

07264/10

Mother Deed - (5)

I - 9195/10



1:15 P.M.  
20/09  
2010

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 802921

Q.No. 01E814 / 2010  
M.N. A 8,14,080/-

Certified that the Document is admitted to Registration, the Stamp duty and the engrossment charges attached to this document are the part of this Document.

Additional Registrar  
of Assurances-I, Kolkata  
22/9/10

ABM

THIS INDENTURE made this 22<sup>nd</sup> day of September Two Thousand Ten

S. K. Das P  
ABM. Purn. Lalwari

9222

BETWEEN SHYAMDAS & CO. having PAN AAEC57910E, a Partnership Firm constituted of its Partners namely (1) Shri Shyam Das (Lalwani) having PAN ABUPL5752H, son of Late Tharoomal, residing at 32, Mahamayatala Main Road, P.S. Sonarpur, P.O. Garia, Kolkata - 700084 and (2) Shri Prem Lalwani, having PAN ABUPL5750F, son of Shri Shyam Das, residing at 32, Mahamayatala Main Road, P.S. Sonarpur, P.O. Garia, Kolkata - 700084, which firm is having its principal place of business at Mouza & Village Kusumba, P.S. Sonarpur, P.O. Narendrapur, District 24 Parganas (South), within Ward No. 7 of the Rajpur - Sonarpur Municipality and hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject mean the said existing partners namely (1) Shri Shyamdas Lalwani and (2) Shri Prem Lalwani and their respective heirs, executors, administrators and agents) of the ONE PART:

AND

(1) SUGAM GRIHA NIRMAAN PVT. LTD. having PAN AAEC57354N and governed by the Companies Act 1956 and having its registered office at No. 2/5, Sarat Bose Road, P.S. Bhowanipore, Kolkata - 700020 and (2) ERODE MERCHANTS PVT. LTD. having PAN AAACE5513F governed by the Companies Act 1956 and having its Registered Office at 2/5, Sarat Bose Road, P.S. Bhowanipore, Kolkata and (3) ALEXIA DEALERS PVT. LTD. having PAN AAHCA0632L governed by the Companies Act, 1956 and having its registered office at No. 2/5, Sarat Bose Road, P.S. Bhowanipore, Kolkata - 700020 and all the abovementioned three companies are represented by their Director Mr. Ashok Saraf, son of Shri Santosh Kumar Saraf and (4) ARYA PROJECTS LTD. having PAN AACCA1732C governed by the Companies Act, 1956 and having its registered office at Commerce House, 2<sup>nd</sup> floor, 2, Ganesh Chandra Avenue, P.S. <sup>Bowbazar</sup> ~~Howrah Street~~, Kolkata - 700013 represented by its Director Mr. Ramesh Kumar Arya, son of Late Murarilal Arya and all are hereinafter Jointly referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to include the respective successors-in-interest, agents and assigns) of the OTHER PART.

WHEREAS by and in pursuance of a registered Sale Deed (Saf. kabala) made between the said Shyamdas & Co. the said Partnership Firm therein called the GRAHITA and Md. Mohosin Ali Mondal therein called DATA (Seller) and duly registered in Book No. 1, Volume No. 42, Pages 118 - 121 Being No. 2565 for

5.5.11  
 Prem Lalwani

the year 1976 and executed on 20<sup>th</sup> July, 1976 the said Mohosin Ali Mondal for the consideration and in the premises therein stated sold and transferred and the said Purchaser Shyamdas & Co. a Partnership Firm purchased All that piece or parcel of Sali land recorded in J.L. No. 50, R.S. 138, Touji No. 259, R.S. Dag No. 1568, L.R. Dag No. 1640 within Mouza Kusumba, Sub-registration Office Sonarpur, District 24 Parganas (South) measuring 3 Decimals and morefully described in the Taphsil thereto and also described in the Schedule hereunder written and delineated within RED border on the plan thereof hereto annexed and hereinafter referred to as the said 'land'

AND WHEREAS the said Vendor has been using the said land as a Brick Field for several years and has been exercising all rights of absolute and permanent occupation thereof subject to payment of annual land revenue to the Government of West Bengal.

AND WHEREAS the Vendor has assured the Purchasers that there does not subsist any dispute or difference between the Partners and that the said present partners of the said Shyamdas & Co. are fully and sufficiently and absolutely entitled to sell and transfer the said land as the said Vendor has decided to close down its Brick Field at the said land and the said partners have accordingly actually closed down the brick field and have stopped all the said brick field activities for ever at the said land and have cleared the site after removing all stocks and other materials and the Vendor has agreed to sell the said land to the said Purchasers have agreed to purchase the said land from the Vendor and also other surrounding lands from their respective Owners.

AND WHEREAS the said Vendor has also assured and represented unto the said Purchasers that -

- (a) save and except the said Partnership Firm of Shyamdas & Co. constituted of its said present Partners no other person has any right title interest and claim in the said land. AND that the said firm of Shyamdas & Co. constituted of its said present partners is only and solely the absolute owner of the said land and is having transferable and heritable estate in the said land.
- (b) the said present partners of the said Shyamdas & Co. as its Partners are in actual control possession and enjoyment of the said land and were having a brick field on the said land and the said brick field is now not

*S. Anand P. Halwan*  
*Aty.*

- existing and all activities of brick manufacture have been closed and the said land is now fully clear.
- (c) There are no disputes whatsoever in respect of the said land with any third person and that the said Vendor has duly paid the land revenue in respect of the said land as up to Bengali year 1416 and would pay the land revenue as up to the date hereof if found unpaid or outstanding.
- (d) There is no restriction whatsoever on the said Vendor to sell and transfer the said land to the Purchasers and in pursuance of this Deed of Conveyance.
- (e) The said Vendor has not entered into any agreement for sale and transfer or lease or tenancy of the said land with any third party and the Vendor has not created any right in the land in favour of any third party.
- (f) The said land is free from all encumbrances, mortgages, disputes, lispendense, attachments, restrictions, acquisitions, requisitions and alignments whatsoever or howsoever.
- (g) The said Vendor is in khas possession and absolute control and occupation of the said land and is having heritable and transferable rights therein.

AND WHEREAS on the basis of its said assurances and representations the Vendor has agreed to sell and relying in correctness thereof and believing the same to be true and correct the said Purchasers have agreed to purchase the said land at the price of Rs. 1,62,000/- per cottah amounting to a total price of Rs. 7,84,080/- for 8 decimals equivalent to 4 cottahs 13 chittacks 19.8 sq.ft. and as hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in the Premises aforesaid and in pursuance of the said agreement and in consideration of the said sum of Rs. 7,84,080/- well and truly paid by the said Purchasers to the said Vendor at or before the execution of this Deed (the receipt whereof the said Vendor represented by its partners doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release and discharge the said Purchasers and the said land) the said Vendor doth hereby grant, convey, sell, transfer, assign and assure unto the purchaser All That piece or parcel of land (the entire land being Sali in nature)

V S. A. P. P. L. L. L.

recorded in J.L. No. 50, R.S. No. 138, Touji No. 259, R.S. Dag No. 1568, L.R. Dag No. 1640 situated at Mouza Kusumba under the jurisdiction of P.S. Sonarpur, Pargana Medanmolla, A.D.S.R. Baruipur (presently Sonarpur) within the District of 24-Parganas (South) in Ward No. 7 of the Rajpur-Sonarpur Municipality and morefully described in the Schedule hereunder written and shown within Red borders on the plan thereof hereto annexed and hereinafter called the 'said lands' absolutely forever free from all encumbrances, liens, charges, disputes, mortgages, lispendences, attachments, acquisitions and/or requisitions AND ALSO TOGETHER WITH all easements, quasi easements and other similar rights for the beneficial use and enjoyment of the said lands TOGETHER WITH all the legal incidents thereof AND TOGETHER WITH all rights title interest claim of the Vendor in the said land AND TOGETHER WITH all the muniments and title deeds exclusively relating thereto AND ALSO TOGETHER WITH all privileges and advantages thereunto belonging TO HAVE AND TO HOLD the same and every part thereof unto the said Purchasers (to the extent of an undivided 1/4<sup>th</sup> share in the said lands by each of the said Sugam Griha Nirmaan Pvt. Ltd., Erode Merchants Pvt. Ltd., Alexia Dealers Pvt. Ltd. and Arya Projects Ltd.) and fully described in the Schedule hereunder written and delineated in red borders on the plan thereof hereto annexed absolutely for ever as heritable and transferable estate free from all encumbrances, liens, charges, disputes, mortgages, lispendences, attachments, acquisitions and/or requisitions whatsoever and howsoever absolutely and for ever without any hindrance, interruption, obstruction whatsoever from the Vendor or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from uncer or in trust for the said Vendor or its predecessors-in-title BUT subject to payment of annual land revenue thereof to the Government of West Bengal from the date hereof.

2. The said Vendor doth hereby covenant with the said Purchasers as follows: -

- (i) That the right title and interest which the said Vendor doth hereby profess to transfer does subsist AND that the said Vendor has in itself good right full power and absolute authority to grant convey, transfer assign and assure the said lands unto the Purchasers in the manner aforesaid
- (ii) That the said lands hereby transferred are free from all encumbrances, liens, charges, disputes, mortgages, lispendences,

*Handwritten signature and initials*  
 5/5/2015  
 P. Lalwani

attachments, acquisitions and requisitions whatsoever or howsoever made or suffered by the said Vendor or its predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid.

- (iii) That the said land is free and freed from all encumbrances and liabilities and the Vendor doth hereby indemnify and agree to indemnify the Purchasers and the said lands from and against all right, title, interest, charges and encumbrances whatsoever made, done, executed, suffered and occasioned by the said Vendor or its predecessors-in-title
- (iv) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and hold and enjoy the said lands and every part thereof and receive the rents, issues and profits thereof without any interruption, hindrance, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for the Vendor.
- (v) The said Vendor and all other persons claiming any estate, right, title and interest whatsoever in the said land from the said Vendor or its predecessors-in-title shall and will at all times hereafter at the costs, expenses and requests of the Purchasers make do acknowledge and execute and cause to be made done, acknowledged and executed all such further acts, deeds and things as shall be required for more perfectly assuring and perfecting the rights of ownership and permanent occupation of the Purchasers as shall be reasonably required.
- (vi) All annual land rents and municipal rates and taxes and other outgoings of the said lands as upto the date hereof have been paid by the said Vendor and if any amount shall be found to be payable towards the said municipal rates and taxes, annual land revenue as upto the date hereof, the same shall be paid by the said Vendor without denial and objection.
- (vii) That the said Vendor at or before the execution hereof has put the Purchasers in khas and vacant possession of the said lands.

S. K. 40

Ab. P. Lalani

THE SCHEDULE ABOVE REFERRED TO:

*as*  
*with Cement floor*

ALL THAT piece or parcel of Sali land TOGETHER WITH a residential quarter of 100 sq.ft. on land admeasuring 8 decimals (4 cottah 13 chittacks 19.8 sq.ft.) more or less lying situate at L.R. Dag No. 1640, L.R. Khatian No. 1741 corresponding to R.S. Dag No. 1568, in Mouza & Village Kusumba, J.L. No. 50, Touzi No. 259, R.S. No.138, Pargana Medanmalla, P.S. Sonarpur, Sub-Registration Office Sonarpur in the District of 24 Parganas (South) under Ward No. 7 of the Rajpur-Sonarpur Municipality, P.O. Narendrapur *on 19 feet road* and a part of Municipal Holding No. 710, Kusumba, Kolkata - 700103 and is butted and bounded -

- ON THE NORTH BY : By R.S. Dag No. 1562;
- ON THE SOUTH BY : By R.S. Dag No. 1575;
- ON THE EAST BY : By R.S. Dag No. 1579;
- ON THE WEST BY : By R.S. Dag Nos. 1567 and 1569;

and is delineated within Red border line on the plan thereof hereto annexed.

IN WITNESS WHEREOF the parties hereto have signed and executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED by the VENDOR (through its said partners) at Kolkata in the presence of:

1. *Kosogama*  
*Sachin*

2. *V. K. Lalun*  
*25 1/2, S. N. Road, Kolkata - 38.*

SIGNED SEALED AND DELIVERED by the PURCHASERS at Kolkata in the presence of

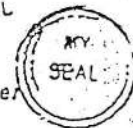
1. *Kosogama*  
*Sachin*

2. *Pranay Avga*  
*375 Block G,*  
*New Alipore*

For M/S. SHYAM DAS & CL

*Shyam Das*

Partner



For M/S. SHYAM DAS & CL

*P. Lalun*

Partner



For SUGAM GRIHA NIRMAAN PVT. LTD.

*Ashok Das*

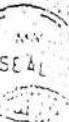
Director



ERODE MERCHANTS PVT. LTD.

*Ashok Das*

Director



ALEXIA DEALERS PVT. LTD.

*Ashok Das*

Director



THE AAVA PROJECT LIMITED

*[Signature]*



RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 7.84.080/- (Rupees Seven lacs eighty four thousand and eighty) only in full payment of the agreed consideration money as per memo below :

MEMO OF CONSIDERATION

Sl. No.	Drawer	Drawee	Banker's	Drawn on	Amount (RS.)	
			Cheque No.	(Bank)		
			Date	Branch		
1.	ERODE MERCHANTS PVT. LTD.	Shyamdas & Co.	906352	HDFC Bank. Royd Street Branch	21 09 10	1,96,020/-
2.	ALENIA DEALERS PVT. LTD.	Shyamdas & Co.	906364	HDFC Bank. Royd Street Branch	21 09 10	1,96,020/-
3.	SUGAM GRHA NIRMAAN PVT. LTD.	Shyamdas & Co.	906376	HDFC Bank. Royd Street Branch	21 09 10	1,96,020/-
4.	ARYA PROJECT LTD.	Shyamdas & Co.	330097	HDFC Bank BBD Bagh	21 09 10	1,96,020/-
Grand Total						7,84,080/-

FOR M/S. SHYAM DAS & CO

*Shyam Das*

Partner

Witness

1. *K. S. Agnew*  
*Kulkarni*

2. *Vish. K. G. G.*

FOR M/S. SHYAM DAS & CO

*P. Kulkarni*

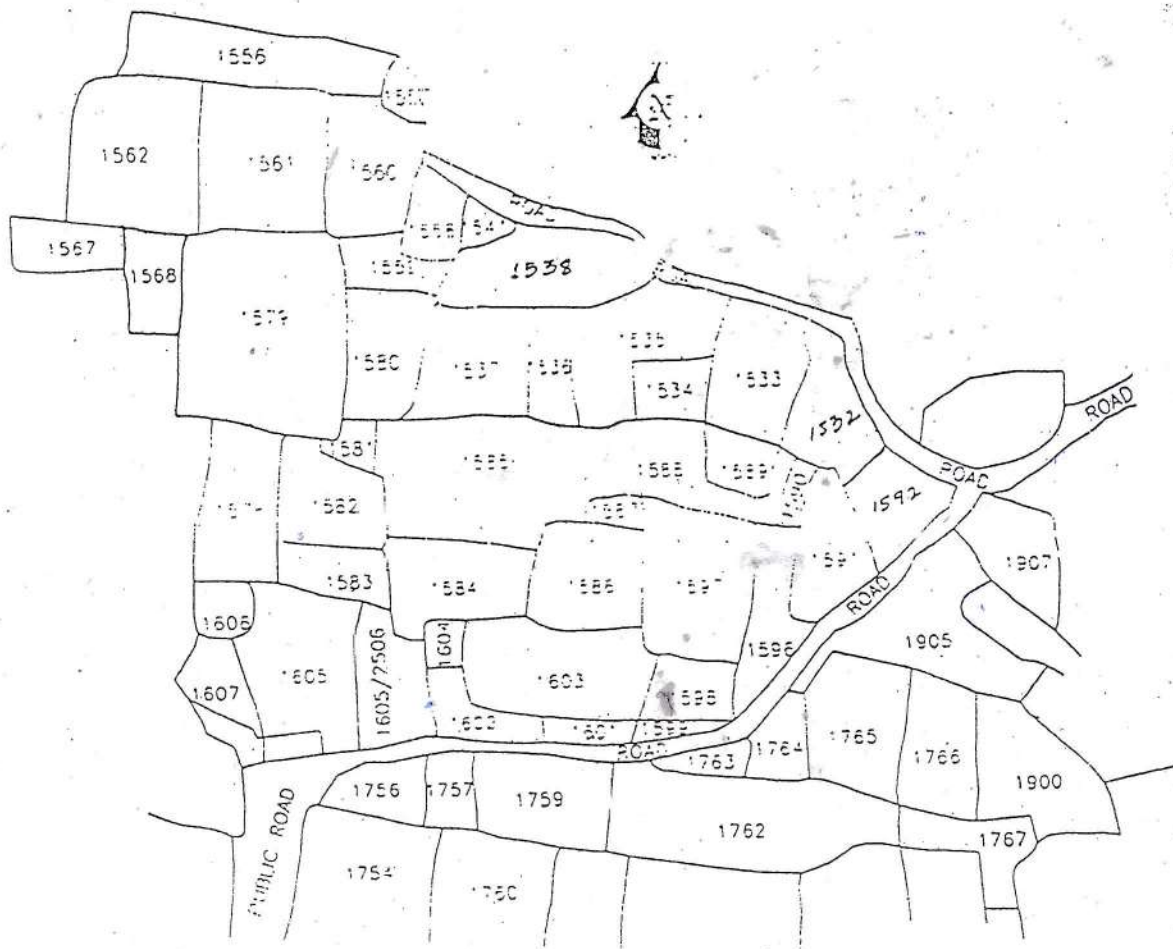
Partner

Drafted by me

*K. S. Agnew Advocate*  
(WB / 513 / 1969)  
67 D12 Post office street,  
Kulkarni



PLAN OF L.R. DAG NO. 1640, L.R. KHATIAN NO. 1741 AT MOUZA KUSUMBA,  
 NARENDRAPUR, J.L. NO. 50, R.S. NO. 138 IN THE DISTRICT 24 PARGANAS  
 (JTH) UNDER WARD NO. 7 OF THE RAJPUR SONARPUR MUNICIPALITY.  
 S. Dag No. 1568)  
 A OF LAND : 8 DECIMALS (EQUIVALENT TO 4 COTTAHS 13 CHITTACKS  
 SQ. FT.)



For SUGAM GRINA NIRMALAN PVT. LTD.

*Ashok Barua*  
 Director

EPW/11/1

*Ashok Barua*  
 Director

For M/S. SHYAM DAS & CO

*Shyam Das*  
 Partner

ALEXIA DEALERS PVT. LTD.

*Ashok Barua*  
 Director

*[Signature]*  
 Director

For M/S. SHYAM DAS & CO

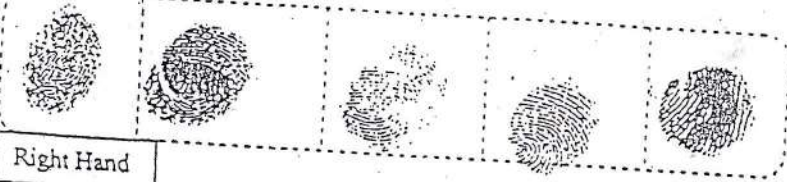
*P. Laloni*  
 Partner

FINGER PRINTS



*Ashok Kumar*

Left Hand



Right Hand



Left Hand



Right Hand

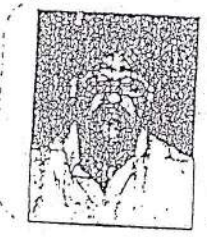
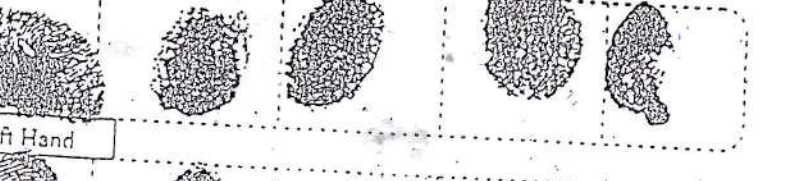


*Trigun Das*

Left Hand

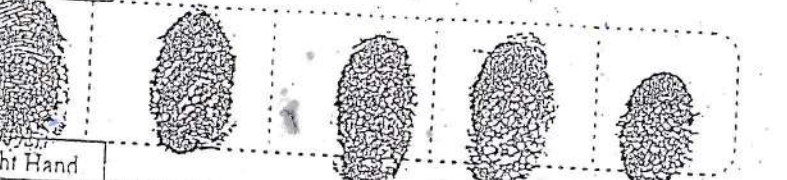


Right Hand

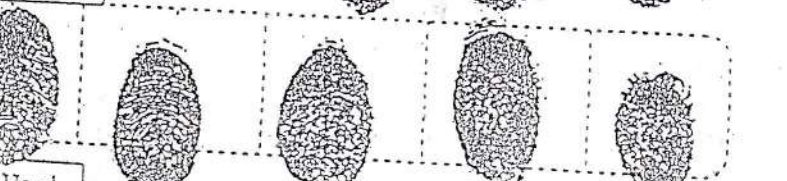


*Lalun*

Left Hand



Right Hand



Left Hand



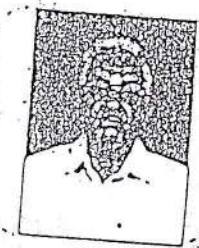
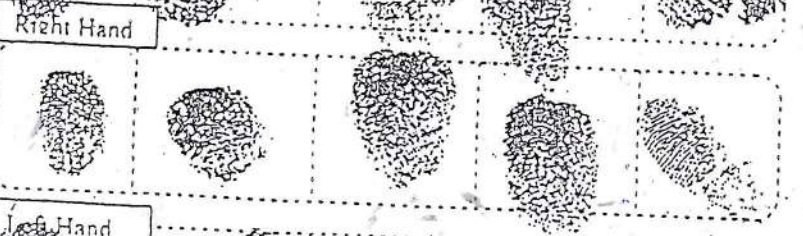
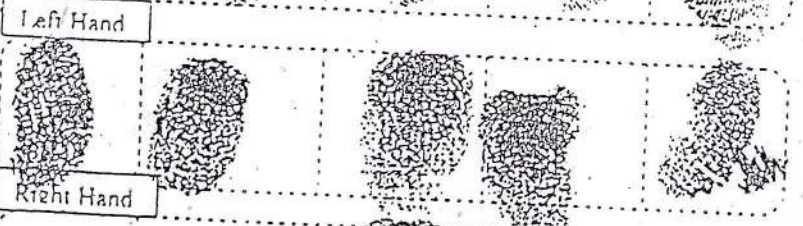
Right Hand



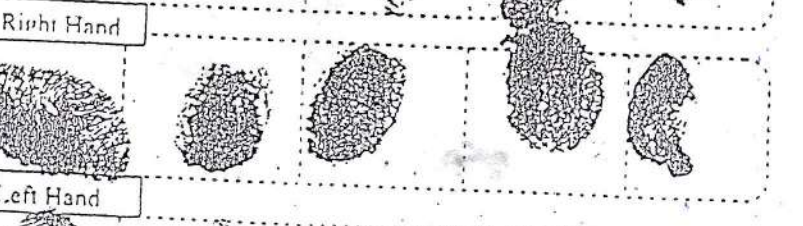
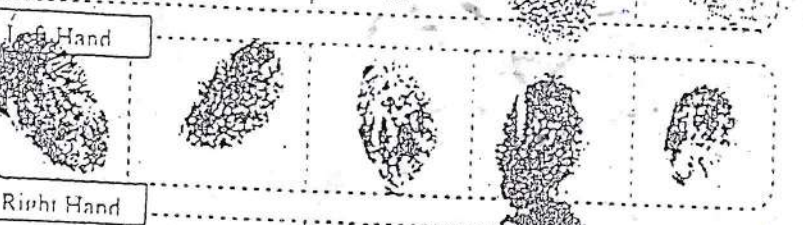
FINGER PRINTS



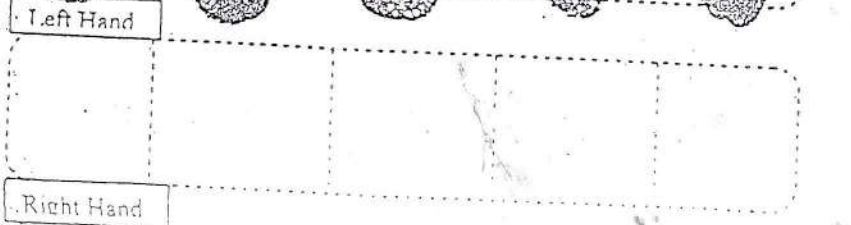
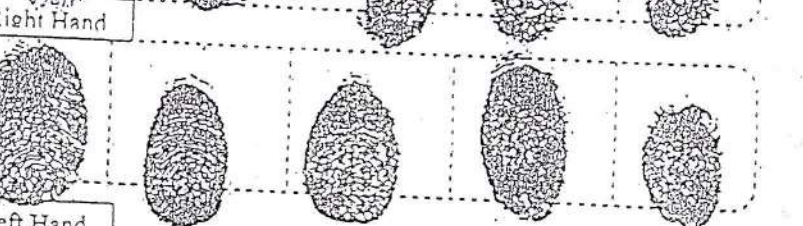
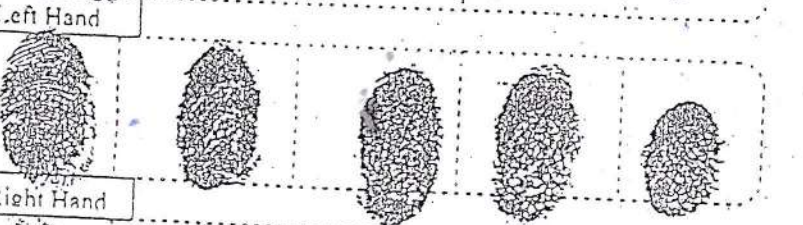
*Ashok Kumar*



*Yashwanth*



*Lalwani*





Government Of West Bengal  
Office Of the A.R.A.-I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 09195 of 2010  
(Serial No. 07364 of 2010)

On ~~22/09/2010~~

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:

Fee Paid in rupees under article : A(1) = 8954/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on  
22/09/2010

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.-814080/-

Certified that the required stamp duty of this document is Rs.- 48865 /- and the Stamp duty paid as:  
Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 48865/- is paid 43056120/09/2010 State Bank of India, SSI BRANCH,  
BHOWANIPORE, received on 22/09/2010

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

Presented for registration at 13.15 hrs on :22/09/2010, at the Office of the A.R.A.-I KOLKATA by  
Ashok Saraf, one of the Claimants.

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

Execution is admitted on 22/09/2010 by

1. Shyam Das (Lalwani)  
Partner, Shyamdas & Co., 32, Mahamayatala, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas,  
WEST BENGAL, India, P.O. :-Garia Pin :-700084 .  
, By Profession : Others
2. Prem Lalwani  
Partner, Shyamdas & Co., 32, Mahamayatala, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas,  
WEST BENGAL, India, P.O. :-Garia Pin :-700084 .  
, By Profession : Others



Registrar of Assurances  
22 SEP 2010  
(Anil Kumar Ghosal)

ADDL. REGISTRAR OF ASSURANCE-I

22/09/2010 17:00:00

Endorsement Page: 1 of 2



Government Of West Bengal  
Office Of the A.R.A.-I KOLKATA  
District:-Kolkata

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Certified that the required stamp duty of this document is Rs.- 48865 /- and the Stamp duty paid as:  
Impressive Rs.- 100/-

Deficit stamp duty

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Ashok Saraf, one of the Claimants.

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

Execution is admitted on 22/09/2010 by

1. Shyam-Das (Lalwani)  
Partner, Shyamdas & Co., 32, Mahamayatala, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas,  
WEST BENGAL, India, P.O. :-Garia Pin :-700084.  
, By Profession : Others
2. Prem Lalwani  
Partner, Shyamdas & Co., 32, Mahamayatala, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas,  
WEST BENGAL, India, P.O. :-Garia Pin :-700034.  
, By Profession : Others



Additional Registrar of  
Assurance

22 SEP 2010  
(Anil Kumar Ghoshal)

ADDL. REGISTRAR OF ASSURANCE-I

Endorsement Page: 1 of 2

22/09/2010 17:00:00

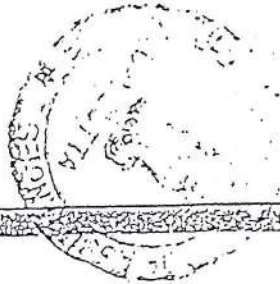


Government Of West Bengal  
Office Of the A.R.A.-I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 09195 of 2010  
(Serial No. 07364 of 2010)

3. Ashok Saraf  
Director, Sugam Griha Nirmaan Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 .  
Director, Erode Merchants Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 .  
Director, Alexia Dealers Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South  
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 .  
, By Profession : Business
4. Ramesh Kumar Arya  
Director, Arya Projects Ltd., Commerce House, 2nd Floor, 2, Ganesh Chandra Avenue, Kolkata,  
Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700013 .  
, By Profession : Business  
Identified By Sukhendu Samanta, son of Sahadeo Samanta, 2/5, Sarat Bose Road, Kolkata,  
Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 , By  
Caste: Hindu, By Profession: Service.

(Anil Kumar Ghoshal )  
ADDL. REGISTRAR OF ASSURANCE-I











ADDL. REGISTRAR OF ASSURANCE-I  
(Anil Kumar Ghoshal )

Government of West Bengal  
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
 Office of the A.R.A.-I KOLKATA, District- Kolkata  
 Signature / LTI Sheet of Serial No, 07364 / 2010

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ashok Saraf			<i>Ashok Saraf</i> 22/09/10

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

No. Admission of Execution By	Status	Photo	Finger Print	Signature
1. Shyam Das ( Lalwani ) Address -32, Mahamayatala, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Garia Pin :-700084	Self		 LTI	<i>Shyam Das</i>
		22/09/2010	22/09/2010	
2. Prem Lalwani Address -32, Mahamayatala, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Garia Pin :-700084	Self		 LTI	<i>Prem Lalwani</i>
		22/09/2010	22/09/2010	
Ashok Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020	Self		 LTI	<i>Ashok Saraf</i>
		22/09/2010	22/09/2010	
Ramesh Kumar Arya Address -Commerce House, 2nd Floor, 2, Ganesh Chandra Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700013	Self		 LTI	<i>Ramesh Kumar Arya</i>
		22/09/2010	22/09/2010	

Signature of Identifier of above Person(s)

Sugendu Samanta  
 Sarat Bose Road, Kolkata, Thana:-Bhawanipore,  
 District:-South 24-Parganas, WEST BENGAL, India,  
 Pin :-700020

Signature of Identifier with Date

*Sugendu Samanta*

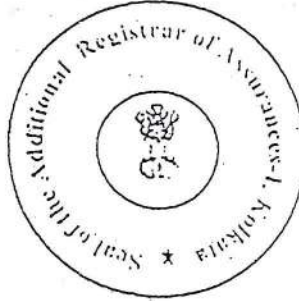


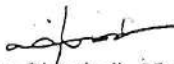
Registrar of Assurances  
 Kolkata  
 (Anil Kumar Sengupta)

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(Anil Kumar Ghoshal) 25-September-2010  
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