Sheikh Haran Mistry, a Muslim died intestate leaving him surviving his wife, two surviving sons, namely, Sheikh Noor Mohammed Mistry and Sheikh Sovan Mistry and three daughters, namely, Mussamat Amina Bibi, Mussamat Samiran Bibi and Mussamat Tooni Bibi as his only heirs heiresses and legal representative who all upon his death inherited and became entitled to his undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- d) The said Sheikh Noor Mohammed Mistry, Muslim died intestate leaving him surviving his mother, wife, Mussamat Bechni Bibi, four sons, namely, Oli Mohammed, Khalek Mohammed, Malek Mohammed and Sohrab Mohammed and three daughters, namely, Mussamat Begum Bibi, Mussamat Shahjadi Bibi and Mussamat Noor Nehar Bibi as his ~~only~~ heirs heiresses and legal representatives who all upon his death inherited and became entitled to his undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- e) The widow of the said Sheikh Haran Mistry, a Muslim died intestate leaving her surviving son, Sheikh Sovan Mistry and three daughters, namely, Mussamat Amina Bibi, Mussamat Samiran Bibi and Mussamat Tooni Bibi as her only heir heiresses and legal representatives who all upon her death inherited and became entitled to her undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- f) The said Mussamat Amina Bibi, a Muslim widow having no child died intestate leaving her surviving her brother Sheikh Sovan Mistry and two sisters, namely, Mussamat ~~Samiran~~ Bibi and Mussamat Tooni Bibi as her

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only heir heiresses and legal representatives who all upon her death inherited and became entitled to her undivided share in the said 26 Satak Property as per Muslim of Law inheritance.

- g) The said Mussamat Samiran Bibi, a Muslim died intestate leaving her surviving her three sons Ashgar Ali Mondal, Akbar Ali Mondal and Joynal Ali Mondal as her only heirs and legal representatives who all upon her death inherited and became entitled to her undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- h) The said Mussamat Bechi Bibi died intestate leaving her surviving her four sons, namely, Oli Mohammed, Khalek Mohammed, Malek Mohammed and Sohrab Mohammed and three daughters, namely, Mussamat Begum Bibi, Mussamat Shahjadi Bibi and Mussamat Noor Nehar Bibi as her only heirs heiresses and legal representatives who all upon her death inherited her undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- i) The said Mussamat Tooni Bibi, a Muslim died intestate leaving her surviving her two sons, namely, Yusuf Khan and Isa Khan as her only heirs and legal representatives who both upon her death inherited and became entitled to her undivided share in the said 26 Satak Property as per Muslim of Law inheritance.
- j) The said Sheikh Sovan Mistry, Oli Mohammad, Khalek Mohammad, Malek Mohammad, Sohrab Mohammad, Mussamat Begum Bibi, Mussamat Shahjadi Bibi, Mussamat Noor Nehar Bibi, Ashgar Ali Mondal, Akbar Ali Mondal, Joynal Ali Mondal, Yusuf Khan and Isa Khan became seized and possessed as the absolute owners of the said 26 Satak Property.
- k) The said 26 Satak Property was separately assessed and numbered by the Kolkata Municipal Corporation as Premises No.8B Bosepukur Road, Kolkata.
- l) By an Indenture of Conveyance dated 20th November 1991 made between Sheikh Sovan Mistry and twelve others as vendors therein and the said Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia, Himaja Prasad Bhattacharjee, Madhabi Banerjee, Kamala Mukherjee and Meghnath Banerjee as purchasers therein and registered with the District Sub-Registrar-III, Alipore, South 24-Parganas in Book I Volume No.280 Pages 478 to 497 Being No.16829 for the year 1991, the said Sheikh Sovan Mistry and others for the consideration therein mentioned granted sold

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conveyed transferred assigned and assured unto and in favour of the said Swapan Kumar Banerjee and six others absolutely and forever the said 26 Satak Property numbered as premises No.8B Bosepukur Road, Kolkata in the following shares:

