10444 — I — 8034 2/09

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

₹. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

Additional Registrar of Assurances-I, Kolkata

187291 92,93

29.8.08

(250000×2)+200000/-

Paid as Collected Stamp Duty

THIS INDENTURE made this 30th day of August Two Thousand And Eight BETWEEN BENUD BEHARI DUTT TRUST a Charitable

38864
Mukherjee Agarwala & Co.

Serial No.....
Sold to.....
Address.....
.....
C.M.P.O. Court
8, Bankshall St, Cal - 1
15 MAY 2008

C. E. R's. Court
8 Bankshall Street

ENCLAVE TRADECOM PVT. LTD.
Deepak Jhunjhunwala
DIRECTOR.
DEEPAK JHUN JHUN WALA

(RAMA DUTT)

Bhushan Samyal

Identified by me
Amal Das Son of
Sri Gaur Hari Das
of P/1/B, Hazra Rd.
Kolkata - 700026

Trust created by a registered Deed of Trust dated 9th April,1990 having its office at 9/12 Lalbazar Street (Mercantile Buildings) Kolkata – 700 001 represented by its present trustees ***Kanak Dutt Bhuban Sanyal and Stella Eapen (Joseph)*** *hereinafter referred to as the* ***"VENDOR"*** *of the* ***ONE PART***

AND

ENCLAVE TRADECOM PRIVATE LIMITED *, a company within the meaning of the Companies Act, 1956 and having its Registered Office at 18, British India Street B.I.A. Merlin Chamber Kolkata – 700 069* ***Pan No.AABCE9724B*** *hereinafter referred to as the "****PURCHASER****" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of* ***THE OTHER PART***

WHEREAS *by a Registered Bengali Deed of Conveyance dated 7th November 1941 and registered in the office of the Joint Sub-Registrar of Alipore at Behala in Book I volume 17 page 95 to 104 Being No.1379 for the year 1941 and made between one Preonath Ganguly therein referred to as the Vendor of the One Part Heramba Chandra Chowdhury therein referred to as the purchaser of the Other Part the said Heramba Chandra Chowdhury purchased all that three storied building and tin shed with brick built structure constructed around the year 1900 together with a piece or parcel of rent free land containing by estimation Nine (9) Cottahs One (1) Chittack Six (6) Square Feet be the same a little more or less situate lying at and being Premises No.36A 36B and 36C Pratapaditya Road under Police Station Tollygunge Kolkata 700 026 fully described in the Schedule thereunder and hereunder written*

AND WHEREAS *the said Heramba Chandra Chowdhury died intestate on 17th January,1951 leaving him surviving his widow Rajabala Devi two sons Sasanka Sekhar Chowdhury and Kalikesh Chowdhury and four married daughters and inter alia the said Premises No.36A ,36B and 36C Pratapaditya Road which devolved upon the said Rajabala Devi for life and Sasanka Shekhar Chowdhury and Kalikesh Chowdhury absolutely each having undivided One-third share therein*

AND WHEREAS *on the passing of the Hindu Succession Act,1956 the life estate of Rajabala Devi became her absolute estate*

AND WHEREAS *the said Rajabala Devi died on 14th November,1972 after making and publishing her Last Will and Testament dated 11th August,1957 and bequeathed her undivided One-Third share in the said property to her said two sons in equal share*

AND WHEREAS *Probate of the said Last Will and Testament dated 11th August,1957 was duly granted by the District Judge Alipore on 23rd December,1974*

AND WHEREAS the said Sasanka Shekhar Chowdhury and the said Kalikesh Chowdhury thus became entitled to the said properties each having undivided equal half share therein

AND WHEREAS *the portions of the said premises was let out to a tenant*

AND WHEREAS *a suit for ejectment being Title Suit No.728 of 1984 was filed by the said Sasanka Shekhar Chowdhury and Kalikesh Chowdhury for ejectment against the Oriental Mercantile Company Limited ~~one of~~*

~~the~~ a tenants in respect of the Premises No.36A and 36B save and except ground floor and part of 36C with three tin shed rooms which was duly decreed by the 1st Court of the Learned Munsiff at Alipore and confirmed by the District Judge Alipore and the Honorable High Court at Calcutta

AND WHEREAS during the pendency of the aforesaid Title Suit/Appeal the said Sasanka Sekhar Chowdhury died intestate on 28th January,1995 leaving him surviving his widow the said Dhira Chowdhury and his married daughter Runu Mukherjee as his only heirs and legal representatives in respect of the undivided half share in the said premises No.36A,36B and 36C Pratapaditya Road Calcutta who were duly substituted in the said Suit/Appeal

AND WHEREAS the said Kalikesh Chowdury Dhira Chowdhury and Runu Mukherjee started Execution Case No.1 of 1998 before the 1st Court of the Learned Munsiff at Alipore against the Oriental Mercantile Company Limited for obtaining possession as aforesaid interms of the said decree as confirmed which remains pending

AND WHEREAS by and under a Deed of Gift dated 30th April,2002 made between the said Kalikesh Chowdhury Dhira Chowdury Runu Mukherjee therein collectively described as Donors of the One Part AND Benud Behari Dutt Trust therein described as the Donee of the Other Part and registered in the office of the Additional Registrar of Assurances I Calcutta in Book I Volume I page 1 to 7 Being No.00981 for the year 2006 the said Kalikesh Chowdhury Dhira Chowdhury Runu Mukherjee for the consideration therein mentioned transferred conveyd unto the said Benud Behari Dutt Trust the said property absolutely and forever with the right to execute the decree and to take steps against other occupiers

AND WHEREAS after the said Deed of Gift the Vendor duly applied for and have its name substituted in the pending execution proceedings as also took further steps in the said execution application for recovery of possession from the said judgement debtors

AND WHEREAS the said Judgement Debtor Oriental Mercantile Company Limited filed a Suit before the Honourable Court at Calcutta being C.S. No.168 of 2006 challenging the validity and legality of the said Deed of Gift and filed an application for injunction to negate the impact of the decree for eviction passed against the said Oriental Mercantile Company Limited

AND WHEREAS the said application was heard and disposed of by the Honourable High Court at Calcutta by the judgement and Order dated 8th May,2007 whereby the said application was dismissed and interim orders were vacated

AND WHEREAS being aggrieved by the said judgement and order dated 8th May,2007 an Appeal being A.P.O.T. No.309 of 2007 was preferred by the said Oriental Mercantile Company Limited which was disposed of by the Honourable High Court by the Order dated 18th July,2007 whereby the said Appeal and also the Suit were dismissed

AND WHEREAS the said Oriental Mercantile Company Limited instituted a Suit on or about 11th May,2007 being Title Suit No.18 of 2007 against the Vendor herein (The Oriental Mercantile Company Limited Versus Benud Behari Dutt Trust and others) in the 8th Court of the Learned Civil Judge (Senior Division) at Alipore inter-alia praying for a Declaration

that the Decree passed on September 30,1997 in Title Suit No.728 of 1984 by the 1st Court of the Learned Munsiff at Alipore inter-alia on the grounds of bonafide personal requirement be declared as a nullity not binding on the plaintiff as the same has been obtained by fraud and be set aside

AND WHEREAS some portion of *the said building is in occupation of different persons including illegal sub-tenants unauthorized occupants and there is hardly any income to carry out the objects of the trust and to maintain the building by paying the Municipal Taxes amongst others and as such the said Premises and the building which is about hundred year old and is in a state of dilapidated condition and there is no likelihood of getting possession of the premises at any time in future without incurring further litigation costs which the trust could not afford*

AND WHEREAS *the said Vendor is thus seised and possessed of and absolutely entitled to ALL THAT the three storied building and tin shed with brick built structure constructed around the year 1900 together with a piece or parcel of rent free land containing by estimation 9 (Nine) Cottahs 1 (One) Chittack 6 (Six) Square feet be the same a little more or less situate lying at and being Premises No.36A, 36B and 36C Pratapaditya Road Kolkata – 700 026 morefully described in the Schedule hereunder written*

AND WHEREAS the Vendor herein has incurred considerable expenses in pursuing the litigation as aforesaid which far exceeds the income of the Vendor derived from the said property

AND WHEREAS the Vendor herein being a charitable Trust can no longer afford to continue with such enormous expenses for further pursuing the litigation as required in the circumstances aforesaid in spite of achieving favourable decision

AND WHERAS the Purchaser has taken physical inspection of the Premises No.36A , 36B and 36C Pratapaditya Road to ascertain the actual nature of the physical possession and has also gone through the documents to ascertain the basis of such possession

AND WHEREAS the Trustees of the Vendor have unanimously resolved at a meeting of the said Trustees held on August,8 2008 that the said property will be transferred by the Trust in favour of the Purchaser at a consideration of Rs.1,00,00,000/- (Rupees One Crore) only

AND WHEREAS the Vendor agreed with the Purchaser for absolute sale to them on as is where is basis the three storied building and tin shed with brick built structure constructed around the year 1900 together with a piece or parcel of rent free land containing by estimation 9 Cottahs 1 Chittacks 6 Square Feet be the same a little more or less situate lying at and being Premises No.36A 36B and 36C Pratapaditya Road Kolkata – 700 026 fully described in the Schedule hereunder written at a total consideration of Rs.1,00,00,000/- (Rupees One Crore)only with the right to execute the Decree against the Oriental Mercantile Company Limited and to take further steps against the illegal sub tenants and unauthorized occupants

NOW THIS INDENTURE WITNESSETH *that in pursuance of the said agreement and in consideration of the sum of* ***Rs.1,00,00,000/- (Rupees One Crore only)*** *paid to the Vendor (the receipt whereof the Vendor doth*

hereby ad by the receipt hereunder written admit and acknowledge) the d Vendor doth hereby acquit release and forever discharge the Purchaser for payment of the same and every part thereof the three storied building and tin shed with brick built structure constructed around the year 1900 together with a piece or parcel of rent free land containing by estimation ***Nine (9) Cottahs One (1) Chittack Six (6) Square Feet*** *be the same a little more or less situate lying at and being premises* ***No.36A,36B and 36C, Pratapaditya Road Kolkata – 700 026, under Police Station Tollygunge*** *fully described in the Schedule hereunder written and hereby conveyed or transferred or expressed or intended so to be AND the Vendor doth hereby grant convey transfer assign and assure to and unto and in favour of the Purchaser herein ALL THAT the said* ***three storied*** *building and tin shed with brick built structure constructed around the year 1900 together with a piece or parcel of rent free land containing by estimation Nine (9) Cottahs One (1) Chittack Six (6) Square Feet be the same a little more or less situate lying at and being Premises No.36A, 36B and 36C Pratapaditya Road Kolkata 700 026 under Police Station Tollygunge fully described in the Schedule hereunder written as is where is basis together with the right to execute the decree against the Oriental Mercantile Company Limited and to take further steps against the illegal sub tenants and unauthorized occupants hereinafter for the sake of brevity referred to as "the said Premises" OR HOWSOEVER OTHERWISE the said premises now are or is or at any time heretofore were or was situated butted and bounded called known numbered described or distinguished together with all erections walls structures fixtures ground and soil thereof sewers drains ways paths passages water courses lights rights benefits of ancient ways paths passages water courses lights rights benefits of ancient or other rights liberties easements privileges profits advantages and appurtenances whatsoever thereto belonging or in*

anywise appertaining to or with the same or any part thereof now are or is or at an any time heretofore were held used occupied or enjoyed therewith or reputed to belong or deemed to be taken or known as part parcel and number thereof or appurtenant thereto AND The Reversion and Reversions Reminder and Reminders and the rents issues and profits of and from the said "~~garden land~~ land hereditaments and premises" hereby granted transferred sold conveyed assigned and assured or intended so to be and all deeds pattahs muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was may be in the custody possession or power of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law and in equity to the Purchaser ***TO HAVE AND TO HOLD*** *"the said Premises "hereby granted transferred sold conveyed assigned and assured to and 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 or condition use trust or other things whatsoever to alter defeat encumber or make void the same AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed matter assurance or thing whatsoever by the Vendor made done executed occasioned or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises hereby granted transferred sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance 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 and that free and clear and freely*

and clearly and absolutely acquitted exonerated or discharged or otherwise by the Vendor and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances claims demands charges liens lispendens debts and attachments whatsoever had made done executed occasioned or suffered by the Vendor or any person or persons claiming through under or in trust for it AND the Vendor has good right full power and absolute authority to grant sell transfer convey assign and assure by these presents the said premises AND that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said land and to receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor along with the right to sell convey transfer mortgage or lease out the said land and premises to any person or persons AND the Vendor shall and will from time to time at all times hereafter at the request and cost of the Purchaser do and execute all such acts deeds and matters assurances and things whatsoever and things for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said land and premises hereby granted transferred sold conveyed assigned assured and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT Piece or parcel of land containing by estimation ***Nine (9) Cottahs One (1) Chittack Six (6) Square Feet*** *be the same a little more or less together with the old dilapidated three storied building and one storied tin-shaded structure aggregating to 6000 Square Feet be the same little more or less situate lying at and being* ***Premises No.36A, 36B and 36C Pratapaditya Road*** *within the Municipal limits of Kolkata in* 700 026 *Division VI Sub-Division G Dihi Panchannagram Sub-Registry Office Alipore* ***under Police Station Tollygunge*** *in the District of 24 Parganas (South) Kolkata Municipal Corporation under* ***Ward No.88*** *and marked and delineated in the Map or Plan hereto annexed and thereon bordered Red and butted and bounded as follows:-*

ON THE NORTH	:	*By Premises Nos.34E & 34F Pratapaditya Road*
ON THE EAST	:	*By Pratapaditya Road*
ON THE SOUTH	:	*By Premises No.38J, Pratapaditya Road*
ON THE WEST	:	*By Premises No.7 Sree Mohan Lane*

IN WITNESS WHEREOF *the Vendor herein have set and subscribed their respective hands and seals the day month and year first above written.*

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED VENDOR AT KOLKATA IN THE PRESENCE OF:

FOR SENTOR BEHARI DUTTA TRUST

TRUSTEE

FOR SENTOR BEHARI DUTTA TRUST

TRUSTEE

FOR SENTOR BEHARI DUTTA TRUST

TRUSTEE

Witnesses:-

1. Abhishek Dutt
   s/o Kamal Dutt
   [illegible]

2. Kamal Dutt
   s/o [illegible]
   [illegible]

RECEIVED of and from withinnamed Purchaser within mentioned sum of Rs.1,00,00,000.00 (Rupees one crore) only as per memo below : *Rs. 1,00,00,000.00*

MEMO OF CONSIDERATION

Paid by Pay Order No. 444233 dated 29th August, 2008 issued by Citi Bank, N.A. Branch, Kolkata in favour of Benud Behari Dutt Trust	:	*Rs.*	*50,00,000.00*
Paid by Pay Order No. 444387 dated 29th August, 2008 issued by Citi Bank, N.A. Branch, Kolkata in favour of Benud Behari Dutt Trust		*Rs.*	*50,00,000.00*
Total	:	*Rs.*	*1,00,00,000.00*

(Rupees one crore only)

for BENUD BEHARI DUTT TRUST
Kamal K Das
TRUSTEE

for BENUD BEHARI DUTT TRUST
Abhishek Dutt
TRUSTEE

for BENUD BEHARI DUTT TRUST
Bhubon Sanyal
TRUSTEE

Witnesses:

1. Abhishek Dutt

2. Kamal Das

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-00342 of :2009
(Serial No. 10444, 2008)

On 30/08/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 11.34 hrs on :30/08/2008,at the Office of the A.R.A.-I KOLKATA by Deepak Jhunjhunwala.,Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 30/08/2008 by

1. Kanak Dutta.,Trustee,Benud Behari Dutt Trust (A Charitable Trust),9/12, Lal Bazar St.,Kolkata-01, profession :Business
2. Bhuban Sanyal,Trustee,Benud Behari Dutt Trust (A Charitable Trust),9/12, Lal Bazar St.,Kolkata-01, profession :Others
3. Stella Eapen (Joseph),Trustee,Benud Behari Dutt Trust (A Charitable Trust),9/12, Lal Bazar St.,Kolkata-01, profession :Others
4. Deepak Jhunjhunwala.,Director,Enclave Tradecon Pvt. Ltd.,18, British India St.,B. I. A. Merlin Chamber,Kolkata-69, profession :Business

Identified By Amal Das, son of Gour Hari Das ,7/1 B, Hazra Road Kolkata-26 Thana: Bhowanipur, by caste Hindu,By Profession :Others.

Name of the Registering officer :**Ramananda Das**
Designation :A. R. A. -I KOLKATA

On 01/09/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 109989/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:01/09/2008

Deficit stamp duty

Deficit stamp duty 1.Rs 250000/- is paid, by the draft number 187291, Draft Date 29/08/2008 Bank Name STATE BANK OF INDIA, Kolkata Br., received on :01/09/2008. 2.Rs 250000/- is paid, by the draft number 187292, Draft Date 29/08/2008 Bank Name STATE BANK OF INDIA, Kolkata Br., received on :01/09/2008. 3.Rs 200000/- is paid, by the draft number 187293, Draft Date 29/08/2008 Bank Name STATE BANK OF INDIA, Kolkata Br., received on :01/09/2008.

Name of the Registering officer :**Ramananda Das**
Designation :A. R. A. -I KOLKATA

Additional Registrar of Assurance
(Ramananda Das)
A. R. A. -I KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF KOLKATA
Govt. of West Bengal

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-00342 of :2009
(Serial No. 10444, 2008)

On 17/12/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-13605280/-

Certified that the required stamp duty of this document is Rs 952380 /- and the Stamp duty paid as: Impresive Rs- 100

Name of the Registering officer :**Ramananda Das**
Designation :A. R. A. -I KOLKATA

On 10/01/2009

Certificate of Admissibility(Rule 43)

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

Deficit stamp duty

Deficit stamp duty Rs 252390/- is paid, by the draft number 112119, Draft Date 24/12/2008 Bank Name STATE BANK OF INDIA, Kolkata Br., received on :10/01/2009.

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees : A(1) = 39666/- on: 10/01/2009.

Name of the Registering officer :**Ramananda Das**
Designation :A. R. A. -I KOLKATA

Additional Registrar of Assurance-I, Kolkata

[Ramananda Das]
A. R. A. -I KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF KOLKATA
Govt. of West Bengal

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

Name KANAK DUTT (KANAK DUTT).

Signature

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

Name BHUBAN SANYAL

Signature Bhuban Sanyal

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

Name

Signature STELLA JOSEPH

Stella Joseph

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

DEEPAK JHON JHON WALA

Deepak Jhon

SITE PLAN OF LAND AND TWO STORIED BUILDING AT PREMISES NO. 36A, B.C. DE. BAIPADITYA ROAD, KOLKATA-700028 BOROUGH NO. 12, P.S. TOLLYGUNGE, UNDER K.M.C. WARD NO. 98.

AREA OF LAND - 3K-10 SFT. (NIL) - SHOWN IN RED BORDER.

TOTAL COVERED AREA = 2Q - 5FT. (SUPER BUILT-UP)

N

SCALE 1" = 8'-0"

EXISTING OLD TWO STORIED BUILDING.

AREA 3K - 1CH - 6 SFT.

75'-9"

40'-0" WIDE FOOT PATH

12195 (40'-0") WIDE K.M.C. ROAD

36 B.C. DE. BAIPADITYA ROAD

For MOHUA SEN & SMT. TRUSTEE
TRUSTEE

For SUSHIL SEN & SMT. TRUSTEE
TRUSTEE

For SUSHIL SEN & SMT. TRUSTEE
TRUSTEE

L. Sig. Of Vendors.

G.N.
DRAWN BY
N.C. DAS
(SURVEYOR)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 7252 to 7271
being No 00342 for the year 2009.

Seal of the Additional Registrar of Assurances-I, Kolkata

(Ramananda Das) 14-January-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal