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V/CNO-1357/12

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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D. No. 13-745/12 C/8/12

e registration, the signature sheets and the endorsement sheets attached with the document are part of this document



#### **DEED OF CONVEYANCE**

THIS INDENTURE made on this 6th day of August, 2012 A.D.; BETWEEN (1) SRI PREM LALWANI, son of Sri Shyamdas Lalwani, residing at 32, Mahamayatala Main Road, P.O. - Garia, Kolkata - 700 084, under P.S. - Sonarpur, having PAN NO. ABUPL 5750F and (2) SRI DHEERAJ LALWANI, son of Sri Shyamdas Lalwani, both by faith - Hindu, both Indian Citizen, both by occupation - Business, residing at 257/3, S.N. Roy Road, P.O. & P.S. - Behala, Kolkata - 700 053, having PAN NO. ABUPL 5751E, hereinafter jointly called and referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, representative, administrator and assigns) of the FIRST PART.

...... P/2.

330 Floor Address ...... Hernomto Basu Sangur House street Kg- 700001 Santosh Kr. Dey ALIPUR POLICE COURT Kolkata - 27 - Jishon Con Soo Mily v.e.IT 2877 V.L.IT 2878 2879 6 AUG 2012 Dheerof Loleven Identified by: Arotherde Bricas Sengalo for Advocate-Const Colorato.

#### $\underline{\mathbf{A} \ \mathbf{N} \ \mathbf{D}}$

M/S. UDBHAB BUILDERS, a Sole Proprietorship Business, having its registered office at 24, Hemanta Basu Sarani, Magalam Building, Block-B, Room No. 304, Third Floor, under P.S. Hare Street, Kolkata-700 001, reprsented by its Proprietor, SRI BIDHAN CHANDRA MUKHERJEE, son of Sri Nriprendra Nath Mukherjee, by faith-Hindu, Indian Citizen, by occupation - Business, residing at B-247, Survey Park, P.O. Santoshpur, Kolkata - 700 075, under P.S. Purba Jadavpur, now Survey Park, having PAN NO.AKOPM1945Q, hereinafter called and referred to as the 'PURCHASER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, successors-in-interest executors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS one Arshad ali halder, Son of Amjed Ali Halder of Kusumba, P.S. Sonarpur, District: 24 Parganas, was the original rightful owner, occupier and in exclusive possession and enjoyment of all that piece and parcel of 33 decimals of Rayati Sthitiban Sattwa Danga Lane in R.S. Dag No. 2314 under R.S. Khatian No. 1072 in Mouja Kusumba, J.L. No. 50, Touzi No. 255, 258, 259 and 283, within P.S. Sonarpur in the District of 24 Parganas(South), by purchase against valuable consideration from the then owner Del Bahar Mollah by virtue of the Deed of Conveyance dated 18/9/1954 registered in the office of Sub-Registrar at Baruipur, 24 Parganas and entered in Book No. 1, Volume No. 66, Volume No. 66, Pages 141 to 142, Being No. 5788 for the year 1954.

and where AS while the said Arshed Ali Halder had been peacefully and absolutely enjoying the said Danga Land, he sold, conveyed and transferred the aforesaid 33 Satak of Danga Land on 25.3.1968 against valuable consideration unto and in favour of Sonargaon Housing Co-operative Society Limited (the said Society), a registered Housing Co-operative Society having its registration No. 22/Cal of 1959 dated 20.5.1959 having registered office at 27, S.R. Das Road, Calcutta-700026, by virtue of a Deed of Conveyance registered in the office of Sub-Registrar at Sonarpur District 24 Parganas and entered in Book No. I, Volume No. 8, pages 259 to 261, being No. 484 for the year 1968.





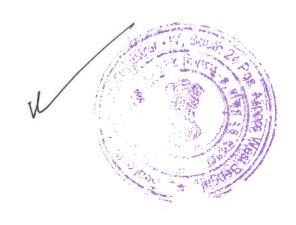
AND WHEREAS the said Society acquired vast area of land in Mouza Kusumba and other adjoining Mouzas for avowed purpose of setting up the housing project including the aforesaid 33 Satak/ Decimals of Danga Land and subsequently the said Society transferred its Registered Office at 13B, Chinmoy Chatterjee Sarani, Kolkata-700 033 from its earlier office.

and absolute owner of the aforesaid 33 Satak/ Decimals Danga land got the same mutated in its name in the records of the B.L. & L.R. under L.R. Khatian No. 2062 being L.R. Dag No. 2422 (corresponding to R.S. Dag No. 2314 under R.S. Khatian No. 1072) and thus the said Society had been possessing, occupying and enjoying the said property peacefully and uninterruptedly having unfettered right, title and interest thereon by making payments of all outgoing rates and taxes.

AND WHEREAS while setting up its housing project the said society, for any reason could not utilize the said 33 Satak/ Decimals Danga Land along with other properties lying and situate in the periphery of the said housing project and ultimately the said society took a Board Resolution unanimously in its Board Meeting held on 29.3.2003 that the unutilized land in Kusumba Mouza including the aforesaid 33 Satak Danga land would be sold against market price to prospective buyers.

AND WHEREAS on coming to know such intention of the housing society, Sri Gopal Biswas and Others(being the Confirming Parties therein) came forward and proposed to purchase the said property along with other properties and accordingly the Confirming Parties entered into an agreement for sale with the said society on 15.4.2003 on condition inter-alia that the Confirming Parties may got the said property transferred in favour of their nominee/s by getting the property developed by earth filing and laying out/ creating internal road etc. if necessary.

AND WHEREAS pursuant to the said agreement dated 15.4.2003 the Confirming Parties therein partially developed the said property including other adjoining lands by creating internal road and other infrastructure and for that the Confirming Parties therein acquired various other small plots of land from different persons/land owners against valuable consideration by several registered deeds of conveyance, the particulars whereof are set out hereunder. ...P/4.



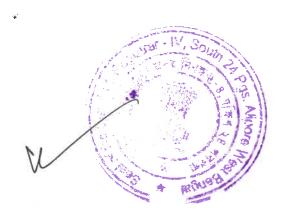


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AND WHEREAS in the mean time, one Sk. Asma Alam, therein the Purchaser, purchased the plot of Danga Land measuring more or less 18 cottahs 5 chittacks 4.8 sq.ft. or equivalent to 30.28 Decimals more or less out of 33 Satak of Danga land in L.R. Dag No. 2422 under L.R. Khatian No. 2062 corresponding to R.S. Dag No. 2314 under R.S. Khatian No. 1072 in Mouza Kusumba within P.S. Sonarpur, District South 24 Parganas together with all easement rights on the adjoining paths and passages and appurtenances attached thereto, hereinafter referred to as the "said property" and particularly described and mentioned in the Schedule hereunder written, from the said society and the Confirming Parties herein by valuable consideration duly paid to the said Society being the land owner and also the Confirming Parties being the developers therein by virtue of a registered deed of conveyance, executed on 13th April, 2004, duly registered in the office of D.S.R.- IV, at Alipore, District South 24 Parganas and was recorded in Book No. I, CD Volume No. 2, pages 2988 to 3015, being No. 00336 for the year 2006.

AND WHEREAS the residue land in said 33 Satak/ Decimals Danga land measuring more or less 1 cottahs 10 chittacks 15 sq.ft. is being separately purchased by the Confirming Parties i.e., the said Sri Gopal Biswas and Others herein against valuable consideration from the said society by deed of conveyance dated 13.4.2004 for the purpose of laying out the internal road situated on the western side of the said purchased property of the vendor herein.

AND WHEREAS on purchase of the aforesaid property of Danga Land measuring more or less 18 Cottahs 5 Chittacks 4.8 Sq.ft. (30.28 Satak) out of 33 Satak/Decimals of Danga land in L.R. Dag No. 2422, the said Sk. Asma Alam, being the lawful owner therein, recorded her name/mutated in respect thereof in the records of the office of the B.L. & L.R. at Sonarpur and accordingly, 30 Satak of Danga land has been recorded in L.R. Khatian No. 2781 in the name of Sk. Asma Alam, in L.R. Dag No. 2422 in Mouza Kusumba, J.L. No. 50, P.S. Sonarpur, District South 24 Pargans and thus the said Sk. Asma Alam seized and possessed of the said purchased property free from all encumbrances by making payments of all outgoing rates and taxes without any claims and demands of whatsoever in nature.



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AND WHEREAS during the development work the said Sri Gopal Biswas and Others(Confirming Parties) purchased several small plots of lands for creation of internal road/common passage having width of 24 feet for better use and enjoyment of the said property and other adjoining plots of land by virtue of several deeds particularly mentioned below against valuable consideration from the then land owners:

- a. by registered deed of conveyance dated 23/12/1988 registered in A.D.S.R. Sonarpur being Deed No. 7193 of Book I for the year 1988 the Confirming Party No. 1 purchased 11 Satak land in L.R. Dag No. 2448 of Mouza Kusumba from the then owner Osman Ali Haldar;
- b. by registered deed of conveyance dated 13/4/2004 registered in DSR Alipur being Deed No. 1805 of Book I for the year 2005 the Confirming Party No. 1 purchased 1 Cottah 10 Chittack 15 sq.ft. land in L.R. Dag No. 2422 L.R. Khatian No.2062 (RS Dag 2314 under R.S. Khatian 1072) of Mouza Kusumba from the said Society;
- c. by registered deed of conveyance dated 1.8.2005 registered in D.S.R.-IV at Alipore being Deed No. 3353 of Book I for the year 2005 the Confirming Parties purchased 1 Cottah 3 Chittack 30 Sq. ft. land in L.R. Dag No. 2583 under LR Khatian 2463 (R.S. Dag 2453 under RS Khatian 1032) of Mouza Kusumba from the then owner Jamal Sardar;
- d. by registered deed of conveyance dated 1.8.2005 registered in D.S.R.-IV at Alipore being Deed No. 3323 of Book I for the year 2005 the Confirming Parties purchased 11 satak land i.e. 1 Cottah 13 Chittack in Dag No. 2445 under Khatian No. 1231 and 4 Cottahs 13 Chittacks 20 Sq. ftg. In Dag No. 2448 under Khatian No.103 of Mouza Kusumba from the then owner Nijamul Islam and two others;
- e. by registered deed of conveyance dated 1/8/2005 registered in D.S.R-IV at Alipur being Deed No. 3325 of Book I for the year 2005 the Confirming Parties purchased 1 Cottah 7 chittacks 9 Sq.ft. land in L.R. Dag No. 2585 under LR Khatian Nos. 1592 and 1499 (R.S. Dag No. 2455 under RS Khatian 469) of Mouza Kusumba from the then owner Osman Ali Haldar and 8 others; ...P/6.





- f. by registered deed of conveyance dated 9/8/2005 registered in A.D.S.R. Sonarpur being Deed No. 7517 of Book I for the year 2005 the Confirming Parties purchased 12 Chittacks 22 sq.ft. land in RS & L.R. Dag No. 390 under LR Khatian 354 of Mouza Teghari JL No. 52 from the then owner Riziya Khatun and 6 others;
- g. by registered deed of conveyance dated 19/8/2005 registered in A.D.S.R. Sonarpur being Deed No. 7519 of Book I for the year 2005 the Confirming Parties purchased 2 Satak land in RS & L.R. Dag No. 2583 under LR Khatian 1820 (R.S. Dag 2453 under R.S. Khatian 1032) of Mouza Kusumba and 1 cottah 10 chittacks land in L.R. Dag No. 2584 under L.R. Khatian No. 1810 (R.S. Dag No. 2454 under R.S. Khatian No. 1232) from the then owner Samsher Ali Gazi;
- h) by registered deed of conveyance dated 16/9/2005 registered in A.D.S.R. Sonarpur being Deed No. 7247 of Book- I for the year 2005 the Confirming Parties purchased 1 cottah 15 chittack 11 sq.ft. land in L.R. Dag No. 2576 and 2579 under L.R. Khatian No. 479 of Mouza Kusumba from the then owner Rafik Haldar and 6 others;
- by another registered deed of conveyance dated 16/9/2005 registered in A.D.S.R. Sonarpur being Deed No. 7248 of Book I for the year 2005 the Confirming Parties purchased 2 cottah 6 chittack land in R.S. Dag No. 2318 (L.R. Dag No. 2426), 2 cottah 3 chittack 36 sq.ft. land in R.S. Dag No. 2317 (L.R. Dag No. 2425) and 5 Chittack 22 sq.ft. land in R.S. Dag No. 2315 (L.R. Dag No. 2423) under R.S. Khatian Nos. 1338, 1369, 1222 and 1081 (L.R. Khatian Nos. 1592 and 1499) of Mouza Kusumba from the then owner Ramzan Ali Haldar and 8 others against valuable consideration;
- j. registered deed of conveyance dated 31/3/2006 registered in A.D.S.R. Sonarpur being Deed No. 34399 of Book- I for the year 2006 the Confirming Parties purchased the following plots of land from the said society against valuable consideration:-

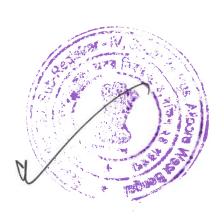




- i) 7 cottah 1 chittack 32 sq.ft. land in part of L.R. Dag No. 2391 under L.R. Khatian No. 2062 (RS Dag 2286 under R.S. Khatian 671) of Mouza Kusumba;
- ii) 4 cottah 1 chittack 3 sq.ft. land in part of L.R. Dag No. 2400 under L.R. Khatian No. 2062 (R.S. Dag 2294 under R.S. Khatian 129) of Mouza Kusumba;
- iii) 2 cottah 14 chittack 42 sq.ft. land in part of L.R. Dag No. 2401 under L.R. Khatian No. 2062 (R.S. Dag 2295 under R.S. Khatian 671) of Mouza Kusumba :
- iv) 3 cottah 10 chittack 00 sq.ft. land in part of L.R. Dag No. 2424 under L.R. Khatian No. 2062 (RS Dag 2316 under R.S. Khatian 1081) of Mouza Kusumba; and
- v) 3 cottah 11 chittack 37 sq.ft. land in part of LR Dag No.2389 under L.R. Khatian No. 2062 (R.S. Dag 2284 under R.S. Khatian 129) of Mouza Kusumba;

AND WHEREAS the Confirming Parties after acquisition of the aforementioned small plots as the lawful Owners of the same, created the 24 feet wide internal passage for the use and enjoyment of the plot holders and accordingly caused to be sold and transferred different plots through the plot holders with easement right on the said internal road to sundry purchasers.

AND WHEREAS while in peaceful possession of the aforesaid property, the said Sk. Asma Alam, being the sole and absolute owner of the said property, for want of money ands other lawful reasons decided to sell the said property on 'as is where is basis' free from all encumbrances, attachments, liens, charges, lispendens and other claims and demands and declared for the same. In the mean time, Sri Prem Lalwani and Sri Dheeraj Lalwani became interested in the aforesaid property and upon necessary discussion with the Owner therein, who represented the same to the Purchasers in concurrence with the aforesaid Confirming Parties and the said Sri Prem Lalwani and Sri Dheeraj Lalwani, being the interested Purchasers, relying on the representation of the Owner/Vendor and the Confirming Parties and believing the same to be true and correct, have agreed to purchase the said property free from all encumbrances,





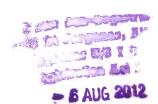
against the mutually agreed consideration and by virtue of a registered Deed of Conveyance, purchased the same, which was duly executed on 29.12.2010 and was registered in the office of the D.S.R.-IV at Alipore and was recorded in Book-I, C.D. Volume No. 33, Pages from 1041 to 1064, being No. 09636, for the year 2010.

**AND WHEREAS** in the aforesaid Deed of Conveyance, the Confirming Parties hereby confirmed that the purchasers shall have the right to use the said 24 wide passage upto the Northern fringe of the said property as easement right attached to the said property hereby conveyed and the Purchasers have agreed to such arrangement.

AND WHEREAS accordingly, the said Sri Prem Lalwani and Sri Dheeraj Lalwani became the lawful joint Owners in respect to the Danga landed property, measuring about 15 Decimals each i.e., 30 Decimals in total and completed the Boundary of the aforesaid landed property by using corrugated Tin Sheets and bamboos and constructed a R.T.S. measuring about 300 Sq. Ft. more or less and duly mutated their names in the records of the L.R. Records in the office of the B.L. & L.R. office at Sonarpur by complying all the required and necessary formalities thereof and paid land Revenues from time to time. The name of the aforesaid Joint Owners, namely, Sri Prem Lalwani and Sri Dheeraj Lalwani was published in the records of the L.R.Records comprised in L.R. Dag No.2422 appertaining to L.R. Khatian No.s 2877 and 2878 in Mouza-Kusumba under P.S. Sonarpur.

THAT a piece and parcel of the plot of Danga Land measuring more or less 18 cottahs 5 chittacks 4.8 sq.ft. or equivalent to 30.28 Decimals more or less out of 33 Satak of Danga land and R.T.S. measuring about 300 Sq. Ft. more or less, in Mouza- Kusumba, J.L. No. 50, R.S. No. 138, Touzi No. 255, 258, 259 and 283, comprised in R.S. Dag No. 2314, corresponding to L.R. Dag No.2422 appertaining to R.S. Khatian No. 1072, corresponding to L.R. Khatian No.s 2877 and 2878, under within P.S. Sonarpur, in the District of South 24 Parganas together with all easement rights on the adjoining paths and passages and appurtenances attached thereto at present within the limits of Rajpur Sonarpur Municipality, Ward No.8, Registry office at A.D.S.R. at Sonarpur and District Sub-Registry office at D.S.R.-IV, at Alipore, in the District of South 24-Parganas, the present joint Owners, the said Sri Prem Lalwani and Sri Dheeraj Lalwani, have now decided to sell the same against reasonable consideration





and declared for the same. The Purchaser herein, being interested in the said Premises, have approached the present joint Owners/Vendors along with the Sri Gopal Biswas and Others, the then Confirming Party therein for the of the said Municipal Premises, comprised of the aforesaid plot of land and offered a total consideration of Rs.1,00,00,000/-(Rupees One Crore) only along with their all lawful right, title, interest and khas vaccant possession of the said premises. After necessary negotiation and discussion, both the parties herein, have mutually settled and decided to transfer the aforesaid landed property, together with all lawful right, title, interest and khas vacant possession of the same against the aforesaid consideration and to purchase ALL THAT a piece and parcel of the plot of Danga Land measuring more or less 18 cottahs 5 chittacks 4.8 sq.ft. or equivalent to 30.28 Decimals more or less out of 33 Satak of Danga land and R.T.S. measuring about 300 Sq. Ft. more or less, in Mouza- Kusumba, Pargana- Medanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 255, 258, 259 and 283, comprised in R.S. Dag No. 2314, corresponding to L.R. Dag No.2422 appertaining to R.S. Khatian No. 1072, corresponding to L.R. Khatian No. 2878, under within P.S. Sonarpur, in the District of South 24 Parganas together with all easement rights on the adjoining paths and passages and appurtenances attached thereto at present within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Registry office at A.D.S.R. at Sonarpur and District Sub-Registry office at D.S.R.-IV, at Alipore, in the District of South 24 Parganas, with all lawful interest and khas vacant possession of the same against the settled consideration of Rs.1,00,00,000/-(Rupees One Crore) only.

AND WHEREAS after necessary discussion, negotiation and settlement of both Parties herein, the joint Owners/ Vendors have finally settled to execute the formal Deed of Conveyance in favour of the Purchaser herein after receiving the mutually settled total consideration Purchaser herein.

AND WHEREAS the Owners/Vendors herein, further declared that, they have not entered into any kind of Agreement For Sale or Agreement For Hypothecation with any Bank or N.B.F.C. etc. nor has borrowed any Loan, received any consideration or part thereof against execution of such Agreement/s from any other party ever. The title of the Schedule mentioned property is absolutely clear, marketable and transferable and the Owners/Vendors herein, are the only lawful Owners/Vendors and except them, there are no other Owner/s of the said Schedule mentioned property.

AND WHEREAS the present Owners/Vendors hereby declare that, the aforesaid Schedule mentioned property is free from all encumbrances, lien, lispendens, attachment, mortgage, guarantee, security, charges etc. and the same is not affected by any Title Suit or Money Suit pending before any Court of Law or is not subject to any pending litigation or Arbitration Proceedings. ....P/10.





AND WHEREAS the Owners/Vendors herein, hereby declare that, the Schedule mentioned property which is now being transferred on 'as is where is basis' vide this presents, is free from all encumbrances, lien, lispendens, attachment, mortgage, guarantee, security, charges etc. and the same is not encumbered by any Title Suit or Money Suit against the Owners/Vendors or the premises, nor pending before any Court of Law or is not subject to any pending litigation and the said property is properly demarcated and bounded by a pucca boundary wall in all sides. The Owners/Vendors herein, further declare that, the said boundary and the said premises is mutated in the name of the present joint Owners/ Vendors and was never disputed by any of the adjacent neighbours and/or any Third Party whosoever and the taxes in relation to the schedule mentioned property are paid up to date and there is no outstanding taxes or any impositions in respect to the Schedule mentioned property upto date on the part of the Owners/Vendors herein. The Owners/ Vendors herein, further declare that, they have not entered into any kind of Agreement For Sale or Agreement For Hypothecation with any Bank Loan or N.B.F.C. etc. nor have received any consideration or part thereof against execution of such Agreement/s from any other party ever. The title of the Schedule mentioned property is absolutely clear, marketable and transferable and the Owners/Vendors herein, are the lawful Owners/ Vendors and sufficiently entitled to execute this presents in favour of the Purchaser herein.

#### **NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

That in pursuance of the said Agreement, by and between the parties herein and in consideration of payment of total consideration of Rs.1,00,00,000/-(Rupees One Crore) only of the true and lawful money of the Union of India, well and truly paid by the Purchaser to the Owners/Vendors on or before the execution of these presents the receipt whereof the Owners/Vendors do hereby as well as by the receipt hereunder written admit and acknowledge of and from the payment of the same and every part thereof do hereby release and forever discharge the Purchaser and also the said landed property hereditaments and premises conveyed hereby and every part thereof the Owners/Vendors do hereby grant, transfer, convey, assign and assure unto the PURCHASER free from all encumbrances ALL THAT a piece and parcel of the plot of Danga Land measuring more or less 18 cottahs 5 chittacks 4.8 sq.ft. or equivalent to 30.28 Decimals more or less out of 33 Satak of Danga land and R.T.S. measuring about 300 Sq. Ft. more or less, in Mouza-Kusumba, Pargana-Medanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 255, 258, 259 and 283, comprised in R.S. Dag No. 2314, corresponding to L.R. Dag No.2422 appertaining to R.S. Khatian No. 1072, corresponding to L.R. Khatian No.s 2877 and 2878, under within P.S.





Sonarpur, at present within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Registry office at A.D.S.R. at Sonarpur and District Sub-Registry office at D.S.R.-IV, at Alipore, in the District of South 24 Parganas, with all rights of easements and appurtenances in the said plot of land, as more fully and particularly described in the Schedule hereunder written and delineated on the Map or Plan annexed hereto and bordered with RED verge hereinafter referred to as 'the said property' including the all easementary rights **OR HOWSOEVER OTHERWISE** the said land now is or at any time heretofore was situated butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH ALL AND SINGULAR all edifices, erections, common wall, fixtures, courtyards, areas, compounds and soil thereof sewers, ways, paths, passages, water, water-courses, light, rights, benefits of ancient or other common rights, liberties, easement, privileges, profits and advantages whatsoever thereto belonging or in anywise appurtaining to with the same or any part thereof now are or at any time heretofore held used occupied, enjoyed herewith or reputed to belong or deemed, taken or known as part parcel thereof or appurtenant thereto with their and every of their appurtenances AND THE RE-VERSION AND REVERSIONS, REMAINDER AND REMAINDERS AND THE RENTS, ISSUES AND PROFITS of and from the 'the said property' her editaments and premises hereby granted, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND ALL THE ESTATE, RIGHT, TITLE, INTEREST, INHERITANCE, USE, TRUST, POSSESSION, PROP-ERTY, CLAIM AND DEMAND whatsoever both at law and in equity of the Owners/Vendors of into and upon 'the said property' hereditaments and premises hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be AND ALSO DEEDS, PATTAS, MUNIMENTS, WRITTINGS AND EVI-DENCE OF TITLE whatsoever relating to or concerning the same or any part thereof which now are or is at any time heretofore were or was or hereafter shall or may be in the custody possession or power of the Owner/Vendor or of any person or persons from whom the Owner/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 property, hereditaments and premises hereby granted, transferred, conveyed, assigned and assured or intended so to be unto and to the use of the PURCHASER absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND the Owners/Vendors and each of them do hereby covenant with the PURCHASER that notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors made, done, executed, occassioned or suffered to the contrary the Owners/Vendors are now lawfully, rightfully and absolutely seized, possessed or of otherwise well and sufficiently entitled to ALLTHAT the said property and hereditaments and premises hereby ...P/12.

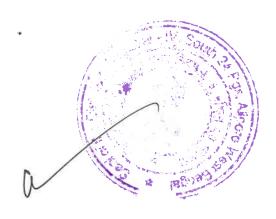


granted, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASER for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance, eviction, interruption, claim or demand whatsoever from or by the Owners/Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owners/Vendors AND free and clear and freely and clearly, absolutely, acquitted, exonerated or discharged or otherwise by the Owners/Vendors 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 attachment whatsoever had made, done, executed, occasioned or suffered by the Owners/Vendors or any person or persons claiming or to claim from through under or in trust for the Owners/Vendors into and upon the said land hereditaments and premises hereby granted, transferred, 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 without any manner of condition use trust or other thing whatsoever to alter, defeat, encumber or make void the same AND that notwithstanding any such act, deed, matter or thing whatsoever as aforesaid the Owners/Vendors have in thmselves good right full power and absolute authority to grant, transfer, convey, assign and assure by these presents ALL THAT a piece and parcel of the plot of Danga Land measuring more or less 18 cottahs 5 chittacks 4.8 sq.ft. or equivalent to 30.28 Decimals more or less out of 33 Satak of Danga land and R.T.S. measuring about 300 Sq. Ft. more or less, in Mouza-Kusumba, J.L. No. 50, R.S. No. 138, Touzi No. 255, 258, 259 and 283, comprised in R.S. Dag No. 2314, corresponding to L.R. Dag No.2422 appertaining to R.S. Khatian No. 1072, corresponding to L.R. Khatian No.s 2877 and 2878, under within P.S. Sonarpur, at present within the limits of Rajpur Sonarpur Municipality, Ward No.8, Registry office at A.D.S.R. at Sonarpur and District Sub-Registry office at D.S.R.-IV, at Alipore, in the District of South 24 Parganas, particularly delineated and marked in RED in the annexed Plan hereby granted, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASER in manner aforesaid AND that the PURCHASER shall and may from time to time and at all times hereafter peaceably and quietly possesses and enjoy the said land and hereditaments and premises including all easement rights etc. hereby granted, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASER in manner aforesaid and receive the rents, issues and profits thereof including any previous rents due from the tenants without any lawful eviction, interruption, claim or demand whatsoever from or by the Owners/Vendors or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Own-...P/13.





ers/Vendors AND that free and clear and freely and clearly and absolutely acquited, exonerated, discharged or otherwise by the Owners/Vendors well and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner of former or other estate-rights, title, leases, mortgages, charges, trust, wakfs, debutters, attachments, executions, lispendens, claims, demands and any sort of encumbrances including any order/s of any Competent Court or Legal Proceedings against the Owners/Vendors or otherwise whatsoever made, done, occasioned or suffered by the Owners/Vendors or any person or persons lawfully or equitably claiming or to claim from through under or in trust for the Owners/Vendors AND further that the Owners/Vendors and all persons having or lawfully claiming any estate right, title, interest whatsoever in the said land hereditaments and premises including all easement rights etc. hereby granted, transferred, conveyed, assigned, assured and confirmed or any part thereof from under or in trust for the Owners/Vendors shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute or cause to be done and executed all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property and hereditaments and premises including easement rights etc. hereby granted, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the PURCHASER in manner aforesaid as shall or may be reasonably required.





# SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT a piece and parcel of the plot of Danga Land measuring more or less 18 cottahs 5 chittacks 4.8 sq.ft. or equivalent to 30.28 Decimals more or less out of 33 Satak of Danga land and R.T.S. measuring about 300 Sq. Ft. more or less, in Mouza- Kusumba, J.L. No. 50, R.S. No. 138, Touzi No. 255, 258, 259 and 283, comprised in R.S. Dag No. 2314, corresponding to L.R. Dag No.2422 appertaining to R.S. Khatian No. 1072, corresponding to L.R. Khatian No.s 2877 and 2878, under within P.S. Sonarpur, in the District of South 24 Parganas together with all easement rights on the adjoining paths and passages and appurtenances attached thereto, at present within the limits of Rajpur Sonarpur Municipality, Ward No. 8, Registry office at A.D.S.R. at Sonarpur and District Sub-Registry office at D.S.R.-IV, at Alipore, in the District of South 24 Parganas, together with all easement attached thereon, butted and bounded as follows:-

ON THE NORTH: By the Land comprised in R.S. Dag No. 2313.

ON THE SOUTH : By the Land comprised in R.S. Dag No. 2448.

ON THE EAST : By the Land comprised in R.S. Dag No. 2309

and 2310.

ON THE WEST : By 24' Wide Common Passage.

...P/15.





IN WITNESS WHEREOF, both the parties herein, hereby agreed, understood and have set and subscribed their hands and signatures on the day, month and year first above written.

#### SIGNED AND DELIVERED

In presence of:

**WITNESSES**:-

1. Dipak Das A133, SURVEY PARK SANTOSHPUR, KO1-75

2. About Kholek moreld Seflet About Subber morel Rusumba - Reery Lolwin'

SIGNATURE OF THE OWNERS/ VENDORS

SIGNED AND DELIVERED

In presence of:

**WITNESSES**:-

1. Dipak Das

Billon Constantilly

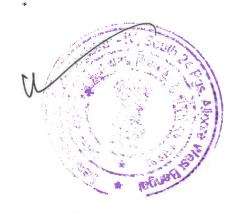
2. Abbulkholde morbal

SIGNATURE OF THE PURCHASER

Drafted and prepared by me:

Advocate

High Court, Calcutta.





► 6 AUG 2012

#### MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 1,00,00,000/- (Rupees One Crore) only as total agreed consideration from the withinmentioned Purchaser M/S. UDDHAB BUILD-ERS, a Sole Proprietorship Business, having its registered office at 24, Hemanta Basu Sarani, Magalam Building, Block-B, Room No. 304, Third Floor, under P.S. Hare Street, Kolkata-700 001, reprsented by its Proprietor, SRI BIDHAN CHANDRA MUKHERJEE, son of Sri Nriprendra Nath Mukherjee, residing at B-213, Survey Park, P.O. Santoshpur, Kolkata - 700 075, under P.S. Purba Jadavpur, now Survey Park,, against purchase of the schedule mentioned property, on the day, month and year first above written.

MEMO	AMOUNT(Rs.)
1) Vide Pay Order No.481813, dated 06.08.2012, drawn on Union Bank, Santoshpur Br., Kolkata - 700 016, in favour of SRI PREM LALWANI	50,00,000,00
2) Vide Pay Order No.481814,dated 06.08.2012, drawn on Union Bank, Santoshpur Br., Kolkata - 700 016, in favour of SRI DHEERAJ LALWANI	50,00,000,00
	Rs. 1.00.00.000.00

(RUPEES ONE CRORE ONLY).

Pren-Lalarais Dheeroj holweri SIGNATURE OF THE OWNERS/ **VENDORS** 

1. Aipak Aas

2. Abdulk halek mondel





SITE PLAN OF LAND AT MOUZA: KUSLIMBA, J.L. NO. 50, PART OF R.S. DAG NO. 23M.

R.S. KHATIAN NO. 1072, L.R. DAG NO. 2422, L.R. KHATIAN NO. 2781, P.S. SONARPUR, UNDER

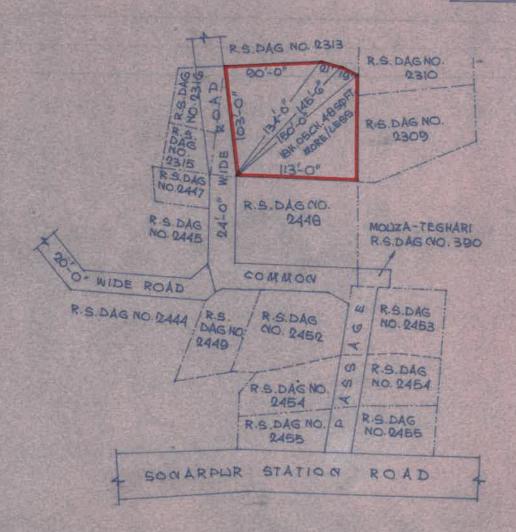
RAJPUR SONARPUR MUNICIPALITY WARD NO. 8, DISTRICT: SOLITH 24 PARGANAS.

PURCHASER: - MIS. LIDBHAB BUILDERS

AREA OF LAND :- 18 K. OSCH. A. B SO. FT. (RORE/LEGS) WITH 300 SO. FT. (R.T.G.)

SHOWN IN RED BORDER SCALE:- 1" 100'-0"

N A



Prem Lalevani Bherig Lohni SIG. OF/OWNERS/ VENDORS

BISHOP PURCHASER

TRACED BY :- S. GHOSH





- 6 AUG 2012

er in Fighting

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

Registered in Book - I CD Volume number 21 Page from 1772 to 1793 being No 06404 for the year 2012.



(Ashoke Kumar Biswas) 23-August-2012 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal



#### Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : 1 - 06404 of 2012 (Serial No. 06396 of 2012)

### 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.-1,00,00,000/-

Certified that the required stamp duty of this document is Rs.- 700010 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

#### **Deficit stamp duty**

Deficit stamp duty

- Rs. 503050/- is paid, by the draft number 015070, Draft Date 06/08/2012, Bank Name State Bank of India, JADAVPUR UNIVERSITY, received on 13/08/2012
- 2. Rs. 49000/- is paid, by the draft number 456700, Draft Date 06/08/2012, Bank Name State Bank of India, MUKUNDAPUR, received on 13/08/2012
- 3. Rs. 49000/- is paid, by the draft number 456699, Draft Date 06/08/2012, Bank Name State Bank of India, MUKUNDAPUR, received on 13/08/2012
- 4. Rs. 49000/- is paid, by the draft number 960817, Draft Date 04/08/2012, Bank Name State Bank of India, SANTOSHPUR, received on 13/08/2012
- 5. Rs. 49000/- is paid, by the draft number 960818, Draft Date 04/08/2012, Bank Name State Bank of India, SANTOSHPUR, received on 13/08/2012

( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV

DI:

( Ashoke Kumar Biswas )
DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

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# Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 06404 of 2012 (Serial No. 06396 of 2012)

On

#### **Payment of Fees:**

On 06/08/2012

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

Presented for registration at 16.32 hrs on :06/08/2012, at the Private residence by Sri Bidhan Ch Mukherjee ,Claimant.

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

Execution is admitted on 06/08/2012 by

- 1. Sri Prem Lalwani, son of Sri Shyamdas Lalwani , 32 Mahamayatala Main Rd., Thana:-Sonarpur, P.O. :-Garia ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
- Sri Dheeraj Lalwani, son of Sri Shyamdas Lalwani, 257/3 S. N. Roy Rd., Thana:-Behala, P.O.:-Behala ,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700053, By Caste Hindu, By Profession: Business
- 3. Sri Bidhan Ch Mukherjee Proprietor, M/s Udbhab Builders, 24 Hemanta Basu Sarani Magalam Building, B Room No.304 3rd Floor, Thana:-Hare Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700001., By Profession: Business

Identified By Ardhendu Bikash Sengupta, son of . ., High Court Calcutta, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV

On 13/08/2012

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, 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### **Payment of Fees:**

Amount By Cash

Rs. 110028.00/-, on 13/08/2012

(Under Article: A(1) = 109989/-, E = 7/-, H = 28/-1, M(b) = 4/- on 13/08/2012)

( Ashoke Kumar Biswas )
DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

13/08/2012 18:50:00

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X	right hand					5.
						,

Name .....

Signature .....

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left hand					
right hand					

Name PREM LALWANI
Signature Len Lalwani

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	left					
	right hand					

Name DHEERAJ LALWANT Signature Dhenoy Lolwon

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left hand					
right hand					

Name BIDHAN CHANDRAMUKHERJEE Signature BISHOOD CONSTRUCTION





- 6 AUG 2012