(i) Swapan Kumar Banerjee	...	Undivided 00 Cottah 04 Chittacks
(ii) Hare Krishna Prasad	...	Undivided 07 Cottah 03 Chittacks
(ii) Shambhu Nath Neotia	...	Undivided 07 Cottah 03 Chittacks
(iv) Himaja Prasad Bhattacharjee	...	Undivided 00 Cottahs 03 Chittacks
(v) Madhabi Bandopadhyay	...	Undivided 00 Cottahs 03 Chittacks
(vi) Kamala Mukherjee	...	Undivided 00 Cottahs 03 Chittacks
(vi) Meghnath Banerjee	...	<u>Undivided 00 Cottahs 03 Chittacks</u>
Total	...	<u>Undivided 15 Cottahs 06 Chittacks</u>

- m) The Kolkata Municipal Corporation duly mutated the names of the said Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia, Himaja Prasad Bhattacharjee, Madhabi Banerjee, Kamala Mukherjee and Meghnath Banerjee as owners of the said premises Nos. 8B Bosepukur Road, Kolkata;

C. Upon being so applied for by the said seven owners the Kolkata Municipal Corporation amalgamated and included the said premises No. 8B Bose Pukur Road, Kolkata into premises No. 8 Bose Pukur Road, Kolkata and renumbered/continued to be numbered as premises No. 8 Bose Pukur Road, Kolkata containing an area of 55 Cottahs 06 Chittacks more or less morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES**".

D. The said Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia, Himaja Prasad Bhattacharjee, Madhabi Banerjee, Kamala Mukherjee and Meghnath Banerjee were seized and possessed of as the absolute owners of the said Premises in undivided shares as follows:

- (a) Swapan Kumar Banerjee, being the sum total of undivided 11 Cottahs recited in paragraph A(xiii) (a) above and undivided 04 Chittack recited in paragraph B(1)(i) above equivalent to undivided:

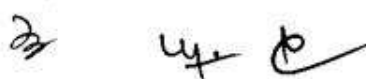
... 11 Cottahs 04 Chittacks

- (b) Hare Krishna Prasad, being the sum total of undivided 04 Cottahs 12 Chittacks recited in paragraph A(xiii)

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(b) above and undivided 07 Cottahs 03 Chittacks recited in paragraph B(I)(ii) above equivalent to undivided:	... 11 Cottahs 15 Chittacks
(c) Shambhu Nath Neotia, being the sum total of undivided 04 Cottahs 12 Chittacks recited in paragraph A(xiii) (c) above and undivided 07 Cottahs 03 Chittacks recited in paragraph B(I)(iii) above equivalent to undivided:	... 11 Cottahs 15 Chittacks
(d) Himaja Prasad Bhattacharjee, being the sum total of undivided 05 Cottahs recited in paragraph A(xiii) (d) above and undivided 03 Chittacks recited in paragraph B(I)(iv) above equivalent to undivided:	... 05 Cottahs 03 Chittacks
(e) Madhabi Banerjee, being the sum total of undivided 06 Cottahs 08 Chittacks recited in paragraph A(xiii) (e) above and undivided 03 Chittacks recited in paragraph B(I)(v) above equivalent to undivided:	... 06 Cottahs 11 Chittacks
(f) Kamala Mukherjee, being the sum total of undivided 03 Cottahs recited in paragraph A(xiii) (f) above and undivided 03 Chittacks recited in paragraph B(I)(vi) above equivalent to undivided:	... 03 Cottahs 03 Chittacks
(g) Meghnath Banerjee, being the sum total of undivided 05 Cottahs recited in paragraph A(xiii) (g) above and undivided 03 Chittacks recited in paragraph B(I)(vii) above equivalent to undivided:	... <u>05 Cottahs 03 Chittacks</u>
Total	... <u>55 Cottahs 06 Chittacks</u>

E. The said Meghnath Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law died intestate sometime in the year 1996 leaving him surviving his wife Manashi Banerjee, only son Joydip Banerjee and only daughter Debjani Barua as

his only heir heiresses and legal representatives who all upon his death inherited and became entitled to his undivided 5 Cottahs 3 Chittacks landed property in the said premises in equal shares.

- F. By an Indenture of Conveyance dated 9th April 1999 made between the said Himaja Prasad Bhattacharjee as vendor therein, the said Swapan Kumar Banerjee, Smt. Kamala Mukherjee, Smt. Madhabi Banerjee, Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Hare Krishna Prasad and Shambhu Nath Neotia and Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia as confirming parties therein and (Messrs.) New Ballygunge Builders Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I Volume No.1 Pages 1 to 35 Being No.18415 for the year 2006, the Vendor thereto, said Himaja Prasad Bhattacharjee for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said New Ballygunge Builders Private Limited **ALL THAT** his entire undivided landed property containing an area of 05 Cottahs 3 Chittacks more or less at and in the said Premises, being the aforesaid amalgamated premises No. 8 Bosepukur Road, Kolkata absolutely and forever and eight of the Confirming Parties thereto namely Swapan Kumar Banerjee, Smt. Kamala Mukherjee, Smt. Madhabi Banerjee, Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Hare Krishna Prasad and Shambhu Nath Neotia concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and confirmed the sale thereby made, being the persons originally agreed to purchase, interaila, the said 05 Cottahs 03 Chittacks landed property and subsequently nominated the said Purchaser, New Ballygunge Builders Private Limited to complete the purchase of the said 05 Cottahs 03 Chittacks landed property in their place and stead and as their nominee.
- G. The said Smt. Kamala Mukherjee, a Hindu governed by the Dayabhaga School of Hindu Law died intestate sometime in the year 2002 leaving her surviving husband Adi Keshab Mukherjee, one son Somnath Mukherjee and five daughters Taruna Mukherjee, Madhabi Banerjee, Sarmistha Mukherjee, Madhury Mukhopadhyay and Manashi Banerjee as her only heirs heiresses and legal representatives who all upon her death inherited and became entitled to her undivided 3 Cottahs 3 Chittacks landed property at and in the said Premises in equal shares.
- H. The said Adi Keshab Mukherjee, a Hindu governed by the Dayabhaga School of Hindu Law died intestate sometime in the year 2005 leaving him surviving one son said Somnath Mukherjee and five daughters namely, said Taruna Mukherjee, Madhabi Banerjee, Sarmistha Mukherjee, Madhury Mukhopadhyay and Manashi

Banerjee as his only heir heiresses and legal representatives who all upon his death inherited and became entitled to his share in the undivided 3 Cottahs 3 Chittacks landed property at and in the said Premises in equal shares.

- I. By an Indenture of Conveyance dated 4th August 2006 made between the said Swapan Kumar Banerjee as vendor therein, the said Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Builders Private Limited and said Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia as confirming parties therein and said New Ballygunge Builders Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.7 Pages 7616 to 7643 Being No.2819 for the year 2010, the Vendor thereto, said Swapan Kumar Banerjee for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said New Ballygunge Builders Private Limited **ALL THAT** undivided 01 Cottah 13 Chittacks landed property (out of his undivided 11 Cottahs 04 Chittacks landed property) at and in the said Premises absolutely and forever and eleven of the Confirming Parties thereto namely Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Builders Private Limited concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and confirmed the sale thereby made, being the persons originally agreed to purchase, interaila, the said 01 Cottahs 13 Chittacks landed property and subsequently nominated the said Purchaser, New Ballygunge Builders Private Limited to complete the purchase of the said 01 Cottahs 13 Chittacks landed property in their place and stead and as their nominee.
- J. By an Indenture of Conveyance dated 4th August 2006 made between the said Swapan Kumar Banerjee as vendor therein, the said Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and said New Ballygunge Builders Private Limited and said Smt. Archana Devi Prasad, Somnath Ghosh, Sajjan Kumar Neotia as confirming parties therein and Gold Rock Constructors Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.7 Pages

