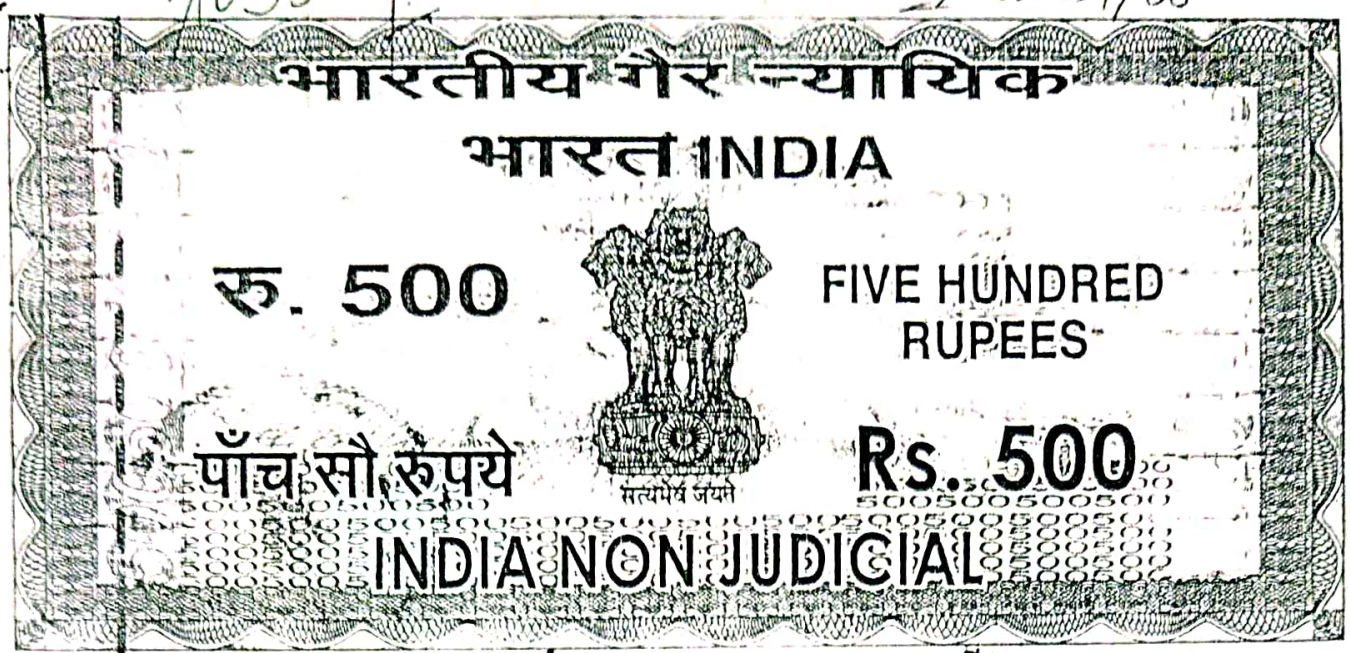
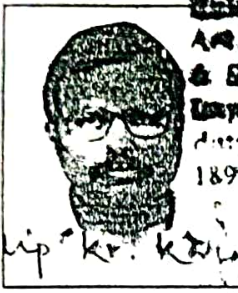


F/03301/08

D 02 697/08



B. d. d. 14/08/08  
 13/7/08  
 17/4/08  
 11/12/08  
 13/08/08  
 11/12/08  
 13/08/08



पश्चिम बंगाल WEST BENGAL  
 Act 1919 in the Indian Stamp Act & Section 82 (1) of the Karnataka Stamp Act, 1911 Scheme of duty and under the Indian Stamp Act of Amended in 1984 R



C 509243  
 11/08/08  
 21/12/08

*Shaxrabari*  
 District Sub-Registrar-1  
 Alipore, South 24 Parganas  
 03. 09. 08

Market value set forth Assessed at Rs. 10740/-  
 Deficit Stamp duty Rs. 500/- has been realized from S. Ray u/s 41 & 47A of I.S. Act, 1894 vide Bank Draft No. 33611 dt 13. 08. 08 (Bank: Gokhale Rd.) & Duty Stamped.

**DEED OF CONVEYANCE**

THIS INDENTURE OF SALE is made this the 14<sup>th</sup> day of August in the year Two Thousand and Eight BETWEEN 1] SRI DILIP KAYAL 2] SRI DIBAKAR KAYAL, both Sons of Late Basanta Kayal, by faith - Hindu, by Nationality - Indian, by occupation - Service, residing at

Pangrakhali, Police Station - Canning, District - South 24 Parganas,

Market value set forth Assessed at Rs. 10378/-  
 Deficit Stamp duty: 18133/- has been realized from S. Ray u/s 41 & 47A of I.S. Act, 1894 vide Bank Draft No. 336262 dt 29. 08. 08 (Bank: Gokhale Rd.) & Duty Stamped.

Contd...P/2

19 11/3/08  
 21 7-11  
 21 28-11  
 22/10-11

*Shaxrabari*  
 Collector u/s 41 & 47A (3)  
 South 24 Parganas, Alipore  
 03. 09. 08

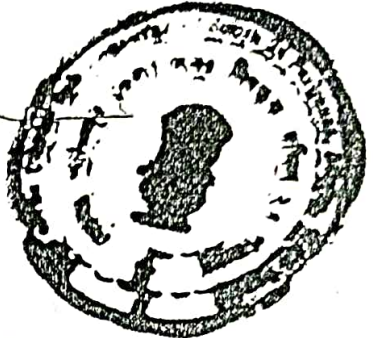
Form No. 1749 Date 03. 09. 08  
 vide Misc. Rs. 3332/02  
*Shaxrabari*  
 District Sub-Registrar-1  
 South 24 Parganas  
 03. 09. 08

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7 AUG 2008

Serial No. 11827 Date.....  
 Name .....  
 Address .....  
 Value Rs. 30/-  
 Alipore Judges' Court, 24 Pgs (5)  
 Licence Stamp

Vendor Signature



Proposed for Registration at  
 ... A.M./P.M. on the ...  
 day of ... 2008  
 at the office of the District  
 Sub-Registrar-I, Recommendation by  
 by ...  
 Client or attorney for

Request admitted

1) ...  
 2) ...  
 S/B. ...  
 Of ...

Filip Kr. Kayal

District Sub-Registrar-I  
 Alipore, South 24 Parganas



5662

14 AUG 2008

Dist. South 24 Parganas  
 by Caste Hindu/Muslim  
 by Profession.

Alip Kr. Kayal

3) ...  
 ...



5663

Identity of ...  
 S/o. ...  
 Of ...

Debasar Kayal



5664

Dist. South 24 Parganas  
 by Caste Hindu/Muslim  
 by Profession.

Sukumar Kayal

Sajal Kayal

S/O ...

...

14 AUG 2008



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3] SRI SUKUMAR KAYAL , Son of Late Kali Kumar Kayal, by faith - Hindu, by Nationality - Indian, by occupation - Retired service holder, residing at 21-A, Rupchand Mukherjee Lane, Police Station - Bhowanipur, Kolkata - 700025, hereinafter called and referred to as the "VENDORS" (Which terms or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include their legal heirs, executors, legal representatives, successor-in-interest, agents, nominee and assigns) of the ONE PART :-

= A N D =

*Absent*  
SHREEPATI APARTMENTS PVT LIMITED , represented by its Director SRI SADHAN ROY , Son of Late Subodh Roy, by faith - Hindu, by Nationality Indian, by occupation - Business, having its office at 62-B/1-B, Dimond Harbour Road, Police Station - Ekbalpur, Kolkata - 700023, hereinafter called and referred to as the "PURCHASER" ( which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its executors , administrators , legal representatives and assigns) of the OTHER PART:-

WHEREAS one Parasuram Kayal son of Late Lalchand Kayal was the sole and absolute owner of a piece and parcel of Bastu land measuring about 5 [ Five] Katha with Two storied building at Mouza - Kalighat , Pargana - Khaspur , A.D.S.R Office - Alipore, Police Station - Previously Bhawanipore, but at present Kalighat , within the local limits of the Kolkata Municipal Corporation , Ward No - 83, Dihi Panchannagram, Sub- Division 'E' , Division - 95, previous holding No - 76 and thereafter 8/1/4, Mahim Halder St. then after 8/1, Mahim Halder St. at present premises No - 18 , Jadunath Bhattacharjee Lane, Kolkata - 700026 , by a Sale Deed, which was duly registered in the office of District Registrar Alipore in Book No - 1 , Volume No - 94, Pages from 30 to 36 , being No - 2964 for the year 1921

from it's the then owner Lalit Mohan Sen and possessed the same without any disturbance from any quarters.

AND WHEREAS said Parasuram Kayal , being the sole and absolute owner of the above mentioned premises died intestate leaving behind him, his three sons namely khetromohan Kayal, Kali Kumar Kayal and Upendra Kayal according to the then Hindu Code bill Act and they being the sons of the said Parasuram Kayal had become the joint owners of the estate left by said Parasuram Kayal being 1/3<sup>rd</sup> co-sharers of the said property each.

AND WHEREAS said Khetro Mohan Kayal died intestate leaving behind him, his legal heirs and heiresses namely three sons (1) Sushil Kayal , (2) Satish Kayal and (3) Atal Kayal, and his wife was pre-deceased , so according to Hindu Succession Act, said Sushil Kayal had become the 1/9<sup>th</sup> share of said joint property and said Satish Kayal had become the 1/9<sup>th</sup> share of said joint property and said Atal Kayal had become the 1/9<sup>th</sup> share of the said joint property and thereafter said Atal Kayal sold and transferred his undivided said 1/9<sup>th</sup> share of the said property to his cousin brother Jagadish Ch. Kayal son of said Upendra kayal by a registered sale Deed which was duly registered in the office of Sub-Registered, Alipore in Book No - 1, Volume No - 92, Pages from 9 to 11 , Being No - 4453 for the year 1966 and thereafter said Jdgadish Ch. Kayal also sold and transferred said purchased 1/9<sup>th</sup> share of said joint property to one of the son of said Atal Kayal namely Sri Sajal Kayal by a Deed of Sale which was duly registered in the office of A.D.S.R-Alipore in Book No - 1, Being Deed No - 2627 for the year 1993 and handed over the possession of the same in favour of said Sajal Kayal , the Vendor hereinabove. That thereafter said Satish Kayal transferred his 1/9<sup>th</sup> share of said joint property to his elder brother's sons Chandidas Kayal and Durga Das Kayal both sons of Sushil Kayal.

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- 4 -

AND WHEREAS said Sushil Kayal died intestate on or about 7/5/1976 leaving behind him, his two sons and one daughter namely (1) Chandidas Kayal, (2) Durgadas Kayal, and (3) Smt. Arati Prava Naskar as his legal heirs and heiress and said Chandidas Kayal had become the 5/54<sup>th</sup> share and Durgadas Kayal had become the 5/54<sup>th</sup> share and said Arati Prava Naskar has become the 1/27<sup>th</sup> share of said joint property.

AND WHEREAS said Chandidas Kayal died intestate on or about 4/2/1996 leaving behind him his wife (1) Smt. Gayetri Kayal, two sons (2) Sri Chandan Kayal, (3) Sri Malay Kayal and two daughters (4) Kumari Pritilata Kayal and (V) Srimati Maitriyee Mondal as his legal heirs and heiresses and each of them now has become the owner of 1/54<sup>th</sup> share of said joint property.

AND WHEREAS said Durga Das Kayal also died intestate on or about 9/12/2000 leaving behind him, his wife (1) Smt. Devirani Kayal, two sons (2) Sri Debasish Kayal, (3) Sri Snehasish Kayal and one daughter (iv) Smt. Kalyani Mondal as his legal heirs and heiresses and each of them has become the owner of 5/216<sup>th</sup> share of the said joint property.

AND WHEREAS said Kali Kumar Kayal died intestate on or about 23/02/1979 leaving behind him, his legal heirs and heiresses namely [a] Smt. Anupama Kayal, wife, Six sons namely [b] Sukumar Kayal, [c] Sri Sanat Kayal, [d] Sri Ashim Kayal, [e] Kishori Mohan Kayal, [f] Sudhangshu Kayal, [g] Mrityunjoy Kayal and two daughters namely [h] Kumari Madhbilata Kayal and [i] Smt. Swapna Mondal and thereafter said Kishori Mohan Kayal died intestate on or about 09/09/1998 leaving behind him, his wife Smt. Angurbala Kayal and one son Sri Prabir Kayal and one daughter Chandana Kayal and all of the legal heirs and heiresses of said

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Kali Kumar Kayal had / have become the joint owners of 1/3<sup>rd</sup> share of the said joint property and each of the legal heirs of said Kali Kumar Kayal has become the 1/27<sup>th</sup> share of the said joint property.

AND WHEREAS said Upendra Kayal died intestate on or about 23/01/1983 leaving behind him, his three sons and two daughters namely [a] Panchu Gopal Kayal, [b] Basanta Kayal, [c] Jagadish Ch. Kayal [d] Smt. Khama Naskar and [e] Smt. Rama Roy and according to the Hindu Succession Act, each of them has become the 1/15<sup>th</sup> share of the said joint property.

AND WHEREAS said Panchu Gopal Kayal died intestate leaving behind him, his wife Smt. Parul Bala Kayal, three sons namely Ram Prosad Kayal, Shyama Prosad Kayal, and Subrata Kayal and three daughters namely Kalpana Kayal, Sipra Kayal and Smt. Krishna Roy and they have become the joint owners of the share of the said Panchu Gopal Kayal as 1/15<sup>th</sup> share of the said joint property and they have already sold and transferred their undivided share in favour of the purchaser herein.

AND WHEREAS said Basanta Kayal also died intestate leaving behind him, his five sons namely Dibakar Kayal, Dilip<sup>W</sup> Kayal, Dibyenbu Kayal, Gopal Kayal and Samir Kayal and three daughters namely Smt. Gita Halder, Smt. Mamata Mondal, and Smt. Maya Adhikary and they have become the joint owners of 1/15<sup>th</sup> share of the said joint property and each of them has become the 1/120<sup>th</sup> share of the said joint property also and thereafter said Samir Kayal died intestate leaving behind him, his wife Smt. Sagarika Kayal and one son Sri Sudip Kayal.

AND WHEREAS said Jagadish Kayal died intestate leaving behind him, his wife Smt. Pushparani Kayal, two sons Sri Bikash Kayal and

Sri Prakash Kayal and four daughters namely Kumari Chaya Kayal , Smt. Karuna Mondal, Smt. Aruna Naskar and Smt. Alpana Naskar and each of them has become the 1/105<sup>th</sup> share of the said joint property also.

AND WHEREAS according to the aforesaid statements, the Vendor Nos - 1 and 2 are joint owners of 1/60<sup>th</sup> share and Vendor No - 3 is the owner of 1/27<sup>th</sup> share and all the vendors herein are joint owners of 29/540<sup>th</sup> share of said joint property i.e 4 Chattaks 13 sq.ft. out of said 5 Katha of total joint property also.

AND WHEREAS the Vendors hereinabove jointly and severally for their urgent need of money they have decided to sell and transfer their joint 29/540<sup>th</sup> share of the property measuring about 04 [ Four ] Chattaks 13 [ Thirteen ] sq.ft out of 5 katha with proportionate share of existing old dilapidate tenanted two storied old building be the same or a little more or less in Premises No - 18, Jadunath Bhattacharjee Lane, Kolkata - 700026 , which is more fully and particularly described in the schedule hereunder written and being heard the same the Purchaser herein has agreed to purchase the same at consideration of Rs. 4,00,000/- ( Rupees Four Lakhs) per Katha , i.e, total price of Rs .1,07,407/- ( Rupees One lakh Seven Thousand Four Hundred Seven ) only and the Vendors herein have accepted the said price of the Purchaser being the fair and adequate and have agreed to sell the same to the Purchaser herein for ever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and on consideration of the said price of Rs .1,07,407/- ( Rupees One Lakh Seven Thousand Four Hundred Seven ) only of lawful money of the union of India well and truly paid in hand to the Vendors by the Purchaser on or before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written

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admit and acknowledge) the Vendors do hereby grand , convey, transfer, assign and assure unto and to the use of the said land fully and perfectly mentioned in the schedule hereunder written free from all encumbrances TOGETHER WITH ALL right , liberties, privileges, easements and advantages whatsoever thereunto belonging to or otherwise appertaining to or with the same or any of them or any part thereof or now are or at any time heretoforth were or was held used, occupied engaged or reputed or to be appurtenant thereto and the reversion, or reversions, remainder or reminders or all the rents issues and profits thereof and all the estate right, title or interest use, claim and demand whatsoever doth in law and in equity of the Vendors unto and upon the said measuages land hereditament and premises or any of them or any part thereof to save and to hold the said land hereditaments and premises hereby granted, transferred and conveyed, assured assigned or expressed or intended so to be TOGETHER WITH A rights and appurtenances thereof UNTO AND TO THE USE of the purchaser that notwithstanding any act, deed matter or things whatsoever by the Vendors done or execute or knowing suffers to the contrary the vendor is now lawfully and rightfully seized and possessed or otherwise well and sufficiently entitled to the said measuage tenaments lands hereditaments and premises hereby granted or expressed so to be and every part thereof or a perfect and indefeasible estate or inheritance without any manner of encumbrances , charges, conditions , use trust or any other things whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or things whatsoever as aforesaid the vendors have now in them self good rightful power and absolute authority to grant , transfer and convey the said measuage tenement land hereditaments and premises hereby granted transferred and conveyed or intended or expressed so to be more particularly mentioned and described in the schedule hereunder written UNTO AND TO THE USE of



the Purchaser in the manner aforesaid and according to the true intent and meaning of this presents and that the purchaser shall and may at all times thereafter peaceably and quietly possess and enjoy the said measuage tenaments lands hereditaments and premises and receive the rents from the existing tenants, issues and profits thereof without any hindrance lawful eviction interruption , claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for him AND THAT free and claim freely and clearly and absolutely acquitted , exonerated released and discharge or otherwise at the cost and expenses of the vendor well and sufficiently saved charges, liens, mortgages, encumbrances, attachments, lispendencies, created or suffered by the vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming an estate or interest whatsoever in the measuage tenaments and premises or any of them or any part thereof from under or in trust for 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 or executed all such acts things whatsoever for further more perfectly assuring the said measuage tenaments lands hereditaments and premises and every part thereof unto the purchaser or his heirs, executors , administrators representatives in manner above said as well as shall or may be reasonably required AND THAT the vendor do hereby further covenants with the Purchaser that if it is found that there is any defect in vendor's title in the said property or that the said property is under any charge mortgages , decree of any court of law , encumbrances or attachments then and in that event the vendors shall be liable to indemnify the purchaser and shall bear and pay all consequential damages and compensation whatsoever to make good of the title of the vendors in the property AND THAT the vendor further covenant with the purchaser that the

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said meassage tenament and hereditaments and premises more particularly mentioned and described in the schedule hereunder written is not under any order of requisition or acquisition by the Government or any public or statutory body and no such notice of acquisition or requisition of the said property or part thereof has been served upon the vendors and the said property or any part thereof is not under any aliegnment or scheme of the State Government , Central Government or the Improvement Trust or Land Acquisition Collector, or any other statutory body or bodies of the Central or State Government and FURTHER MORE THAT the vendors and all their heirs and executors administrators shall at all times hereafter indemnify and keep indemnified the purchaser or its representatives, executors, administrators and assigns against loss damages, costs charges and expenses or any suffered by reason of any defect in the title of the

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land is more specifically and particularly shown and delineated in the annexed plan marked with RED border, which is butted and bounded as follows :-

ON THE NORTH :- By Jadunath Bhattacharjee Lane

ON THE SOUTH :- By Land and House of Priyanath Bhattacharjee.

ON THE EAST :- By Small lane thereafter Land and house of Radha Krishnan and ors.

ON THE WEST :- By Land and house of Jogomaya Deb.

IN WITNESSES WHEREOF the Parties hereunto set and subscribed their hand and signature and seal, the day month and year first above written.

SIGND. SEALED AND DELIVERED

IN THE PRESENCE OF :-

1.

Sakti Mondal

VIII. P.C. Dharam

P.S. Magdharhat

24 Pragens (S)

1. Dilip K. Ray

2. Debaraj Ray

3. Sankar Ray

Signature of the Vendors

21. Sajal Ray

Tamrahati

P.S. Pachchim

SHREEPATI APARTMENTS PVT. LTD.

Sankar Ray

Director

Signature of the Purchaser

Drafted by me &  
Prepared in my office

Dulal Ch. Charan  
Adv.

Dulal Chand Charan  
Advocate  
Alipore, Judges' Court  
Kolkata - 27

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MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the sum of Rs .1,07,407/- ( Rupees One Lakh Seven Thousand Four Hundred Seven) only being the full amount of the consideration money payable by these present in the manner as follows :-

MODE OF PAYMENT

By Cash

Rs - 1,07,407/-

WITNESSES

Sakto Mondal  
vill. P.O. Dhamug  
P.S. Magrahat  
24 Parganas (S)

- 1, Dilip kr. Koyal
- 2, Debajit Koyal
- 3, Sukumar Koyal

SIGNATURE OF THE VENDORS

7. Sejal Koyal  
P.O. Dhamug  
P.S. Magrahat  
24 Parganas (S)