West Bengal 6033/09 File No 1 Sale deed No 7 8497/09 8492 (1)

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL 605075

A.R.A. II

Mode of pay no 124133/09
M.R. 125881 500

RC.4/F/2014/BSBFC/DU
MR. 4200/15

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.

14.08.09 Additional Registrar of Assurances-II, Kolkata

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 14th day of August (2009) Two Thousand and Nine **BETWEEN M/S. PGF LIMITED** a Company registered under the provisions of Companies Act, 1956 and having its Registered Office at- S.C.O.- 1042-43, Sector 22B, Chandigarh- 160022 and Head Office at- 2nd Floor, Vaishali Building, Community Centre, Paschim Vihar, New Delhi- 110063 and represented by its Authorized Signatories (vide Board Resolution dated 22.05.2009 at 11.30 A.M.) **(1) SRI GANESH PANDIT** son of- Sri Jagunath Pandit, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- 3/4, Nabapally Main Road, P.O.- Sarsuna, P.S.- Behala, Kolkata- 700061

CBI-17-A 31

এস. এল. নং 255 তাং 10.08.09

নাম D. Bhattacharjee (Adv.)

ঠিকানা High Court Kolkata

মূল্য 5000/-

ভেন্ডার - সরবরাহ দেব

সোনারপুর এ. জি. আর. ও

Identified by me,

Goulam Paul

S/o- Sandaran Paul

Kodaliya Kol- 146

and **(2)** **SRI SUPRIYA SARKAR** son of- Sri Manindra Chandra Sarkar, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- 1, Ramkumar Bhattacharjee Lane, Howrah, Pin- 711004 hereinafter referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include its successor/s, legal representatives and/or assigns) of the **ONE PART**

AND

PACL (INDIA) LIMITED a Company registered under the provisions of Companies Act, 1956 and having its Registered Office at- 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur- 302004, Rajasthan and Corporate Office at- "Gopal Das Bhavan", 7th Floor, 28, Barakhamba Road, New Delhi- 110001 and represented by its Authorized Signatories (vide Board Resolution dated 20.05.2009 at 11 A.M.) **(1)** **SRI ALOKE KUMAR SINHA** son of- Sri Sukumar Sinha, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- Vill. + P.O.- Raipur, Dist.- Birbhum, Pin- 731204, West Bengal, **(2)** **SRI KUMAR KONARK** son of- Sri Chandrasekhar Singh, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- Vill. + P.O.- Banshipurandaha (Via- Dhamdaha), Dist.- Purnia, Bihar, hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include its successor/s, legal representatives and/or assigns) of the **OTHER PART**

WHEREAS at all material times and until as hereinafter mentioned Messrs. Haralal Harendralal Roy Estate Ltd., a Company incorporated under Companies Act, 1913 was seized and possessed of or otherwise sufficiently entitled to inter-alia **ALL THAT** the two storied brick built messuage tenant or dwelling house together with the price or parcel of land thereunto belonging and containing by estimation an area of 1 Bigha and 3 cottahs (as appearing

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in the title deeds) be the same a little more or less situate lying at and being municipal premises No. 79, Dharamtolla Street, (now known as premises No. 79 Lenin Sarani) in the town of Calcutta more particularly described in the First Schedule hereunder written and hereinafter referred to as the 'said property'.

AND WHEREAS by an order dated 20th February, 1953 passed by Hon'ble High Court of Calcutta in Matter No. 185 of 1952 the said Haralal Harendralal Roy Estate Ltd. was directed to be wound up;

AND WHEREAS after various proceedings in the said proceedings by an order dated the 10th May, 1978 the official Receiver who was appointed the official Liquidator of the said Company was directed to sell the said premises No. 79, Lenin Sarani amongst others by public auction. In pursuance thereof at a sale held by the said official Liquidator of the said Company, one Messrs, P.K. Bose & Co., a registered partnership firm having its office at the said premises was declared the highest bidder and purchaser thereof. Subsequently the said sale was completed by four several conveyances in the names of P.K. Bose, Gagan Chandra Samanta, Manindra Chandra Pal and Muzaffar Hossain the individual partners of the said Messrs, P.K. Bose & Co. as hereinafter appearing;

AND WHEREAS by a Conveyance dated the 17th day of August, 1978 and made between Haralal Harendralal Roy Estate Ltd. (in Liquidation) represented by its official liquidator, High Court, Calcutta therein referred to as the Vendor of the One Part and P.K. Bose also known as Prafulla Kr. Bose one of the partners of the said Messrs P.K. Bose & Co., therein referred to as the purchaser of the other part and registered at the Calcutta Registration office in Book No. 1, Volume No. 97 at pages 289 to 298 Being No. 4151 for the year 1978 the said Official Liquidator for the consideration therein

mentioned sold and conveyed an undivided ¼ th part share of and in the said premises No. 79 Lenin Sarani Calcutta to the said P.K. Bose (also known as Prafulla Kumar Bose) absolutely but subject to the existing tenancies therein;

AND WHEREAS by another Conveyance dated 17th day of August, 1978 and made between Haralal Harendralal Roy Estate Ltd. (in Liquidation) represented by its office Liquidator, High Court, Calcutta, therein referred to as the Vendor of the One Part and Gagan Chandra Samanta another partner of the said P.K. Bose & Co., therein referred to as the purchaser of the other part and registered at the Calcutta Registration Office in Book No. 1, Volume No. 150 at Pages 113 to 124 Being No. 4147 for the year 1978, the said Official Liquidator for the consideration therein mentioned sold and conveyed an undivided ¼ th part or share of land in the said premises No. 79, Lenin Sarani, Calcutta to the said Mr. Gagan Chandra Samanta absolutely but subject to the existing tenancies therein;

AND WHEREAS by another Conveyance dated the 17th day of August, 1978 and made between Haralal Harendralal Roy Estates Ltd. (In Liquidation) represented by its Official Liquidator, High Court, Calcutta therein referred to as the Vendor of the One part and Manindra Chandra Paul another partner of the said P.K. Bose & Co., therein referred to the Purchaser of the other part and registered at Calcutta Registration Office in Book No. 1, Volume No. 165 at pages 62 to 72, Being No. 4152 for the year 1978 the said official Liquidator for the consideration therein mentioned sold and conveyed an undivided ¼ th part of share of land in the said premises No. 79, Lenin Sarani, Calcutta to the said Manindra Chandra Paul absolutely but subject to the existing tenancies therein;

AND WHEREAS by another Conveyance dated the 17th day of August 1978 and made between Haralal Harendralal Roy Estates Ltd. (In Liquidation)

represented by its Official Liquidator, High Court, Calcutta therein referred to as the Vendor of the one part and Muzaffar Hossain another partner of the said P.K. Bose & Co., therein referred to as the purchaser of the Other Part and registered at the Calcutta registration office in Book No. 1, Volume No. 165 at pages 73 to 83 being No. 4153 for the year 1978 the said official Liquidator for the consideration therein mentioned sold and conveyed an undivided ¼ th part of share of land in the said premises No. 79, Lenin Sarani, Calcutta to the said Muzaffar Hossain absolutely but subject to the existing tenancies therein;

AND WHEREAS thus the said P.K. Bose, Gagan Chandra Samanta, Manindra Chandra Paul and Mazaffar Hossain together became seized and possessed of the said property as absolute owners free from encumbrances;

AND WHEREAS subsequently the said P.K. Bose, Gagan Chandra Samanta, Manindra Chandra Paul and Mazaffar Hosasain therein and/or by their acts and conduct deemed to have thrown the said property in the hotch-pot of the said partnership of P.K. Bose & Co., and for all purposes they treated the same partnership asset. Each of the said partners having 50%, 30%, 10% & 10% shares respectively therein.

AND WHEREAS by an Agreement for Sale dated 18th day of May, 1984 the said P.K. Bose, Gagan Chandra Samanta, Manindra Chandra Paul and Mazaffar Hossain for themselves and as such partners of Messrs, P.K. Bose & Co., as aforesaid agreed to sale the said property to Messrs. Arpee Properties Pvt. Ltd. at or for the price of Rs.37,00,001/- (Rupees Thirty seven lacs and one) only free from encumbrances and liabilities;

AND WHEREAS thereafter on or about the 30th day of May, 1985 the said Gagan Chandra Samanta died leaving behind Smt. Biva Samanta his

sole widow, Prasanta Kumar Samanta, Susanta Kumar Samanta and Jayanta Kumar Samanta his sons and Smt. Krishna Samanta his daughter as his only heiress and heirs him surviving.

AND WHEREAS notwithstanding the death of the said Gagan Chandra Samanta, the partnership firm of P.K. Bose & Co., according to its constitution was not dissolved but continued to carry on the partnership between the surviving partners namely the said P.K. Bose, Manindra Chandra Paul and Mazaffar Hossain to the exclusion of the heirs of the said Gagan Chandra Samanta deceased. In the circumstances the heirs of the deceased partner became joint owners of the said property along with the said partnership firm as tenants in common.

AND WHEREAS thereafter it was inter-alia agreed by and between the said Arpee Properties Pvt. Ltd. and Dabriwala Properties Pvt. Ltd. that the said Dabriwala Properties Pvt. Ltd., would reimburse the said Arpee Properties Pvt. Ltd., in respect of the earnest money advanced by it under the Agreement dated the 18th day of May 1984 and the said Arpee Properties Pvt. Ltd. would nominate the said Dabriwala Properties Pvt. Ltd. as the purchaser in its place in the said agreement for the sale with all rights and benefits to complete purchase of the said property.

AND WHEREAS in pursuance of the said Nomination by an Indenture of Conveyance dated the 29th day of September, 1986 and made between the said P.K. Bose for self and as partner of Messrs P.K. Bose & Co., therein referred to as the Vendor of the First Part and Muzaffar Hossain and Manindra Chandra Paul respectively for self and as partner of the said Messrs. P.K. Bose and Co., and the said Smt. Biva Samanta and others, the heirs of the said Gagan Chandra Samanta deceased all therein collectively referred to as the First Confirming Party of the Second Part, and the said

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Messrs. Arpee Properties Pvt. Ltd. therein referred to as the Second Confirming Party of the Third Part and the said Dabriwala Properties Pvt. Ltd., referred to as the Purchaser of the Fourth Part and registered at the Calcutta Registration Office in Book No. 1, Document No. 12178 for the year 1986 the Vendor thereinnamed for the consideration therein mentioned sold and covered and the First Confirming Party and the Second Confirming Party confirmed unto and in favour of Dabriwala Properties Pvt. Ltd. all that the undivided 50% share and interest of the said P.K. Bose of and in the said property absolutely and free from encumbrances together with sanctioned building Plan;

AND WHEREAS by another Conveyance dated the 29th day of September, 1986 and made between the said Mazaffar hossain for self and as partner of Messrs. P.K. Bose & Co., therein referred to as the Vendor of the First Part and the said P.K. Bose and Maindra Chandra Paul respectively for self and as partner of the said Messrs. P.K. Bose & Co. and Smt. Biva Samanta and others the heirs of the said Gagan Chandra Samanta deceased therein collectively referred to as the First Confirming Party of the Second Part and the said Messrs. Arpee Properties Pvt. Ltd therein referred to as the second Confirming Party of the Third Part and the said Dabriwala Properties Pvt. Ltd., referred to as the purchaser of the Fourth part and registered at the Calcutta Registration office in Book No. 1, Document No. 12179 for the year 1986 the Vendor therein named for the consideration therein mentioned and sold and conveyed and the first confirming party and the second confirming party confirmed unto and in favour of Dabriwala Properties Pvt. Ltd. all that the undivided 10% share and interest of the said Muzaffar hossain of and in the said property absolutely and free from encumbrance together with sanctioned building plan;

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AND WHEREAS by another conveyance dated the 29th day of September, 1986 and made between the said Manindra Chandra Paul for self and as partner of Messrs. P. K. Bose & Co., therein referred to as the Vendor of the First Part and P.K. Bose and Muzaffar Hossain respectively for self and as partners of the said Messrs P.K. Bose & Co. and the said Smt. Biva Samanta and others the heirs of the said Gagan Chandra Samanta deceased herein collectively referred to as the first confirming party of the second part and the said M/s. Arpee Properties Pvt. Ltd., therein referred to as the Second confirming party of the Third party and the said Dabriwala Properties Pvt. Ltd., referred to as the purchaser of the Fourth Part and registered at Calcutta Registration office in Book No. I, Document No. 12180 for the year 1986 the Vendor thereinnamed for the consideration therein mentioned sold and conveyed and the First Confirming Party and the Second Confirming Party confirmed unto and in favour of Dabriwala Properties Pvt. Ltd. all that the undivided 10% share and interest of the said Manindra Chandra Paul of and in the said property absolutely and free from encumbrances together with sanctioned plan.

AND WHEREAS by another conveyance dated the 29th day of September, 1986 and made between the said Smt. Biva Samanta, Parasanta Kumar Samanta, Susanta Kumar Samanta, Jayanta Kumar Samanta and Smt. Krishan Samanta all heirs of the said Gagan Chandra Samanta deceased therein collectively referred to as the Vendor of the First Part and the said P.K. Bose, Mazaffar hossain and Manindra Chandra Paul respectively for self and as partner of the said P.K. Bose & Co., therein collectively referred to as the First Confirming Party of the Second Part and the said Messrs. Arpee Properties Pvt. Ltd. therein referred to as the Second Confirming Party of the Third Part and the said Dabriwala Properties Private Ltd., referred to as the Purchaser of the Fourth Part and registered at the Calcutta Registration office

in Book No.1, Document No. 12181 for the year for the year 1986 the Vendor thereinnamed for the consideration therein mentioned sold and conveyed and the First Confirming Party and the Second Confirming Party confirmed unto and in favour of Dabriwala Properties Private Ltd. that the undivided 30% share and interest of the said Smt. Biva Samanta and others of and in the said property absolutely and free from encumbrances, together with sanctioned building Plan.

AND WHEREAS being thus seized and possessed of the said property Dabriwala Properties Private Ltd. constructed a building comprising of office rooms, shop rooms, apartments, toilets, parking space and other covered space (hereinafter for the sake of brevity collectively referred to as the units) according to a plan sanctioned by the Calcutta Municipal Corporation, bearing sanction No. 40 (ii) dated 21st day of February, 1986 in or about the said property being premises No. 79, Lenin Sarani, Calcutta to be called **COMMERCIAL POINT** and hereinafter referred to as 'the said Building' for the purpose of selling, transferring letting out demising or leasing them to other person or persons and in fact the vendor is the promoter of the said building comprising of office rooms, shop rooms, apartments, toilets, parking spaces and other covered spaces to be built and constructed as aforesaid and the said Dabriwala Properties Private Ltd. had also obtained partial occupancy certificate from the Calcutta Municipal Corporation dated 6th May, 1998 vide Letter no.- CAB/1933 (City Architect Department);

AND WHEREAS by an Agreement dated 26th April, 1990 the said Dabriwala Properties Private Ltd. agreed to sale an office-space being Unit No.- 104 in the First Floor south west portion of the said building measuring a super-built up area of about 2000 sq. ft. to Kamala Charity Trust, a Public Charitable Trust on the terms and conditions recorded in the said Agreement

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for Sale at the total price of Rs. 8,00,000/- (Rupees Eight Lakh) only and subject to the tenancy of Nava Bharat Ferro Alloys Limited.

AND WHEREAS by virtue of the said Agreement for Sale dated 26th April, 1990, the said Dabriwala Properties Private Ltd. after receiving the part payment of Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand) only delivered constructive possession of Unit No.- 104 containing 2000 sq. ft. super built up area more or less and further directed Nava Bharat Ferro Alloys Limited to pay future rent thereof from the date of Agreement for Sale (i.e. 26th April, 1990) directly to the said Kamala Charity Trust to the total exclusion of Dabriwala Properties Private Ltd. and the latter agreed to receive the balance consideration of Rs. 50,000/- (Rupees Fifty Thousand) only at or before the execution of Deed of Conveyance in favour of the said Kamala Charity Trust or its nominees.

AND WHEREAS by a Deed of Conveyance dated 28th August, 1990 Dabriwala Properties Private Ltd. transferred its absolute right, title and interest in respect of the said Unit No.- 104 of the First Floor south west portion measuring about 2000 sq. ft. super built up area of the said building to Kamala Charity Trust and the said Deed was duly registered before Registrar of Assurances, Calcutta and recorded in Book No.- I, Volume No.- 330, Pages 1 to 29, Being No.- 17024 for the year 1990 also with the existing tenancy of Nava Bharat Ferro Alloys Limited.

AND WHEREAS by mutual consent the said Nava Bharat Ferro Alloys Limited vacated the said office premises with the expiry of 30th September, 1993.

AND WHEREAS the said Office Space being Unit No.- 104 after fully discharged from the tenancy of Nava Bharat Ferro Alloys Limited on 30th

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September, 1993 became the absolute ownership of Kamala Charity Trust which is free from any charge, mortgage, trust, maintenance, possession, license, lease, sub.-lease, under-letting lien, easement, exchange, encumbrances and thereafter 1) Sri Raghunandan Prasad Dalmia, 2) Sri Shyam Sundar Dalmia and 3) Sri Narain Prasad Dalmia, all being the Trustees of Kamala Charity Trust, a Public Charitable Trust sold the said Office Space being Unit No.- 104 measuring an area of about 2000 sq. ft. super built up to M/S. PGF Limited (the Vendor herein) by a Sale Deed dated 19th day of November, 1998 registered before Additional Registrar of Assurances- II, Kolkata and recorded in Book No.- I, Volume No.- 122, Pages- 428 to 459, Being No.- 4747 for the year 2000 **TOGETHER WITH** the undivided proportionate share or interest in the land whereon the said Unit No. 104 is erected and built more particularly described in the Second Schedule hereunder written and shown in the map or plan annexed hereto and bordered 'RED' and hereinafter for sake of brevity collectively referred to as the 'said unit';

AND WHEREAS the Purchaser herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Vendor to purchase the Office Space Being No. 104, at the First Floor South West portion of the said building named as **"COMMERCIAL POINT"** measuring about 1666.6 sq. ft. built up area equivalent to 2000 sq. ft. super built-up area together with the undivided proportionate share of land as morefully described in Second Schedule hereunder and it has been inter alia agreed between the parties that the Vendor would sale the aforesaid Office Space to the Purchaser herein for a consideration of Rs. 55,00,000/- (Rupees Fifty Five Lakh) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress

and also taking the liabilities of the common expenses as mentioned hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. In pursuance of the said Sale Deed and in consideration of Rs. 55,00,000/- (Rupees Fifty Five Lakh) only paid as and by way full consideration before the execution of the presents being the full amount of the consideration money by the Purchaser to the Vendor (the receipt whereof the Vendor doth as well as by the receipt hereunder written, admit and acknowledge and of and from the same every part thereof doth hereby acquit, release and for ever discharge the Purchaser as well as the property hereby convened) and in further consideration of the terms conditions and covenants on the part of the Purchaser to be paid observed and performed the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser **ALL THAT** the Unit No.- 104 on the First Floor South West portion of the said building and super built up area of approximately 2000 sq. ft. inclusive of applicable area of the wall/walls appurtenant thereto and being a part or portion of the said building called and known as COMMERCIAL POINT being premises No. 79, Lenin Sarani, Kolkata- 700013 more particularly described in the Second Schedule hereunder written and delineated in the map or plan hereto annexed and hereon bordered RED **TOGETHER WITH** the space of an undivided proportionate share or interest in the land whereon on part thereof the same is erected and built hereinafter for the sake of brevity collectively referred to as the said premises TOGETHER WITH all right in common in the common parts, the common amenities and the common convenient relating thereto more particularly described in the Third Schedule hereunder written (hereinafter collectively referred to

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as the common parts of the beneficial use and enjoyment of the same TOGETHER WITH all easement, quasi-easements, rights and privileges over the other parts of the said building more particularly described in the Fourth Schedule hereunder with and the reciprocal easements quasi-easements rights and privileges over the said unit or parking space more particularly described in Fifth Schedule hereunder written and all the property and rights and obligations aforesaid **OR HOWSOEVER OTHERWISE** the said premises now are or is or at all material time or times were or was situate, butted, called, known, numbered described and distinguished AND the reversion or reversions, remainder or remainders and the rents issues and profits thereof AND all the right, title interest property claim and demand whatsoever exclusively relating to the same TO HAVE AND TO HOLD the said premises unto and in favour of the Purchaser subject to the terms and conditions hereinafter mentioned for ever and absolutely free from all encumbrances and subject to the payment of in maintenance charges and other expenses mentioned in Sixth Schedule hereunder written.

2. **THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR AS FOLLOWS** :-

1) So long as the said premises and other portions of the said building shall not be separately assessed for Municipal taxes and Purchaser shall pay proportionate share of the municipal taxes (both owner and occupier, water tax and other levies including multi-storied building tax assessed on the said building. Such apportionment shall be on the basis of the ratio which the super built-up area of the said premises bear to the sum total of the super built up area of all the units in the said building for the time being and in the event of extra floors being

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constructed over and above the roof of the said building such apportionment shall be on the basis of the ratio which such area of the said premises shall bear to the sum total of the areas of all the units and parking spaces of the then building with additional floors.

2) The Purchaser shall from time to time and at all times regularly and every month pay in advance proportionate amount towards charges and expenses of maintenance of the common parts, the common conveniences and the common amenities mentioned in the Sixth Schedule hereunder written and also for any other taxes or outgoings to be levied or incurred hereinafter not covered by the Sixth Schedule hereunder written and such amount shall be regularly paid with seventh day of every month for which the same shall become payable.

3) The Purchaser shall bear and pay all charges for electricity consumed by him in the said premises and shall arrange for separate meter for the purpose and the Vendor shall co-operate in all possible manner if it is demanded in law.

4) The Purchaser shall maintain at his own costs the said premises in good condition, state and order and shall abide by all bye-laws, rules and regulations of the Government the Kolkata Municipal Corporation, other authorities and local bodies and shall attend, answer and be responsible for all deviations, violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions herein contained.

5) Besides the amount of consideration mentioned above, the Purchaser shall pay and bear proportionate share of the actual cost of repairs replacements or renovations of electricity, water, gas, pipes, connections, electrical equipment's and sub-station (high and low tensions) stand-by generator, lifts or any other items.

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6) The Purchaser hereby covenants to keep the said premises, its walls and partition walls, sewers, drains, pipes and other fittings including the common equipments and appurtenances thereto belonging in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the said building.

7) The Purchaser shall not do or suffer or cause to be done or suffer anything in or about the said building and/or any other portion of the said building and/or the installations of the motor pumps, generator and the lifts and other equipments in the said building which may in any manner amount to misuse, negligence or illegality of sufferings or objectionable to the peaceful enjoyment and occupation of others in the said building.

8) The Purchaser shall not use the said premises for any purpose other than for which the same is agreed to be acquired by him (i.e. for use of the space as office room).

9) The Purchaser shall not at any time demolish or cause to be demolished or damage the said premises or any part thereof agreed to be acquired by him nor at any time make or cause to be made any additions or alterations of whatsoever nature to the same or any part thereof. The Purchaser shall not permit the closing of verandas, landings, lounges or balconies or make any alterations in the elevation and outside colour scheme of the said building.

10) If any additions or alterations in or about or relating to the said building are hereafter required to be carried out by or at the instance of the Government, Corporation or any statutory Authorities, the same shall be carried out by the Purchaser in co-operation with the co-purchasers in the said building at their common costs and the Vendor shall not be in any manner liable or responsible for the same.

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11) The Purchaser shall not do or permit to be done any act, deed or thing which may render void, voidable any insurance of any covered space in any part of the said building or cause any increased premium to be payable in respect thereof.

12) The Purchaser shall not decorate the exterior of his said premises otherwise than in manner agreed in writing by the Vendor and the other co-purchasers and the purchaser or in manner as near as may be in which the same was previously decorated.

13) The Purchaser shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown or accumulated or allow the same to be accumulated in his said premises or in the compound or any portion of the said building.

14) The said building shall always be known as **COMMERCIAL POINT** and the Society to be formed shall bear the name of **COMMERCIAL POINT SOCIETY** and this name shall not be changed without the written permission of the Vendor or the Society as the case may be.

15) The Purchaser shall permit the members of the said Society and its surveyors and agents with or without workmen and others at the reasonable time to enter into and upon the said Unit or any part thereof and the purchaser shall have reciprocal rights to enter into and upon any other covered spaces of the building for the purpose of making, repairing, maintaining rebuilding, cleaning, lighting and keeping in order and good condition all service-drains, latrines, pipes, cables, water-closets, gutters, wires, party structures or other conveniences belonging to or serving or used for the said premises and/or the said building as the case may be and also for the purpose of maintaining, repairing and testing drainage, gas, water pipes and electric wires and for similar purpose.

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16) The Purchaser shall not use the said premises for any purpose whatsoever other than as office or business purpose nor use any portion in his occupation for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other spaces in the said building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purpose. The Purchaser shall not carry on or permit to be carried on or upon the said premises or any part thereof any obnoxious or offensive or unlawful business or any workshop whatsoever nor shall do or cause to be done anything which may be or become illegal under any law for the time being in force.

17) The Purchaser hereby agrees and undertakes to be a member of the Society, Association or Company as may be formed, the Purchaser and the Co-Purchasers for the management and maintenance of the common facilities and the common amenities in the said building and shall from time to time and at all times sign and execute all papers and documents necessary for the formation and the registration of the Society, Association or Company and subscribe to all bye-laws of the Society, Association or company (hereinafter for the sake of brevity referred to a "the society") and return same within 3 days from date of pre-occupation.

18) The Purchaser shall from time to time make, execute, and register all declarations deeds and things as shall be from time to time necessary for and in relation to the said premises and shall furnish, declare and file all statements and returns of Income-Tax, Wealth-Tax and all other statutory taxes and shall comply with and observe all the formalities from time to time as shall be necessary under the laws, if any, enacted relating to the fixation of ceiling on holding of immovable properties

and shall also file necessary declarations and documents from time to time and shall always pay and discharge all tax liabilities.

19) The Purchaser hereby covenants with the Vendor and/or the society to be formed as aforesaid to observe and perform all the covenants and conditions herein contained and to keep the Vendor indemnified against all losses arising out of non-performance of the said covenants and conditions.

20) Notwithstanding anything to the contrary hereinbefore contained in the event of the Purchaser failing or neglecting to pay the common expenses, the charges for electricity consumed by him and/or any other amounts becoming due and payable or any part thereof within the time and in the manner aforesaid or uses the said premises for any purpose other than the purpose permitted hereunder or fails to observe or perform any of the terms and conditions to be observed and performed by the Purchaser under these presents then and in any of such events in addition to other rights available under the law, the Vendor and or the person for the time being in charge of the management of the said property shall have the right to directly realise and receive any amounts becoming payable to the Purchaser from any person, tenant or licensee in respect of the said premises and also to disconnect and otherwise to stop the supply of electricity, water, gas, use of lifts and other facilities and/or amenities provided in the said building and/or in the said premises until such time as the Purchaser continues in default and upon the Purchaser making payment of the dues and/or complying the obligations, and the Vendor and/or the person for the time being in charge of the management of the said property shall restore or reconnect the supplies and facilities disconnected or otherwise stopped as aforesaid.

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21) Any delay or indulgence in enforcing any of the terms of these presents or any forbearance or giving of time to the Purchaser shall not be constructed as a waiver on the part of the society and/or any person or persons for the time being in management of the said building of any breach or non-compliance of any of the terms and conditions by the Purchaser nor shall the same in any way prejudice the right of the Vendor, the society and/or such person or persons be enforce their rights in or about the matter.

3. **THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS** :-

a) The Vendor is absolutely seized and possessed or otherwise well and sufficiently entitled to the said Schedule premises free from all encumbrances and liabilities whatsoever;

b) That the Vendor has good right, full power and absolute authority and indefeasible title to grant, sell, convey transfer, assign and assure **ALL AND SINGULAR** the said premises hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid according to the true intent and meaning of these presents the manner aforesaid.

c) That the Purchaser shall and will and may from time to time and at all times hereinafter peaceably and quietly hold possess and enjoy the said premises hereby granted and transferred and receive and take the rents issues and profits thereof and every part thereof.

d) In case any dispute or differences shall arise between the Vendor and the Purchaser as to any term whereof or as to any matter or thing of whatsoever nature arising thereunder or the rights and liabilities of the parties hereunder then such dispute or difference shall be referred to

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Arbitration of a Sole Arbitrator if the parties agree upon one otherwise to panel of Arbitrators, one to be appointed by each party to the dispute and the decision of the said panel or the expiry as the case may be shall be final and such Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereof for the time being in force.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the land, hereditaments and premises together with the piece or parcel of land thereunto belonging and whereon or on part whereof the same is erected and built containing by estimation **1 (one) Bigha 3 (Three) Cottahs** (as per record) by the same a little more or less situate lying at and being premises No. **79, Lenin Sarani**, formerly No. 79, Dharmatolla Street, Kolkata- 700013, Police Station- Taltola, at present Ward No.- 50 of Kolkata Municipal Corporation, presently known as **COMMERCIAL POINT** and being Holding No. 29, in Survey Block II of the South Division of the town of Calcutta and butted and bounded as follows:-

ON THE NORTH :- Partly by premises No. 78 Lenin Sarani and partly by Lenin Sarani,

ON THE EAST :- By a Bye lane,

ON THE SOUTH :- Partly by a Bye lane and partly by Premises No. 95, Corporation Street

ON THE WEST :- Partly by premises No. 95, Corporation Street and partly by premises No. 78 Lenin Sarani,

on which the annual Government Revenue of Rupees three annas fourteen and paise four has redeemed under redemption certificate dated the 14th October, 1959.

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THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the **office room space** on the First Floor South West portion being No. **104** in the said building known as **COMMERCIAL POINT** containing a built up area of about 1666.6 sq. ft. equivalent to a super built up area of about **2000 sq.ft.** together with an undivided proportionate share or interest in the common parts and in the land whereon or on part whereof the said Unit is erected and built and all appurtenances belonging thereto and morefully described in First Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The foundation, columns, beams, supports, fire escapes, entrances and exits.
2. 2 Automatic lifts for 13 passengers of OTIS with indicator, water pump and motor with installations and generators for common facility with installation and room.
3. Common passage, driveway, common areas except the specified areas in Second Schedule and except the roof of the proposed building.
4. Tube-well, water pump, over head water tanks and under ground water reservoirs, water pipes and other common plumbing installations.
5. Stand-by motor for water pump and tube-well.
6. Electrical wiring, meters and fittings and fixtures for lighting the stair case, lobby and other common areas (excluding those as are installed for any particular unit).
7. Drains and sewers from the building to the Corporation Duct.
8. Water and sewage evacuation pipes from the units to drains and sewers common to the building.

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9. Toilets and bath-rooms for servants, drivers and darwans of the building in the ground floor if any.

10. Emergency arrangements for dewatering from the basement.

11. A tenantable room for the office of the Society and darwan's quarter with electrical wiring switches and points if any.

12. Fire fighting arrangements and equipments and a fire extinguisher on each floor.

13. Boundary walls including outer-side of the walls of the said building and main gates.

14. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said building as are necessary for passage to or user and occupancy of the unit parking spaces and as are easements of necessity of the building but excluding the roof, the parapets and the open car parking spaces and areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or any way appertaining to the said premises and the common portion of the said building or therewith usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Vendor and/or other co-purchasers the rights, easements quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereto.

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2. The right of way in common as aforesaid in to and upon all common passages, drive ways, entrances at all times and for all purposes connected with the reasonable use and enjoyment of the said premises and comprised within the said building and property PROVIDED ALWAYS AND IT IS HEREBY DECLARED THAT nothing herein contained shall permit the Purchaser or any persons deriving title under the Purchaser and/or his servants, agents and employees, invitees and/or customers to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage of other persons including the Vendor properly entitled to such right of way as aforesaid along such common passage, drive ways and entrances as aforesaid.

3. The right of protection of the said premises by or from all other parts of the building and property so far as they now protect the same.

4. The right of flow in common as aforesaid of gas, if any, electricity water and waste or soil from and/or to the said premises through pipes, drains, wires and conducts lying or being in under or over the other parts of the building and property so far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the said premises.

5. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said building and property for the purpose of re-building, repairing, replacing or cleaning so far as may be necessary such pipes, drains, wires and conducts aforesaid and also for the purpose of re-building, repairing, replacing or cleaning any part or parts of the said premises in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situations upon giving forty eight

hours previous notice in writing of the purchaser's intention properly entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO

The under-mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be accepted and be reserved unto the Vendor and other co-purchasers and/or occupiers of other part of the said building.

1. The right of flow in common with the Purchaser and other person or persons aforesaid of gas, if any, electricity, water and soil or waste from and to any part (other than the said premises) to the other part or parts of the said building through pipes, drains, wires, conducts lying or being in under through or over the said premises and as far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the other part or parts of the said building.
2. The right of protection of other part or parts of the said building by all parts of the said premises as far as the same can or does normally protect.
3. The right as would otherwise become vested in the Purchaser by means of any the structural alternations to the said premises or otherwise in any manner to lessen or diminish the normally enjoyed by other part or parts of the building.
4. The right with or without workmen and necessary materials to enter from time to time upon the said premises for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes, drains, wires, and conduits as aforesaid **PROVIDED ALWAYS THAT** save in case of emergency the Vendor, co-purchasers and occupiers of the

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either part or parts of the said building shall give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, operating, repairing, replacing, renovating etc. of the said building and in particular of drains, gutters and rains water pipes of the said building, water pipes, gas pipes, and electric wires in, under or upon the said building and enjoyed or used in common within the other occupiers of the other covered space i.e. Unit or units/car parking spaces and other covered areas including employees quarters and the main entrances, passages, landing, stair-case, compounds, terraces, and boundary walls of the said building as enjoyed in common aforesaid.
2. The costs of cleaning and lighting of passages, landings stair-cases and other parts of the said buildings as enjoyed used in common as aforesaid.
3. The costs of decorating the exterior of the said building.
4. The costs of salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, caretaker staff etc.
5. The cost of working and maintenance of lifts, Generator, Transformer, motor and pumps and other amenities.
6. Municipal Taxes and other taxes, levies and/or outgoings save those separately assessed on the respective units.
7. Insurance premium for insuring the said building against earthquake, fire, lighting, mob violence or civil commotion etc.
8. Such other expenses as are deemed by vendor necessary or incidental for the maintenance and upkeep of the said building.

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New Delhi

9. Purchaser will abide by the rules/norms of "Commercial Point Owners Association Ltd." in respect and in this regard.

IN WITNESS WHEREOF the parties hereto have put their respective signature hereto the day, month and year first above written.

WITNESSES

1. Dilip Halder
79. Lenin Sarani
Kol-13.

For PGF LIMITED
Authorised Signatory
(GANESH PANDIT)

For PGF LIMITED
Supriya Sarkar.
Authorised Signatory

SIGNATURE OF THE VENDOR

For PACL INDIA LIMITED
Authorised Signatory
(ALOKE KUMAR SINHA)

2. Abinash Kumar
79, Lenin Sarani
104, Commercial point
Kolkata

For PACL INDIA LIMITED
Authorised Signatory
(KUMAR KONARK)

SIGNATURE OF THE PURCHASER

Drafted by:-

Dibakar Bhattacharjee.

Dibakar Bhattacharjee
Advocate,
High Court, Calcutta.
F- 61/2001.

OFFICE OF THE ADDL. REGISTRAR OF ASSURANCES-II
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MEMO OF CONSIDERATION

RECEIVED **Rs. 55,00,000/- (Rupees Fifty Five Lakh)** only from the within named Purchaser as per written below:-

	Cheque No.	Bank	Date	Amount
1.	228659	State Bank of Patiala Paschim Vihar	31.05.2001	Rs. 20,00,000/-
2.	228674	- DO -	07.06.2001	Rs. 15,00,000/-
3.	228675	- DO -	08.06.2001	Rs. 10,00,000/-
4.	307856	- DO -	30.07.2001	Rs. 9,00,000/-
5.	503555	Axis Bank Paschim Vihar New Delhi	12.08.2009	Rs. 1,00,000/-
			TOTAL	Rs. 55,00,000/-

(Rupees Fifty Five Lakh) only.

WITNESSES:-

1. Dilip Haldar

2. Abinash Kumar
79, Lenin Sarani
104, Commercial point
Kolkata.

For PGF LIMITED
Authorised Signatory
(GANESH PANDIT)

For PGF LIMITED
Supriya Sarkar.
Authorised Signatory

SIGNATURE OF THE VENDOR

OFFICE OF THE ADDL. REGISTRAR OF ASSURANCES II
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14 AUG 2015

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Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :I-08497 of :2009
(Serial No. 06033, 2009)

On 14/08/2009

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.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 140602/- ,E = 7/- on:14/08/2009

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-12782500/-

Certified that the required stamp duty of this document is Rs 894785 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 889805/- is paid, by the draft number 298949, Draft Date 11/08/2009 Bank Name STATE BANK OF INDIA, KOLKATA, received on :14/08/2009.

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

Presented for registration at 11.54 hrs on :14/08/2009,at the Office of the A. R. A. - II KOLKATA by Ganesh Pandit,one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 14/08/2009 by

1. Ganesh Pandit,Authorised Signatory,M/s P G F Ltd,2nd Floor Vaishali Building,Community Centre,Paschim Vihar New Delhi, profession :Service
2. Supriya Sarkar,Authorised Signatory,M/s, Pgf Ltd.,2nd. Floor, Vaishali Building,,Community Centre,,Paschim Vihar, New Delhi -1100, profession :Service
3. Sri. Aloke Kumar Sinha,Authorized Sinnatories,P A C L (India) Ltd.,22, 3rd Floor, Amber Tower,Sansar Chand Road,Jaiur- 302004 Rajasthan, profession :Service
4. Sri Kumar Konark,Authorized Sinnatories,P A C L (India) Ltd.,22, 3 Rd. Floor, Amber Tower,Sansar Chand Road,Jaipur -302004, Rajasthan, profession :Service

Identified By Goutam Paul, son of Santanu Paul Kodalia Kolkata 700146 Thana: ., by caste Hindu,By Profession :Others.

[Tarak Baran Mukherjee]
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Govt. of West Bengal 14/8/09

Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A. R. A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 06033 / 2009, Deed No. (Book - I , 08497/2009)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Ganesh Pandit	(GANESH PANDIT) 14/8/09

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ganesh Pandit Address -3/4 Nabapally Main Rd Kolkata	Self	 14/08/2009	 LTI 14/08/2009	
2	Supriya Sarkar Address -1 Ramkumar Bhattacharjee Lane	Self	 14/08/2009	 LTI 14/08/2009	Supriya Sarkar.
3	Sri. Aloke Kumar Sinha Address -Vill + P. O - Raipur Birbhum, W. B.	Self	 14/08/2009	 LTI 14/08/2009	
4	Sri Kumar Konark Address -Vill + P. O - Banshipuranadaha (Via - Dhamdaha) Dist. - Purnia, Bihar	Self	 14/08/2009	 LTI 14/08/2009	

Name of Identifier of above Person(s)
Goutam Paul
PS-.,Kodalia Kolkata

Signature of Identifier with Date
Goutam Paul
14/08/09

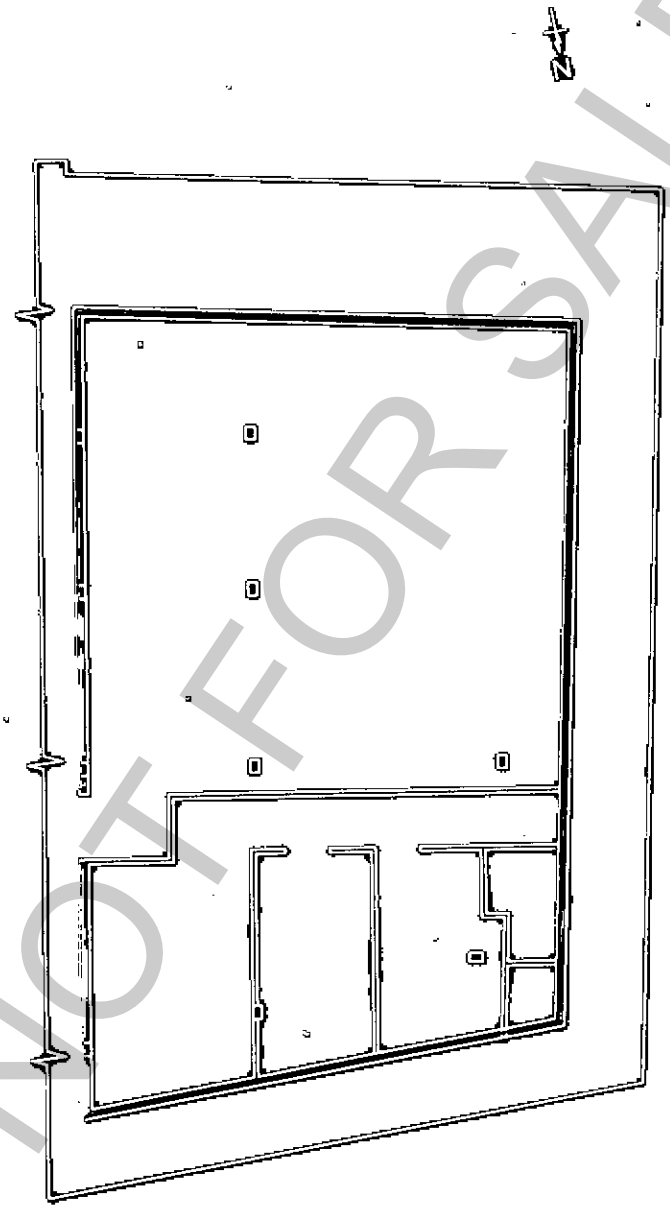
(Tarak Baran Mukherjee)
ADDITIONAL REGISTRAR OF ASSURANCES-II KOLKATA
Office of the A. R. A. - II KOLKATA
14/8/09

Justice (Retd.) R.M. Lodha Committee in the matter of PACL Ltd. New Delhi

SITE PLAN OF THE OFFICE ROOM SPACE NO. 104, ON THE FIRST FLOOR , SOUTH WEST PORTION IN THE BUILDING NAMED " COMMERCIAL POINT " SITUATED AT- 79, LENIN SARANI, P.S. - TALTOLA, KOLKATA- 700013, UNDER WARD NO. 50, OF KOLKATA MUNICIPAL CORPORATION.

OFFICE SPACE AREA - 1600.00 SQ. FT. (BUILT UP AREA)

2000 SQ. FT. (SUPER BUILT UP AREA)



Additional Registrar of Assurances II, Kolkata

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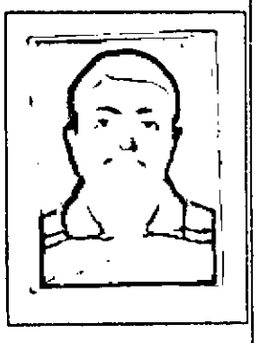
(In the matter of PACL Ltd.)
New Delhi

SPECIMEN FORM FOR TEN FINGER PRINTS

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



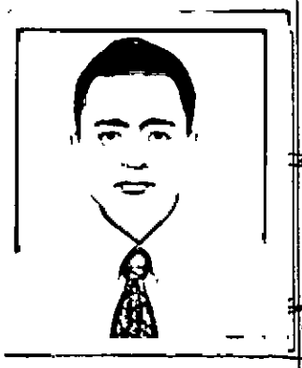
Supriya Sarkar.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

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...e of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 853 to 885
being No 08497 for the year 2009.

Seal of the Additional Registrar of Assurances-II, Kolkata

(Tarak Baran Mukherjee) 17-August-2009
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Office of the A. R. A. - II KOLKATA
West Bengal

MR - 4200/15