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7588 to 7615 Being No.2818 for the year 2010, the Vendor thereto, said Swapan Kumar Banerjee for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Gold Rock Constructors Private Limited **ALL THAT** undivided 05 Cottahs 10 Chittacks landed property (out of his undivided 11 Cottahs 04 Chittacks landed property) at and in the said Premises absolutely and forever and eleven of the Confirming Parties thereto namely Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Builders Private Limited concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and confirmed the sale thereby made, being the persons originally agreed to purchase, interaila, the said 05 Cottahs 10 Chittacks landed property and subsequently nominated the said Purchaser, Gold Rock Constructors Private Limited to complete the purchase of the said 05 Cottahs 10 Chittacks landed property in their place and stead and as their nominee.

- K. By an Indenture of Conveyance dated 4th August 2006 made between said Swapan Kumar Banerjee as vendor therein, said Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Builders Private Limited and Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia as confirming parties therein and Shubh City Promoters Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.7 Pages 7813 to 7840 Being No.2820 for the year 2010, the Vendor thereto, said Swapan Kumar Banerjee for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Shubh City Promoters Private Limited **ALL THAT** his remaining undivided 03 Cottahs 13 Chittacks landed property at and in the said Premises absolutely and forever and eleven of the Confirming Parties thereto namely Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Builders Private Limited concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and

confirmed the sale thereby, being the persons originally agreed to purchase, interaila, the said 03 Cottahs 13 Chittacks landed property and subsequently nominated the said Purchaser, Shubh City Promoters Private Limited to complete the purchase of the said 03 Cottahs 13 Chittacks landed property in their place and stead and as their nominee.

- L. By an Indenture of Conveyance dated 4th August 2006 made between said Somnath Mukherjee, Smt. Manashi Banerjee, Smt. Taruna Mukherjee, Smt. Madhabi Banerjee, Smt. Sarmistha Mukherjee and Smt. Madhury Mukhopadhyaya (Worlee) as vendors therein, said Joydeep Banerjee, Smt. Debjani Barua, Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Buillders Private Limited and Smt. Archana Devi Prasad, Somnath Ghosh, and Sajjan Kumar Neotia as confirming parties therein and the said Shubh City Promoters Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.7 Pages 7700 to 7727 Being No.2822 for the year 2010, the Vendors thereto, said Somnath Mukherjee and others for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Shubh City Promoters Private Limited **ALL THAT** their entire undivided 03 Cottahs 03 Chittacks landed property at and in the said Premises absolutely and forever and six of the said Confirming Parties thereto namely Joydeep Banerjee, Smt. Debjani Barua, Swapan Kumar Banerjee, Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Buillders Private Limited concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and confirmed the sale thereby, being the persons originally agreed to purchase, interaila, the said 03 Cottahs 03 Chittacks landed property and subsequently nominated the said Purchaser, Shubh City Promoters Private Limited to complete the purchase of the said 03 Cottahs 03 Chittacks landed property in their place and stead and as their nominee.
- M. By an Indenture of Conveyance dated 4th August 2006 made between said Smt. Madhabi Banerjee as vendor therein, said Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Buillders Private Limited and Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia as confirming parties therein and Gold Rock Properties Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.7 Pages 7672 to 7699 Being No.2821 for the year 2010, the Vendor thereto, said Madhabi Banerjee for the

consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said Gold Rock Properties Private Limited **ALL THAT** her entire undivided 06 Cottahs 11 Chittacks landed property at and in the said Premises absolutely and forever and eleven of the said Confirming Parties thereto namely Smt. Manashi Banerjee, Joydeep Banerjee, Smt. Debjani Barua, Smt. Madhabi Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Buildders Private Limited concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and confirmed the sale thereby, being the persons originally agreed to purchase, interaila, the said 06 Cottahs 11 Chittacks landed property and subsequently nominated the said Purchaser, Gold Rock Properties Private Limited to complete the purchase of the said 06 Cottahs 11 Chittacks landed property in their place and stead and as their nominee.

- N. By an Indenture of Conveyance dated 4th August 2006 made between said Smt. Manashi Banerjee, Joydeep Banerjee and Smt. Debjani Barua as vendors therein, said Swapan Kumar Banerjee Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Madhabi Banerjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Buildders Private Limited and Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia as confirming parties therein and New Ballygunge Developers Private Limited as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.7 Pages 7560 to 7587 Being No.2817 for the year 2010, the Vendors thereto, said Manashi Banerjee and others for the consideration therein mentioned granted sold conveyed transferred assigned and assured unto and in favour of the said New Ballygunge Developers Private Limited **ALL THAT** their entire undivided 05 Cottahs 03 Chittacks landed property at and in the said Premises absolutely and forever and nine of the said Confirming Parties thereto namely Swapan Kumar Banerjee, Somnath Mukherjee, Smt. Taruna Mukherjee, Smt. Madhabi Banerjee, Smt. Sarmistha Mukherjee, Smt. Madhury Mukhopadhyaya (Worlee), Hare Krishna Prasad, Shambhu Nath Neotia and New Ballygunge Buildders Private Limited concurred and confirmed the sale thereby made, being the co-owners of the said premises and four of the confirming parties thereto namely Hare Krishna Prasad, Smt. Archana Devi Prasad, Somnath Ghosh and Sajjan Kumar Neotia also concurred and confirmed the sale thereby, being the persons originally agreed to purchase, interaila, the said 05 Cottahs 03 Chittacks landed property and subsequently nominated the said Purchaser, New

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Ballygunge Developers Private Limited to complete the purchase of the said 05 Cottahs 03 Chittacks landed property in their place and stead and as their nominee.

- O. The said Hari Krishna Prasad, Shambhu Nath Neotia, New Ballygunge Builders Private Limited, Gold Rock Constructors Private Limited, Shubh City Promoters Private Limited, Gold Rock Properties Private Limited and New Ballygunge Developers Private Limited are seised and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of the said amalgamated Premises No.8 Bosepukur Road, Kolkata admeasuring 55 Cottahs 6 Chittacks more or less in the following undivided shares:

i) Hari Krishna Prasad	... 11 Cottahs 15 Chittacks (equivalent to 21.56%)
ii) Shambhu Nath Neotia	... 11 Cottahs 15 Chittacks (equivalent to 21.56%)
iii) New Ballygunge Builders Pvt. Ltd.	... 07 Cottahs 00 Chittacks (equivalent to 12.64%)
iv) Gold Rock Constructors Pvt. Ltd.	... 05 Cottahs 10 Chittacks (equivalent to 10.16%)
v) Shubh City Promoters Pvt. Ltd.	... 07 Cottahs 00 Chittacks (equivalent to 12.64%)
vi) Gold Rock Properties Pvt. Ltd.	... 06 Cottahs 11 Chittacks (equivalent to 12.07%)
vii) New Ballygunge Developers Pvt. Ltd.	... <u>05 Cottahs 03 Chittacks (equivalent to 9.37%)</u>
Total...	<u>55 Cottahs 06 Chittacks (equivalent to 100%)</u>

- P. Plan for construction of a new building at the said premises has been submitted with the Kolkata Municipal Corporation for sanctioning after obtaining and submitting all necessary permissions, approvals, certificates etc.

- Q. The Vendor hereto, Hare Krishna Prasad has contracted*with the Purchaser for absolute sale of his undivided 11 Cottahs 15 Chittacks landed property, i.e., undivided 21.56% part or share of and in the said premises and all properties benefits and rights appurtenant thereto morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the **VENDOR'S SHARE IN THE SAID PREMISES**" to the Purchaser free from all encumbrances charges mortgages leases tenancies occupancy rights uses debutters trusts liens lispensens attachments acquisition requisition alignment claims demands and liabilities whatsoever ~~or~~ howsoever and together with all benefits of the plans submitted with Kolkata Municipal Corporation and with

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complete vacant peaceful possession to be held jointly with the Confirming Parties hereto at or for a total consideration of Rs.71,62,500.00 (Rupees seventy one lacs sixty two thousand five hundred) only.

R. At the requisition of the Purchasers, the Confirming Parties have agreed to join in and execute these presents concurring and confirming the sale hereby made of the Vendor's share in the said premises by the Vendors in favour of the Purchasers absolutely.

I. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs. 71,62,500.00 (Rupees seventy one lacs sixty two thousand five hundred) only in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever acquit release and discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be in favour of the Purchaser) the Vendor doth hereby grant sell convey transfer assign assure and deliver and the Confirming Parties do hereby concur and confirm unto and to the Purchaser **ALL THAT** undivided more or less 11 Cottahs 15 Chittacks landed property, out of 55 Cottahs 06 Chittacks landed property i.e., undivided 21.56% share of and in the landed property situate and lying at premises No. 8, Bosepukur Road, Kolkata-700042 Together With like undivided 21.56% share of and in the messuages tenements hereditaments dwelling houses out-houses structures and premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in "**RED**" and hereinafter referred to as "**the Vendor's share in the said Premises**") **TOGETHER WITH** all electrical sanitary and other fittings and fixtures attached thereto **AND TOGETHER WITH** like undivided share in all and singular the edifices, fixtures, gates, courts, courtyards, compound, compound walls on all sides, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights, electric, gas, and other connections, fixtures, fittings, and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were ~~of was held~~ used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and every part thereof **AND** all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **AND TOGETHER WITH** the benefits of plans, permissions, approvals, certificates obtained or submitted with the Kolkata Municipal Corporation in respect of the said premises for sanctioning for construction of building thereat **AND TOGETHER WITH** all deeds pattahs muniments writings and other evidence of title which in any way relate to or concern the Vendor's share in the said Premises or any part thereof which now is or are or hereafter shall or may

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be in the possession or power 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 **TO HAVE AND TO HOLD** the Vendor's share in the said Premises and all properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or any other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights uses liens lis pendens attachments debutters trusts restrictions restrictive covenants acquisition requisition alignment claims demands and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor or his predecessor-in-title or interest made done omitted executed or knowingly permitted or suffered to the contrary, the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrance charge condition restriction use trust or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Vendor or his predecessors-in-title has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed and transferred or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed matter or thing whatsoever made done as aforesaid the Vendor hath now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights restrictions restrictive covenants lis pendens uses debutters trusts prohibitions claims demands and liabilities whatsoever or howsoever.

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- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive 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 having or lawfully rightfully or equitably claiming through under or in trust for the Vendor or his predecessors-in-title and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and every person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictions prohibitions restrictive covenants liens attachments lis pendens uses debutters trusts requisition acquisition claims demands and liabilities whatsoever or howsoever made or suffered or created by the Vendor or any person or persons claiming as aforesaid.
- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.
- (vii) **AND THAT** the sale shall be together with all and every benefits of and/or arising out of the plans and related documents submitted with the Kolkata Municipal Corporation for sanction for construction of building at the said premises and all permissions approvals and clearances obtained from the appropriate authorities as also all acts deeds and things done in anyway relating thereto shall henceforth belong to and be owned benefited and enjoyed by the Purchaser alongwith the other Co-owners.

III. AND THE VENDOR DO HEREBY DECLARE AND ASSURE THE PURCHASER as follows:-

- a) **THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is not certificate case or proceedings against the Vendor for realization of the arrears of Income Tax or Wealth Tax or Gift Tax or

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other taxes or dues or otherwise under the Public Demands Recovery Act or any other Act for the time being in force.

- b) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or the Kolkata Municipal Corporation or the Kolkata Improvement Trust or the Government or any other Public body or authorities.
- c) **AND THAT** no declaration or notification is made or published for acquisition or requisition of or alignment on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever.
- d) **AND FURTHER THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or otherwise under any other Act or law for the Vendor to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)

ALL THAT messuages tenements hereditaments sheds structures and premises Together With the piece of parcel of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing an area of 55 Cottahs 06 Chittacks more or less situate lying at and being the entire premises No.8, Bosepukur Road, Kolkata-700042 comprised of C.S. Dag Nos. 1312, 1313 and 1318 all recorded in C.S. Khatian No.114 and C.S. Dag No. 1307 recorded in C.S. Khatian No.644 all in Mouza-Kasba, J.L. No. 13, under Police Station Kasba, Sub-Registration Office Alipore under Ward No.67 of the Kolkata Municipal Corporation in the District of South 24-Parganas and delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows.

On the North	:	By portions of C.S. Dag Nos.1300, 1304 and 1308 of Mouza Kasba;
On the South	:	By municipal road being Bosepukur Road;
On the East	:	By portions of C.S. Dag Nos.1310 and 1311 of Mouza Kasba;
On the West	:	By portions of C.S. Dag Nos.1314 and 1317 of Mouza Kasba.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(VENDOR'S SHARE IN THE SAID PREMISES)

ALL THAT messuages tenements hereditaments sheds structures and premises Together With the piece of parcel of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing an area of 11 Cottahs 15 Chittacks more or less situate lying at and being an undivided portion of premises No.8, Bosepukur Road, Kolkata-700042 comprised of C.S. Dag Nos. 1312, 1313 and 1318 all recorded in C.S. Khatian No.114 and C.S. Dag No. 1307 recorded in C.S. Khatian No.644 all in Mouza-Kasba, J.L. No. 13, under Police Station Kasba, Sub-Registration Office Alipore under Ward No.67 of the Kolkata Municipal Corporation in the District of South 24-Parganas

Be it mentioned that the total area of the residential structures having cemented flooring on the Vendor's share in the said Premises is 410 Square feet more or less.

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 SEALED AND DELIVERED by
 the abovenamed VENDOR at Kolkata in the
 presence of:

Umaanghona
 Advocate.
 4, Govt. Place (North)
 8th floor, Kolkata - 700001
 Y.A. Salun, Adv.

Hare Krishna Prasad

SIGNED SEALED AND DELIVERED on
 behalf of the withinnamed PURCHASER
 by its Director, Mr. Nirmal Kumar Jain at
 Kolkata in the presence of:

Umaanghona
 Advocate
 Y.A. Salun, Adv.
 Chandraj Shree & Co.
 4, Govt. Place (N)
 KOL-1

For Eastern Infrastructure Private Limited

Nirmal Kumar Jain
 Director

SIGNED SEALED AND DELIVERED on
behalf of the abovenamed **CONFIRMING**
PARTIES at Kolkata in the presence of:

Umaanghane

Y. A. Salun, Adv.

Shambhu Nath Neotia
(SHAMBHU NATH NEOTIA)

NEW BALLYGUNGE BUILDERS (P) LTD.

Harve Krishna Prasad

Director

FOR NEW BALLYGUNGE DEVELOPERS (P) LTD.

Harve Krishna Prasad

Director

FOR SHUBH CITY PROMOTERS (P) LTD.

Sugan Neotia

Director

FOR GOLD ROCK CONSTRUCTORS (P) LTD.

Sugan Neotia

Director

FOR GOLD ROCK PROPERTIES (P) LTD.

Sugan Neotia

Director

Drafted by me:

Umaanghane
Advocate
High Court, Calcutta.

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of
Rs. 71,62,500.00 (Rupees seventy one lacs sixty two thousand five hundred) only being the
consideration in full payable under these presents as per the memo written hereinbelow.

MEMO OF CONSIDERATION:

Sl. No.	By or out of Cash/Cheque/Pay Order Number	Date	Bank, Branch	Amount (in Rs. P.)
1.	674652	10.02.2010	The South Indian Bank	40,54,050.00
2.	674656	10.02.2010	-do-	1,00,000.00
3.	674686	14.12.2010	-do-	5,00,000.00
4.	132756	15.01.2011	HDFC Bank	25,08,450.00
			Total:	71,62,500.00

(Rupees seventy one lacs sixty two thousand five hundred) only

WITNESSES:

Umaanghane

Y. A. Salun, Adv.

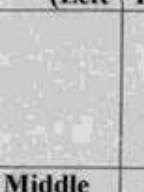
Harve Krishna Prasad
(VENDOR)

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

	<i>Finger prints of the executant</i>				
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

	<i>Finger prints of the executant</i>				
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	

Space for pasting Photograph of the executant.	<i>Finger prints of the executant</i>				
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little	



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

Endorsement For Deed Number : I - 00629 of 2011
(Serial No. 00527 of 2011)

On

Payment of Fees:

On 25/01/2011

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

Presented for registration at 16.05 hrs on :25/01/2011, at the Private residence by Nirmal Kumar Jain ,Claimant.

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

Execution is admitted on 25/01/2011 by

1. Hare Krishna Prasad
Director, New Ballygunge Builders Pvt. Ltd., 6/7 A, A. J. C. Bose Road, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, New Ballygunge Developers Pvt. Ltd., 6/7 A, A. J. C. Bose Road, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .
, By Profession : Others
2. Shambhu Nath Neotia, son of Lt Hari Ram Neotia , 244, Chittaranjan Avenue, Kolkata, Thana:-Girish Park, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Others
3. Sajjan Kumar Neotia
Director, Shubh City Promoters Pvt. Ltd., 6/7 A, A. J. C. Bose Road, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .

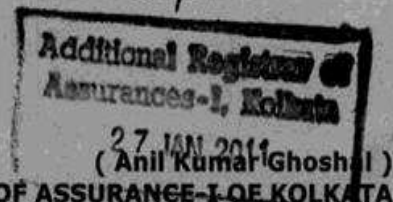
Director, Gold Rock Constructions Pvt. Ltd., 6/7 A, A. J. C. Bose Road, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .

Director, Gold Rock Properties Pvt. Ltd., 6/7 A, A. J. C. Bose Road, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .
, By Profession : Others
4. Nirmal Kumar Jain
Director, Kasturi Infrastructure Pvt. Ltd., 5/2, Garstin Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
, By Profession : Others

Identified By Animesh Sen, son of ---, C/O. Rankaj Shroff & Co., 4, Government Place North, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Advocate.

(Anil Kumar Ghoshal)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 27/01/2011



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



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

Endorsement For Deed Number : I - 00629 of 2011
(Serial No. 00527 of 2011)

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. 191993/-, on 27/01/2011

(Under Article : A(1) = 191895/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 27/01/2011)

Certificate of Market Value(WB PUVI rules of 2001)

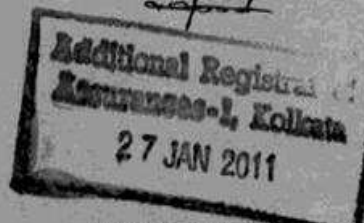
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-17445107/-

Certified that the required stamp duty of this document is Rs.- 1221177 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 1221177/- is paid 06283025/01/2011 State Bank of India, ESPLANADE, received on 27/01/2011

(Anil Kumar Ghoshal)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Anil Kumar Ghoshal)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

DATED THIS 25th DAY OF JANUARY.. 2011

BETWEEN

HARE KRISHNA PRASAD

...VENDOR

AND

KASTURI INFRASTRUCTURE PVT. LTD.

...PURCHASER

AND

SHAMBHU NATH NEOTIA & OTHERS

...CONFIRMING PARTIES

CONVEYANCE

(Undivided Part of 8 Bose Pukur Road, Kolkata)

PANKAJ SHROFF & COMPANY

Advocates

4 GOVERNMENT PLACE NORTH

8TH FLOOR,

KOLKATA-700001.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 2
Page from 3799 to 3830
being No 00629 for the year 2011.



(Anil Kumar Ghoshal) 28-January-2011
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal