

ARJUNDAS BUILDCON (P) LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Jai Prakash Colony, Madhubani, Purnea and also at No. 39, Haraprasad Shastri Sarani, Block — 'H', New Alipore, Kolkata — 700 053, represented by one of its Director Mr. Mahesh Kumar Malkani, son of Late Arjundas Malkani, hereinafter referred to as "the PURCHASER" (which terms of expression shall unless excluded by or there be something repugnant to the subject or context deemed to mean and include its successors in office, legal representatives administrators, assigns and nominees) of the OTHER PART.

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WHEREAS by virtue of a Decree passed in a suit for partition and Administration being No. 55 of 1970 then pending in the ordinary Original Civil Jurisdiction of the Hon'ble High Court at Calcutta on the basis of the Terms of Settlement filed by the Parties thereto, the Plaintiff therein was allotted one half of ALL THAT properties comprising a divided and demarcated portions which was shown and delineated in Lot 'A' of the plan as annexed to the terms of settlement, similarly by virtue of that compromise Decree the defendant No. 4 Bholanath Paul the Vendor herein, was allotted the remaining one half share of the premises Nos. 163, 164, 165 and 165/1, Lenin Sarani (formerly Dharmatalla Street), Calcutta- 700 013 situated on a plot of land admeasuring 5 (Five) Cottahs 3 (Three) Chittacks and 42 (Forty two) Square feet which was shown and delineated in Lot 'B' of the said plan as annexed to the said Terms of Settlement filed in the said suit which is hereinafter referred to as the said premises which are morefully described in the Schedule 'D' as appended to the compromise decree passed in the said suit.

AND WHEREAS by virtue of compromise Decree dated September 21, 1973, the Vendor herein became the absolute owner of the aforesaid premises and is lawfully seized and possessed of and otherwise well and sufficiently entitled to the said premises as sole and absolute owner thereof free from all encumbrances having a good and marketable title in respect thereof which is morefully described in the Schedule hereunder written and hereinafter referred to as the said property. Being such lawful recorded owner the Vendor has already got his name mutated in the relevant records of the Kolkata Municipal Corporation and accordingly he has been regularly making payment of municipal taxes in respect of the said premises to the office of the Kolkata Municipal Corporation.

AND WHEREAS the Vendor has agreed with the purchaser for the absolute sale to him of the property as morefully described in the Schedule hereunder written on terms hereunder contained at and for the price of Rs. 40,00,000 (Rupees Forty Lacs) only on as is where is basis.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said premises and further in consideration of the said sum of Rs. 40 Lakhs (Rupees Forty Lakhs) only of lawful money in hand and truly paid by the PURCHASER only to the VENDOR on or before the execution of these presents as per Memo of Consideration hereinafter written (the receipt whereof the VENDOR doth hereby as also by the receipt and memo hereunder written, admit and

acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the PURCHASER and the SAID PREMISES being hereby sold conveyed and transferred) the VENDOR doth hereby grant sell, convey, transfer, assign release and assure ALL THAT the SAID PREMISES being the piece or parcel of revenue free land and hereditaments containing an area of 5 Cottahs 3 Chittacks and 🚜 S.ft. or more or less together with the partly one storied and partly two storied dilapidated structure standing thereon constructed and erected situate lying at and being premises No. 163, 164, 165 and 165/1, Lenin Sarani, P.S. Bowbazar, Kolkata- 700 013 as morefully and particularly shown in the plan annexed hereto and duly bordered thereon in colour GREEN and morefully and particularly described in the ............. Schedule hereunder written and hereinafter referred to as the said premises together with all rights, benefit and advantages of ancient and other lights ways paths or passage drains, water courses trees, fences and all manner of formal and other liberties easements privileges profits appendages and appurtenances whatsoever to the said piece or parcel of land hereditament and premises belonging or in anywise appertaining to or with the same or any of them or any part thereof now or at any time thereto held used occupied or enjoyed with their and every part thereof now or at any time thereto held used occupied or enjoyed with their and every of their appurtenances. AND the reversion and reversions remainder and remainders rest issues and profits of and in the SAID PREMISES and every part and parcel thereof AND all the right title interest inheritance reversion use trust possession property claim and demand whatsoever both at law or in equity of the VENDOR or any of them of into out



of and upon the SAID PREMISES AND all deeds pattahs muniments writings and other evidence of title which relates to the SAID PREMISES and which now are or hereafter shall or may be in the custody power possession or control of the VENDOR his heirs, executors, administrators and legal representatives or any person or persons from whom he or they or any of them can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the same together with the structure erected thereon and all and singular with the PURCHASER that notwithstanding any act deed matter or thing by the said VENDOR\$ made done or executed or knowing suffered to the contrary the VENDOR now has in himself good right full power and absolute authority to grant sell transfer convey release and confirm the SAID PREMISES hereby granted sold conveyed transferred released and confirmed or expressed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid AND THAT the PURCHASER shall and may at all times hereafter peaceably and quietly possess and enjoy the said piece or parcel of land hereditament and premises and each and every part thereof and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the VENDOR or any of them or any person or persons lawfully and equitably claiming from under or in trust for the VENDOR or any of them AND THAT free from all encumbrances and liabilities whatsoever made or suffered by the VENDOR or any person or persons lawfully or equitably claiming under the VENDOR AND THAT the VENDOR doth hereby covenant with the PURCHASER that the VENDOR shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute or cause to be done and executed all such further and other acts deeds and things for further, better and more perfectly assuring the SAID PREMISES and every part thereof unto and to the use of the PURCHASER in manner aforesaid as shall or maybe reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the divided and demarcated plot of land pertaining to the house No. 163, 164, 165 and 165/1, Lenin Sarani (Formerly Dharmatalla Street), Kolkata- 700 013 by admeasuring 5 Cottahs 3 Chittacks and 42 (Forty two) Square feet which is morefully butted and bounded in the manner following:

ON THE EAST

162/1, Lenin Sarani (formerly Dharmatalla Street),

Kolkata.

ON THE SOUTH

Lenin Sarani (formerly Dharmatalla Street),

Kolkata.

ON THE WEST

Demarcated Western portion of the said premises

being Lot 'A' and allotted to Amar Nath Paul (since

Deceased).

ON THE NORTH

Premises No. 1 Temple Street. Kolkata

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

# SIGNED SEALED AND DELIVERED by

the VENDOR at Kolkata in the presence

of following witnesses:

2. Stapar viewer Sty. Aronge High caud, Calcult.

Sholanatu Paul

SIGNATURE OF VENDOR

## SIGNED SEALED AND DELIVERED by

the PURCHASER at Kolkata in the

presence of following witnesses:

1. Asil Baran Road

2. Stoper Kenarthy.

RJUN DAS BUILGCON PYT &TO-

Drafted, Prepared & Delivered by me

RECEIVED Received from the within named Purchaser the within mentioned sum of Rs. 40,00,000.00 (Rupees Forty Lakhs) only as and by way of Consideration Money.

# MEMO OF CONSIDERATION

Rs. 22,00,000.00 (Rupees Twenty Two Lakhs)only by Banker's Cheque drawn on HDFC Bank, Kolkata, bearing No. 010687 dated 03.09.2006 payable to Bholanath Pal.

22,00,000.00

Rs. 18,00,000.00 (Rupees Eighteen Lakhs)only by Banker's Cheque drawn on Union Bank of India, New Alipore Branch, Kolkata, bearing No. 032400 dated 06.09.2006 payable to Bholanath Pal.

18,00,000.00

40,00,000.00

TOTAL RUPEES FORTY LAKHS ONLY

WITNESSES:

1. Hot By an Roud 11-A. Augus Charly dan Kalkala Hoses 3.

2. Taper Kuna By.

Bholanater Paul,

SIGNATURE OF VENDOR

## SPECIMEN FORM FOR TEN FINGERPRINTS

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SITE PLAN AT PREMISES & DHARAMTALLA STREET LOT A AREA 5 K 3 CH 26 SET LOT B AREA 5K 1 CH 42 SET PREMISES NO 1 TEMPLE STREET NO 162 DHARAMTALLA SH DHARAMTALIA holanatu Pauls SIG- OF VENDOR

#### DAY OF SEPTEMBER 2006 DATED THIS THE

#### BETWEEN

DR. BHOLANATH PAUL

VENDOR / ONE PART

AND

ARJUNDAS BUILDCON (P) LTD.

PURCHASER / OTHER PART

Registrar of Agenras

22-12.06

#### DEED OF CONVEYANCE

(Re.: Divided and demarcated plot of land pertaining to the house No. 163, 164, 165 and 165/1, Lenin Sarani (Formerly Dharmatalla Street), Kolkata- 700 013)

Mr. Abhijit Das Advocate High Court, Calcutta 31A, Lenin Sarani, 5th Floor, Flat No. 32 Kolkata - 700 013

Tel: 033 22441051/3291 2054