

SMT. SANDHYARATI MUKHERJEE, daughter of Late Nityananda Ganguly, wife of Sri Kapil Mukherji, by faith: Hindu, by occupation: Housewife, by Nationality: Indian residing at 71/1B, Bakul Bagan Road, Police Station: Bhowanipore, Kolkata: 700025, hereinafter called and referred to as the "OWNER/VENDOR" (which expression shall unless excluded by or repugnant to the context shall mean and include her heirs executors, legal representatives, administrators and assigns) of the FIRST PART;

#### AND

(i) <u>SRI SOURAV SENGUPTA</u>, son of Late Sibu Sengupta, by faith: Hindu, by occupation: Service, by Nationality: Indian (ii) <u>SMT</u>.

<u>MADHUMITA SENGUPTA</u> wife of Sri Sourav Sengupta, by faith: Hindu, by occupation: Housewife, by Nationality: Indian, both are residing at 16B, Deshpriya Park Road, Police Station: Tollygunge, Kolkata: 700026, hereinafter jointly called and referred to as the "<u>PURCHASERS</u>" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the <u>SECOND</u> <u>PART</u>:

<u>WHEREAS</u> by a Deed of Indenture bearing dated 30.11.1932 one Nitya Nanda Ganguly was the Owner of <u>ALL THAT</u>

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Director

piece and parcel of land hereditaments and premises measuring about 4 cottahs 13 chittaks 14 square feet situate lying at and being a portion of the Plot No. 200 (Separately numbered as Sub-Plot No. 200/6 with a frontage of 56 ft.)of the surplus lands in the Improvement Scheme No. XV-B of the Calcutta Improvement Trust formed out of the revenue Holding Nos.101, 103, 104, 105/101, 106 and 107 in Division 6, Sub-Division "Q" Dihi Panchannagram in Monoharpukur Police Station, Tollygunge Registration Sub-District Alipore, District: 24-Parganas together with all rights of way and other rights in the 20 ft. wide passage on the South, which document was registered at the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 79, Pages 248 to 253, being No. 4151 for the year 1932.

AND WHEREAS after the purchased as aforesaid the said Nitya Nanda Ganguly duly mutated his name in the records of the Calcutta Corporation and constructed a building in the year 1933 thereon in Two blocks.

AND WHEREAS after construction of the building the said Two Blocks of the Premises has been numbered as 16A and 16B, Deshpriya Park Road respectively.

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AND WHEREAS while thus seized and possessed or otherwise well and sufficiently entitled to the said property, the said Nitya Nanda Ganguly died intestate on 7<sup>th</sup> February 1980 leaving behind and surviving his widow Smt. Sibani Ganguly and only daughter Smt. Sandhyarati Mukherjee as his legal heirs and successors.

AND WHEREAS by virtue of the aforesaid happenings

Smt. Sibani Ganguly and Smt. Sandhyarati Mukherjee being the

Owners of the aforesaid properties and paying taxes thereon.

AND WHEREAS by a Deed of Conveyance bearing date 09/03/1988 Smt. Sibani Ganguly and Smt. Sandhyarati Mukherjee sold, transferred, conveyed, assigned and assured in favour of Tarun Tapan Sinha, ALL THAT piece and parcel of land measuring an area of 2.41 cottahs, together with building thereon at Premises No. 16A, Deshpriaya Park Road, Police Station: Tollygunge, Kolkata: 700026 which document was registered at the office of the District Registrar at Alipore and recorded in Deed No. 2785 for the year 1988.

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Sandhyarati Mukherjee, Vendor herein as her only legal heirs and successors.

AND WHEREAS by virtue of the aforesaid events Smt. Sandhyarati Mukherjee, the Vendor herein is the Owner of ALL THAT piece and parcel of land measuring an area of 2.41 cottahs, together with two storied building thereon at Premises No. 16B, Deshpriaya Park Road, Police Station: Tollygunge, Kolkata: 700026 and paying taxes thereon without any interruption.

AND WHEREAS the Vendor herein agreed to sale and the Purchasers agreed purchase ALL THAT ground floor measuring an area 650 Square feet together with proportionate share or interest in the land together with common rights of water, water pipes, overhead water tank and sewerage and drainage system only at Premises No. 16B, Deshpriaya Park Road, Police Station: Tollygunge, Kolkata: 700026 at or for the price of Rs.5,00,000/- (Rupees Five Lakhs) only free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of a total amount of Rs.5,00,000/- (Rupees Five Lakhs) only paid on or before execution of these presents to the Vendor by the Purchasers (the receipt whereof

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the Vendor doth hereby and as also by the Memorandum hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and forever discharge the Purchasers as well as the said demised premises hereby conveyed) the Vendor do hereby grant, sell, transfer, by way of sale, convey, assign and assure unto and in favour of the Purchasers above named ALL THAT ground floor measuring an area of 650 Square feet together with proportionate share or interest in the land together with common rights of water, water pipes, overhead water tank and sewerage and drainage system only at Premises No. 16B, Deshpriaya Park Road, Police Station: Tollygunge, Kolkata: 700026 morefully mentioned and particular described in SECOND SCHEDULE hereunder written and the same is delineated in the map or plan hereto annexed and thereon bordered in RED colour TOGETHER WITH the right of user of the common parts, portions and common facilities of the said premises and building morefully described in the THIRD SCHEDULE written hereunder, in common with the Vendor in the said premises and also others right to use for the purpose of access to and egress from the said premises from the Ground floor entrance of the premises and building together with all privileges, easements, profits, advantages, benefits, appendages, right, title, claim and demand whatsoever and all the appurtenances belonging to or in any

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wise appertaining to or with the same or every part thereof usually held used, occupied enjoyed or known as part of or appertaining to the said demised flat hereby sold conveyed, transferred and granted as aforesaid together with benefit of such easement, quasi-easements, rights and privileges in connection with the beneficial use and enjoyment of the said demised premises AND ALL estate, right, title, interest, use, possession, benefit, claim and demand whatsoever of the Vendor into upon or in respect of the said demised premises and every part thereof hereby sold, transferred, granted or expressed so to be unto and to the use of the Purchasers AND ALL Deeds, pattahs, writings, muniments and evidences of title relating thereto or every part thereof which now are or may hereafter be in the possession or custody of the Vendor or any person or persons from whom the Vendor may produce the same without any action either law or in equity AND TO HAVE AND TO HOLD the said demised premises morefully and particularly described in SCHEDULE 'B' hereunder written, hereby sold, granted, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use and benefits of the Purchasers absolutely and forever free from all encumbrances, charges, alignments and trusts whatsoever or account and in respect of the said demised flat and other covenant stipulation restrictions as hereinafter provided.

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THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

- a.. That notwithstanding any act, deed or thing by the Vendor done executed or knowingly suffered to the contrary, the Vendor is now lawfully entitled to and/or absolutely seized and possessed of the said demised premises and have good right full power and absolute authority to transfer by way of sale the same unto and to the use of the Purchasers in the manner aforesaid.
- b.. <u>THAT</u> the Purchasers shall and may at all material times hereafter peaceably and quietly possess and enjoy the said demised premises and receive the rents, issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or persons lawfully claiming from under or in trust from the Vendor.
- c.. <u>THAT</u> the said demised premises is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and well and sufficiently saved kept harmless and indemnified from and against all former and estate title charge and encumbrances whatsoever made executed occasioned or

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suffered by the Vendor or any other person or persons lawfully claiming or claimed by from under in trust from the Vendor.

- d.. <u>THE</u> Vendor shall from time to time and at all reasonable times hereafter at the request and costs of the Purchasers do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law for the better further and more perfectly and absolutely granting the said premises hereby granted and sold unto and to the use of the Purchasers in the manner aforesaid as the Purchasers or their counsel in law shall reasonably required.
- e.. <u>THE</u> Vendor shall at all times hereafter at the request and costs of the Purchasers produce or cause to be produced all the Original Title Deeds and documents in respect of the said premises for evidencing the title and also to furnish to the Purchasers copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe and obliterated unless other wise beyond the control of the Vendor.

# THE PURCHASERS HEREBY COVENANTS WITH THE VENDOR as follows:-

a) <u>THE</u> Purchasers hereby covenants with the Vendor that the restrictions herein contained shall at all times hereafter run with the said demised premises.

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- b) <u>THE</u> Purchasers shall at all times hereafter regularly and punctually make payment of the Municipal Corporation taxes, Municipal Surcharge and all other rates taxes, cesses, impositions and outgoing whatsoever which may from time to time be imposed on the said demised premises together with enhancement surcharge, water taxes and other rates taxes, maintenance and all other outgoings on account of and in respect of the said Flat.
- c) <u>THE</u> Purchasers shall regularly pay fifty percent of the monthly service charges / maintenance charges of the said premises.
- mutated and recorded as Owner as early as possible in respect of the said demised premises in the records of the Kolkata Municipal Corporation Authorities and other appropriate Government authorities and/or departments provided <u>HOWEVER THAT</u> so long as the name of the Purchasers are not mutated as Owner of the said premises in the records of the Kolkata Municipal Corporation, the Purchasers herein shall pay the proportionate share of Municipal Corporation Taxes and charges on account of the said demised premises in proportionate share.

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- e) <u>THE</u> Purchasers herein shall use the said demised flat only for the residential purposes.
- f) <u>THE</u> Purchasers shall keep or store any inflammable or hazardous or obnoxious goods articles and things in the demised premises nor do or commit nor permit anyone to do or commit any acts which may cause nuisance or annoyance to the Vendor of the demised premises.
- g) <u>THE</u> Purchasers shall regularly and punctually pay the electricity charges on account of the electricity as may be consumed at the said flat.
- h) <u>THE</u> Purchasers shall has no right title and interest in respect of the stair and roof of the building. Ground floor landing of the staircase shall remain common forever, Purchasers shall have only right to access over the roof in respect and/or cleaning the Overhead Water tank and water pipe lines.
- i) <u>THE</u> Purchasers shall have no right to raise any objection for the construction of another floor if permissible from the Kolkata Municipal Corporation.

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#### THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land hereditaments and premises measuring about 2.41 cottahs together with two storied building thereon situate lying at and being a portion of the Plot No. 200 (separately numbered as Sub-plot No. 200/6 of the surplus lands in the Improvement Scheme No. XV-B of the Calcutta Improvement Trust formed out of the revenue Holding Nos. 101, 103, 104, 105/101, 106 and 107 in Division 6, Sub-Division "Q" Dihi Panchannagram in Monoharpukur, being Municipal Premises No. 16B, Deshpriya Park Road, Police Station: Tollygunge, Kolkata: 700026, Registration District Alipore, District South 24-Parganas and the same is butted and bounded in the manaer following:-

ON THE NORTH: By Premises No. 27, Parkside Road,

Kolkata: 700026,

ON THE SOUTH: By 16 ft. wide blind road named

Deshapriya Park Road, Kolkata: 700026,

ON THE EAST: By Premises No. 16A, Deshapriya Park
Road, Kolkata: 700026,

ON THE WEST

By Premises No. 18, Deshapriya Park

FOR RERA PURPOSE

Road, Kolkata: 700026.

For HI-RISE APARTMENT MAKERS PVT. LTI

### THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of the flat on the ground floor measuring super built up area 650 Square feet consisting of 2 (two) bed rooms, 1 (one) store, 1 (one) kitchen, 1 (one) bath, 1 (one) privy, 1 (one) verandah and 1 (one) small room all cemented flooring situated at 16B, Deshpriaya Park Road, Police Station: Tollygunge, Kolkata: 700026, under the Kolkata Municipal Corporation Ward No. 84, District South 24-Parganas together with undivided proportionate share or interest in the land together with right of all common user as mentioned in THIRD SCHEDULE hereunder written with the Vendor. Age of the building is 75 years. A map or plan attached herewith delineated with RED border line with these presents.

## THE THIRD SCHEDULE REFERRED TO: (Common areas of land facilities)

- A. Ground floor staircase landings
- B.. Underground water tank and overhead water tank and water pipes.
- C.. Drainage and sewerage.
- D.. Sewers common to the building.

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E.. Main Entrance gate.

FOR HI-RISE APARTMENT MAKERS PVT. LTD.

#### IN WITNESS WHEREOF the PARTIES to this Deed of

Conveyance on the day, month and year first above written.

#### SIGNED, SEALED & DELIVERED

by the PARTIES at Kolkata in the

presence of:

WITNESSES:

1.

TARUN TAPAN SINHA. 16A. DESHAPRIYA PARK ROAD KOLKATA - 700026, Sandhyarati Mukerji.

2. Sunita Singh, (SUNITA SINGH) 10 DESHAPRIYA PARK ROAD KOLKATA-FOOOS Sowar Sen Guphi Pan NO BFHPS 52GIL

Madhumita sengupta.
Par No BFLPS 0799M.

**PURCHASERS** 

Drafted by:

Malay Da S

Malay Das,

Advocate,

Alipore Judges' Court

Kolkata: 700027.

Computer Prints by:

"Onkari

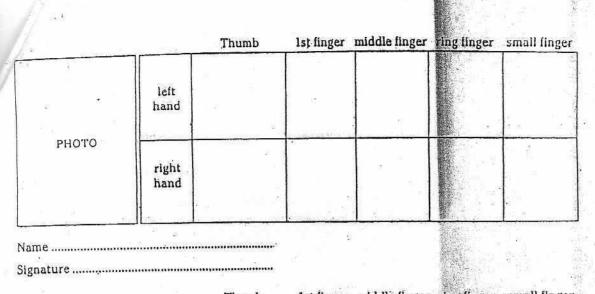
Alipore Judges' Court,

Kolkata: 700027.

FOR SERVICE SOUTH

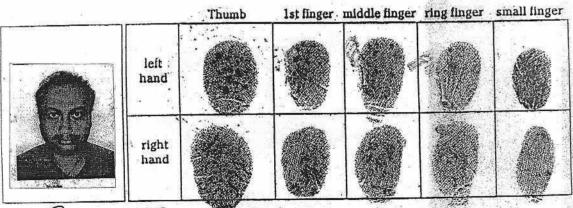
For HI-RISE APARTMENT MAKERS PVT. LTD.

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	left hand					
	right hand					

Name SANDHYARATI MUKERJI Signature Sandhyarati Mukerji:



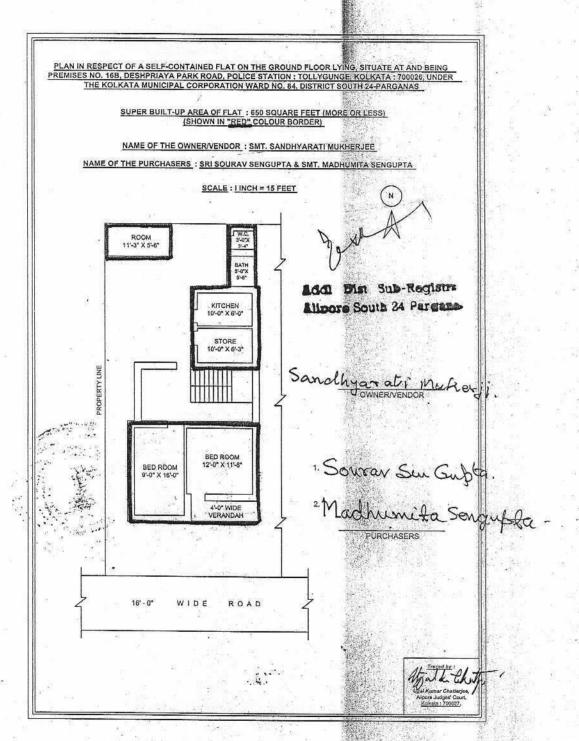
Name SOURAY SEN GUPTA.
Signature Souran Sen Guffa

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	left hand					
	right hand					For HI-RISE

Name Madhumita Son Gupta. Signature Madhumita Songupta. FOR REPA PURPOSE

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FOR HI-RISE APARTMENT MAKERS PVT. LTD

Director

#### MEMO OF CONSIDERATION

<u>RECEIVED</u> from the withinnamed <u>PURCHASERS</u> the said sum of Rs.5,00,000/- (Rupees Five Lakhs) only being the total consideration money as hereunder written:-

By Cheque and Cosh on different dates Pp. 50000/

WITNESSES:

1. Sie

2. Sunta Singh

Sandhjarati Mukerji.

Signature of the OWNER

FOR RERA PURPOSE -

FOR HI-RISE APARTMENT MAKERS PVT. LTD.

Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. ALIPORE, District- South 24-Parganas

Signature / LTI Sheet of Serial No. 00513 / 2013, Deed No. (Book - I , 00371/2013)

I - Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sourav Sengupta 16 B, Deshapriya Park Road, Kolkata, Thana:-Tollygunge, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026	21/01/2013	LTI 21/01/2013	Sonzar Sun Guf 21/1/2013.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sandhyarati Mukherjee Address -71/1 B, Bakul Bagan Road, Kolkata,	Self			
	Thana:-Bhawanipore, P.O.:-			5.	ndhyocrati Muk
	,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025			LTI	
			21/01/2013	21/01/2013	
2	2 Sourav Sengupta Address -16 B, Deshapriya Park Road, Kolkata, Thana:-Tollygunge, P.O.:- ,District:-South 24-Parganas,	Self	3 E		3 over Su G
	WEST BENGAL, India, Pin :-700026			ĹTI	
profiles a	:-/00026		21/01/2013	21/01/2013	<u> </u>
3	Madhumita Sengupta Address -16 B, Deshapriya Park Road, Kolkata, Thana:-Tollygunge, P.O.:-	Self	<b>1</b> 2311	L. Transfer of the state of the	Ladhumifa Senguft
26	District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026			LTI	sengulat
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	11 11	21/01/2013	21/01/2013	

Name of Identifier of above Person(s)

Malay Das

Alipur Judges Court, Kolkata, Thana:-Alipore, P.O. :-,District:-South 24-Parganas, WEST BENGAL, India,

Pin:-700027

Signature of Identifier with Date

For HI-RISE APARTMENT MAKERS PVT. LTD

(Arnab/Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. ALIPORE

21/01/2013



#### Government Of West Bengal

## Office Of the A.D.S.R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number: I - 00371 of 2013 (Serial No. 00513 of 2013)

#### On 21/01/2013

#### 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. 29890.00/-, on 21/01/2013

(Under Article: A(1) = 29876/- ,E = 14/- on 21/01/2013)

#### 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.-27,17,000/-

Certified that the required stamp duty of this document is Rs.- 190210 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

#### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 49000/- is paid , by the draft number 247228, Draft Date 16/01/2013, Bank : State Bank of India, S B I Calcutta, received on 21/01/2013
- 2. Rs. 49000/- is paid , by the draft number 247/225 Draft Date 16/01/2013, Bank : State Bank of India, S B I Calcutta, received on 21/01/2013
- 3. Rs. 49000/- is paid, by the draft/number 247224, Draft Date 16/01/2013, Bank: State Bank of India, S B i Calcutta, received on 21/01/2013
- 4. Rs. 42210/- is paid, by the draft number 247950, Draft Date 16/01/2013, Bank: State Bank of India, S B I Calcutta, received on 21/01/2013

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

Presented for registration at 11.28 hrs on :21/01/2013, at the Office of the A.D.S.R. ALIPORE by Souray Sengupta, one of the Claimants.

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

Execution is admitted on 21/01/2013 by

 Sandhyarati Mukherjee, wife of Sri Kapil Mukherji , 71/1 B, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession: House wife

FOR HI-RISE APARTMENT MAKERS PVT. LTD.

( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

21/01/2013 12:25:00 P



## Government Of West Bengal

#### Office Of the A.D.S.R. ALIPORE District:-South 24-Parganas

## Endorsement For Deed Number: 1 - 00371 of 2013

(Serial No. 00513 of 2013)

2. Sourav Sengupta, son of Late Sibu Sngupta 16 B, Deshapriya Park Road, Kolkata, Thana:-Tollygunge, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Service

3. Madhumita Sengupta, wife of Sri Sourav Sengupta, 16 B, Deshapriya Park Road, Kolkata, Thana:-Tollygunge, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : House wife

Identified By Malay Das, son of . ., Alipur Judges Court, Kolkata, Thana:-Alipore, P.O. :-District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Advocate.

(Arnab Basu) ADDITIONAL DISTRICT SUB-REGISTRAR



FOR REPA PURPOSE

FOR HI-RISE APARTMENT MAKERS PVT. LTD.

Director

( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 1913 to 1935 being No 00371 for the year 2013.



(Arnal Basu) 22-January-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. ALIPORE West Bengal FOR REEN PURPOSE

FOR HI-RISE APARTMENT MAKERS PVT. LTD.

Director