

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
Two Thousand Twenty Three (2023)

-BETWEEN-

ULLAHAS NANDINI UDYOG PRIVATE LIMITED formerly ULLAHAS HOTEL NANDINI PRIVATE LIMITED,(having **PAN-AABCU0748D**), a Company duly incorporated under the Companies Act, 1956, having its registered office at Madhabi Mansion, 3/1/2, Haradeb Bhattacharya Lane, Shibpur, Howrah – 711102, and address for correspondence at Ulhas Commercial Centre, Room No.30, Ulhas Mini township, P.S. Burdwan, Dist. – Purba Bardhaman – 713104, represented by its Director and Authorized Signatory vide resolution dated 18th December, 2019, of the Board of Directors of the said company **DEBJIT PANJA** (having **PAN-DGTPP5685J**, son of Late Chittaranjan Panja, by faith Hindu, by nationality Indian, having address at Ullhas Township, 1st Avenue, 5th Street, Alisha, P.O. Joteram, P.S. Burdwan, District: Purba Bardhaman–713103, hereinafter referred to as the **OWNER**(which expression shall unless excluded by or repugnant to the subject or context shall be deemed to include its successors, executors, administrators, representatives and assigns) of the **FIRST PART** ;

AND

SOUTHWINDS DEVELOPERS LLP, (having **PAN: AENFS5295N**), a Limited Liability Partnership Firm within the meaning of Limited Liability Partnership Act, 2008, having its registered office at 60B, Chowringhee, 5th Floor, P.S Bhawanipore, District-Kolkata- 700020, and having been represented and duly authorized by the firm vide

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resolution dated 12th March, 2022, its designated partners **(1) VINAY BAJORIA** (having **PAN: ADMPB1147J**) son of Bishnu Prasad Bajoria by faith- Hindu, by Nationality Indian, of Veer Savarkar Sarani, P.O. & P.S & District: Bankura- 722101 and **(2) ANIL SINGH** (having **PAN: AQIPS4549L**) son of Late Amirlal Singh, by faith- Hindu, by Nationality- Indian, of 18, Subhaspally, Bidhannagar, Durgapur, District: Paschim Bardhaman-713212, hereinafter referred to as the **“DEVELOPER(S)”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors, legal representatives, transferees and/or assigns) of the **SECOND PART**

-AND-

Mr./Mrs./Ms..... son/daughter/wife of, Mr.....aged about Years, by faith- Hindu, by nationality- Indian, residing at, (having **mobile no.....** and having **Aadhaar Card No.....** and having **PAN:.....**), hereinafter called the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees) of the **THIRD PART ;**

[If the Allottee is a company]

_____,(CIN no._____)a company in corporate under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at-----, (having **PAN:-----**), represented by
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its authorized signatory,-----, (Aadhaar no.....) duly authorized vide board resolution dated-----,hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

-----, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at-----, (having **PAN:-----**),represented by its authorized partner -----,(Aadhaar no.-----) authorized vide----- hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms.-----Aadhaarno.-----
-son/daughterof ----- aged about-----
-----years residing at------(having **PAN:-----**), hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

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[If the Allottee is a HUF]

Mr.-----Aadhaar no.-----)
 son of ----- aged about-----
 -years for self and as the Karta of the Hindu Joint Mitakshara
 Family known as-----HUF, having its place of
 business/ residence at-----, (having**PAN**:-----),
 hereinafter referred to as the "**ALLOTTEE**" (which expression shall
 unless repugnant to the context or meaning there of be deemed to
 include his heirs, representatives, executors, administrators,
 successors-in-interest and permitted assigns as well as the members
 of the said HUF, their heirs, executors, administrators, successors-
 in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The **OWNER, DEVELOPER** and "**ALLOTTEE/PURCHASER**" shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute Owner of **ALL THAT** piece and parcel of land measuring about **90605 sq.ft.** be the same a little more or less, comprised and contained in J.L. No. 76, Mouza- Kanainatshal, LR. Plot Nos. 376, 372, 381/596 and 380 under L.R. Khatian No. 3067, P.S. Burdwan Sadar, Dist. Purba Bardhaman – 713103; as morefully and particularly described

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in the **Part-I** of the **SCHEDULE-A** hereunder written and hereinafter referred to as “the said property”, absolutely and forever, free from all encumbrances and liabilities whatsoever.

- B. The Ownership of the Owner in respect of the Said Property is mentioned in the “Devolution of Title”, morefully described in the **Part-II** of the **SCHEDULE-A** hereunder written. The name of the Owner has already been mutated in the Records of Rights.
- C. The Said Property is earmarked for the purpose of development of the same by constructing multistoried buildings thereon containing self contained residential flat/apartments.
- D. By an **Agreement for Development** dated 30.06.2022 registered at the office of the A.D.S.R., Bardhaman and recorded in Book No.I, Volume No.0203-2022 pages: 170523 to 170580 being No. 020306798 for the year 2022 made between the owner and the Developer, the owner has entrusted upon the Developer the right of Development of the said property, and the project shall be known as “Southwind Exotica”(“Project”); hereinafter referred to as the said **Development Agreement**.
- E. The developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the developer regarding the said property on which Project is to be constructed have been completed;

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- F. The **Burdwan Development Authority, Purba Bardhaman** has granted the commencement certificate to develop the Project vide approval dated **01.09.2022** bearing **Memo no.4428/BDA**.
- G. The developer has obtained the final layout plan approvals for the Project from **The Burdwan Development Authority, Purba Bardhaman and The Purba Bardhaman Zilla Parishad**. The developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate(Regulation and Development) Act, 2016 (hereinafter referred to as the Act) and other laws as applicable;
- H. The developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority having Registration no. ;
- I. The Allottee has applied for an apartment in the Project vide application no.-----dated ----- And has been allotted apartment no. -----having carpet area of Square feet, Super built up area of sq. ft., built up area sq. ft. type..... ,on ----- floor in [tower/ block/ building] no. ("Building") along with-----garage/ closed parking no..... admeasuring.....square feet in the -----[**Please insert the location of the garage/ closed parking**], as permissible under the applicable law and of Pro-rata share in

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the common area as ("Common Areas") as defined under clause(n) of Section 2 of the Act **alongwith other amenities and facilities**, hereinafter referred to as the **FLAT/UNIT** as morefully and particularly described in the **Part-I** of the **Schedule-B** and the **Floor Plan** of the apartment is annexed hereto and marked as **Schedule-C**);

- J. The Allottee/Purchaser(S) has/have fully satisfied as to the Title in respect of the said property.
- K. The Allottee/Purchaser(S) has/have inspected the aforesaid Plan and have been fully satisfied therewith.
- L. The VENDOR/DEVELOPER is desirous of selling of **ALL THAT** the residential **FLAT/UNIT No.-----** on the -----FLOOR of the Building "**Southwind Exotica**", measuring about carpet area -----**sq.ft.**, balcony area -----**sq.ft.**, built up area ----- **sq.ft.** more or less and salable/chargeable (super built up) area -----**sq.ft.** more or less, (floor type-----) **togetherwith** one (open/covered) **parking space** being **No.....** measuring about**sq.ft.** more or less on the -----**FLOOR** (floor type-----) and **TOGETHERWITH** the proportionate share in the land attributable thereto, as morefully and particularly described in the **Part-I** of the **Schedule-B** hereunder written and hereinafter referred to as the said **FLAT/UNIT** at or for a consideration of Rs.-----/- (Rupees -----) only free from all encumbrances, charges, liens, lispendencies,

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attachments, claims and demands whatsoever on the terms and conditions mentioned hereunder;

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said Agreement and in consideration of **Rs.-----**
-----/- (Rupees -----) only paid by the Allottee/Purchaser(s) to the Vendor/Developer with the consent and concurrence of the Vendor/Developer before the execution of these presents (the receipt whereof the Vendor/Developer doth hereby as also by the receipt hereunder written admit and acknowledge and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Allottee/Purchaser(s) as also the **FLAT/UNIT** and every part thereof) the Vendor/Developer doth hereby sell, grant, transfer, convey, assign and assure of **ALL THAT** the residential **FLAT/UNIT No.-----** on the -----FLOOR of the Building "**Southwind Exotica**", measuring about carpet area -----
----sq.ft., balcony area -----**sq.ft.**, built up area ----- **sq.ft.** more or less and salable/chargeable (super built up) area -----
-sq.ft. more or less, (floor type-----) **togetherwith** one (open/covered) **parking space** being **No.....** measuring about
.....sq.ft. more or less on the -----**FLOOR** (floor type-----) and TOGETHERWITH the undivided proportionate share in the land attributable thereto, as described in the **Part-I** of the **SCHEDULE-A** hereunder written, appertaining or attributable thereto, hereinafter referred to as the said **FLAT/UNIT** as morefully and particularly described in the **Part-I** of the **Schedule-B** stated hereunder togetherwith the right in common with the owner and occupiers of the other flats in the said building and all others having the like right to use for the purposes of access to and egress from the **said**

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FLAT/UNIT, stair cases, landings in the said building and such of the passages therein subject to the right of support (laterally or vertically) in the said building together with all privileges, easements, profits, advantages, benefits, appendages, right, title, claims and demands whatsoever and all the appurtenances belonging to or in any wise appertaining to or with the same or any part thereof usually held used occupied enjoyed or known as part of or appertaining to the **said FLAT/UNIT**, hereby granted as aforesaid **AND ALL** estate, right, title, interest, use, possession, benefit, claim and demand whatsoever of the Vendor/Developer into upon or in respect of the **said FLAT/UNIT** and every part thereof hereby sold, transferred, granted unto and to the use of the Allottee/Purchaser(s) **AND ALL** deeds, pattahs, writings, muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendor/Developer or any person or persons from whom they may procure the same without any action either at law or in equity **TO HAVE AND TO HOLD** the **said FLAT/UNIT** absolutely and forever free from all encumbrances charges, liens, lispendences, attachments, claims and demands whatsoever, subject to the obligation of contributing and paying proportionate expenses of maintenance and rates and taxes and subject to the covenants, terms, conditions, stipulations and restrictions set forth hereto, hereby conveyed and all future owners thereof **TOGETHER WITH** the easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit, **AND ALSO TOGETHER WITH** right to enjoy in the common areas, portions, installations and facilities in common with the other owners and occupiers of the flats of the said building as described in the **Part-II** of the **Schedule-B**

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hereunder written the Extras and Deposits of the **said FLAT/UNIT** as stated in the **SCHEDULE-D** hereunder written **AND SUBJECT ALSO** to the payment of the proportionate or apportioned share of the common expenses for maintenance, repairs, renewals, replacements of the common areas and liabilities as stated in the **SCHEDULE-E** hereunder written **AND ALSO** House Rules and liabilities as stated in the **Schedule-F** hereunder written **AND NOTWITHSTANDING** anything to the contrary contained elsewhere in this Deed it is expressly made clear that the sale and this Deed are subject to the terms, conditions, stipulations restrictions, covenants, obligations and liabilities contained which shall be binding on and be complied with by ALLOTTEE/ PURCHASER(S) herein in the place and stead of the Vendor/Developer.

THE VENDOR/DEVELOPER DOETH HEREBY COVENANT WITH THE ALLOTTEE/BUYER(S) as follows:-

- a) That the Vendor/Developer herein is the absolute owner of **ALL THAT** the residential **FLAT/UNIT No.-----** on the -----
--FLOOR of the Building "**Southwind Exotica**", measuring about carpet area -----**sq.ft.**, balcony area -----**sq.ft.**, built up area ----- **sq.ft.** more or less and salable/chargeable (super built up) area -----**sq.ft.** more or less, (floor type-----) **togetherwith** one (open/covered) **parking space** being **No.....** measuring about**sq.ft.** more or less on the -----**FLOOR** (floor type-----) and lying and situate on the said land, attributable thereto as described in the **Part-I** of the **Schedule-A** hereunder written, appertaining or attributable thereto, hereinafter referred to as the **said FLAT/UNIT** as more fully

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and particularly described in the **Part-I** of the **Schedule-B** stated hereunder.

- b) That notwithstanding any act, deed or thing by the **VENDOR/DEVELOPER** done, executed or knowingly suffered to the contrary the **VENDOR/DEVELOPER** is lawfully entitled to and/or absolutely seized and possessed of the **said FLAT/UNIT** and have good right, full power and absolute authority to transfer by way of sale the **said FLAT/UNIT** togetherwith undivided proportionate impartible share or interest in the land comprised the said premises appurtenant or attributable to the **said FLAT/UNIT** unto and to the use of the **ALLOTTEE/PURCHASER(S)** in the manner aforesaid.
- c) That the ALLOTTEE/PURCHASER(S) shall and may at all material times hereafter peaceably and quietly possess and enjoy the **said FLAT/UNIT** and receive the rents, issues and profits thereof and will be free to sell, mortgage or transfer the same without any lawful eviction, interruption, claims or demands whatsoever, from or by the **VENDOR/DEVELOPER** or any person or persons lawfully claiming from, under or in trust from them.
- d) The **said FLAT/UNIT** is free and clear and freely, clearly, absolutely and forever released and discharged or otherwise by the **VENDOR/DEVELOPER** and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, title, charge and encumbrances whatsoever, made, executed, occasioned or suffered by the

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VENDOR/DEVELOPER or any other person from under or in trust from them.

- e) The **VENDOR/DEVELOPER** shall from time to time and at all times hereafter at the request and costs of the ALLOTTEE/PURCHASER(S) doth and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances for more perfectly and absolutely granting the **said FLAT/UNIT**, hereby granted and sold unto and to the use of the Allottee/Purchaser(s) in the manner aforesaid as the Allottee/Purchaser(s) or counsel in law shall reasonably require.

THE ALLOTTEE/PURCHASER(S) DOTH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows:-

- a) To pay municipal rates and taxes assessments outgoings or any other rates/taxes/levies assessments, outgoings that may be levied in future on the **said FLAT/UNIT**.
- b) To pay the proportionate share for maintenance charges towards common services provided in the said building for the use/benefit of the ALLOTTEE/PURCHASER(S) and/or Co-Allottee/Purchaser(s) of the other flats whether any/some facilities he/she avails or not and shall abide by the rules & regulations framed by the Developers or Association.
- c) Not to do anything in connection with the use and enjoyment of the **said FLAT/UNIT** whereby the occupiers of other areas in the said building are prejudicially affected.

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- d) Not to throw or deposit any rubbish garbage or refuse otherwise than in the containers provided there for or dismantled building materials in any common parts save and except an area specified.
- e) Not to put anything in the sinks or lavatories which can lead to stoppage in the pipes or drains serving the said building.
- f) The ALLOTTEE/PURCHASER(S) shall not keep or store in the **said FLAT/UNIT** any inflammable or combustible articles or any other similar articles giving an offensive smell.
- g) Not to do anything which will cause any nuisance or annoyance to the Co-ALLOTTEE/Purchaser(s) and/or occupants of other portions of the building and/or the flat.
- h) Not to use or allow use of the **said FLAT/UNIT** for any immoral activities nor for any hotel, nursing home, manufacturing or processing work or use the same as a godown for storage purposes.
- i) Not to decorate or paint or otherwise alter the exterior of the **said FLAT/UNIT** or common parts of the building in any manner save in accordance with the general scheme thereof as may be specified.
- j) Not to do anything whereby the other Co-ALLOTTEE/ Purchaser(s) is obstructed in or prevented from quiet

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enjoyment of their respective flats and jointly of the common parts.

- k) Not to claim any partition or sub-division of the land and/or common parts.
- l) Not to claim any additional right other than undivided proportionate variable impartible share in the land mentioned in the FIRST SCHEDULE stated hereunder.
- m) That the House Rules and liability of the Allottee/Purchaser(s) in respect of the **said FLAT/UNIT** are mentioned in the **SCHEDULE-F** hereunder written.

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- n) Not to obstruct or raise any objection in any manner whatsoever in case undivided proportionate share in the land is reduced by reason of constructing an area in excess of an area now constructed on the said premises.
- o) Not to keep any goods in the common corridor or common area which shall always be kept free and no agent or employees of the Allottee/Purchaser(s) shall be entitled to stay and/or sleep in the common area.
- p) To keep the **said FLAT/UNIT** in a good state of repairs and conditions.

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- q) The Allottee/Purchaser(s) shall observe and comply with all the rules and regulations framed by the Developers or Association for the time being of the said building.
- r) To keep the **said FLAT/UNIT** and all walls, partition walls, sewers, drains, pipes, cables, wires belonging thereto in good and tenantable repair and condition at its own costs.
- s) The ALLOTTEE/PURCHASER(S) shall not obstruct the Association of owners/occupiers from carrying out any obligations and/or duties for the maintenance of the said building or any common parts or utilities.

THE SCHEDULE-A

(PART-I)

(land)

ALL THAT piece and parcel of land measuring about **90605 sq.ft.** be the same a little more or less, comprised and contained in J.L. No. 76, Mouza – Kanainatshal, LR. Plot Nos. 376, 372, 381/596 and 380 under L.R. Khatian No. 3067, P.S. Burdwan Sadar, Dist. Purba Bardhaman – 713103;

ON THE NORTH	Plot No.378, 379;
ON THE SOUTH	G.T. Road;
ON THE EAST	Plot No.383;
ON THE WEST	Plot No.377;

(PART-II)

(Background of title)

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- i) Sk. Dad Ali was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of shali land measuring about **34 decimal** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- ii) By Deed of Gift being No.6128 for the year 1960 the said Sk. Dad Ali made gift unto and in favour of his wife Hajera Bibi of **ALL THAT** piece and parcel of shali land measuring about **34 decimal** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- iii) By Deed of Conveyance dated 25.08.1964 registered at the office of the DSR Burdwan being No.5185 for the year 1964 the said Hajera Bibi, sold, transferred and conveyed unto and in favour of Nripendra Kumar Majumdar of **ALL THAT** piece and parcel of shali land measuring about **34 decimal** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- iv) The said Nripendra Kumar Majumdar died intestate leaving behind surviving his wife namely Bidhumukhi Majumdar and three sons namely Narayan Chandra Majumdar, Harakrishna Majumdar, and Arjun Krishna Majumdar and only daughter namely Satirani Das as his legal heirs and none else.

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- v) By Deed of Conveyance dated 22.05.1974 registered at the office of the DSR Burdwan being No.3934 for the year 1974 the said Bidhumukhi Majumdar, Harakrishna Majumdar, Arjun Krishna Majumdar and Satirani Das, sold, transferred and conveyed unto and in favour of Narayan Chandra Majumdar, of **ALL THAT** undivided **4/5th share** piece and parcel of shali land measuring about **34 decimal** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- vi) By virtue of Deed of Conveyance dated 22.05.1974 and virtue of Hindu Law of Inheritance the said Narayan Chandra Majumdar became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **34 decimal** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- vii) The said Narayan Chandra Majumdar died intestate leaving behind him surviving his wife namely Juthika Majumdar and two sons namely Nirmal Majumdar and Kamal Krishna Majumdar and only daughter namely Jaba Das as his legal heirs and none else.
- viii) The said Nirmal Majumdar died intestate leaving behind him surviving his wife namely Bula Majumdar only son namely Sanjoy Majumdar and only daughter namely Nandita Majumdar as his legal heirs and none else.
- ix) By Deed of Conveyance dated 22.02.2008 registered at the office of the ADSR Burdwan and recorded in Book No.I CD Volume No.35

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pages: 13-24 being No.882 for the year 2008 Bula Majumdar, Sanjoy Majumdar, Nandita Majumdar, Kamal Krishna Majumdar and Jaba Das, Juthika Majumdar, sold, transferred and conveyed unto and in favour of Jaydeb Bhattacharya and Sagota Bhattacharya of **ALL THAT** piece and parcel of shali land measuring about **4 cottah 13 chittack 24 sq.ft. [3489 sq.ft. (1323 sub-plot no.2 + 2166 sub-plot no.3)]** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, **L.R. Khatian No.164**, J.L. No.76, lying and situate at Mouza– Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

- x) The said Jaydeb Bhattacharya and Sagota Bhattacharya duly mutated their names in the records of rights under **L.R. Khatian No.2282 & 2283** in respect of aforesaid land.
- xi) By Deed of Conveyance dated 04.03.2014 registered at the office of the ADSR Burdwan being No.1481 for the year 2014 Jaydeb Bhattacharya and Sagota Bhattacharya, sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG PRIVATE LIMITED of **ALL THAT** piece and parcel of shali land measuring about **4 cottah 13 chittack 24 sq.ft. [3489 sq.ft. (1323 sub-plot no.2 + 2166 sub-plot no.3)]** more or less out of 34 decimal comprised in **R.S. & L.R. Dag No.372** under R.S. Khatian No.142, L.R. Khatian No.164, **new L.R. Khatian No.2282 & 2283**, J.L. No.76, lying and situate at Mouza– Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xii) The said ULLAHAS NANDINI UDYOG PRIVATE LIMITED duly mutated its name in the records of rights under new L.R. Khatian No.3067 in respect of **ALL THAT** piece and parcel of shali land measuring about **8 decimal** equivalent to 4 cottah 13 chittack 24

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sq.ft. [3489 sq.ft. (1323 sub-plot no.2 + 2166 sub-plot no.3)]more or less out of 34 decimal having 2353 share therein comprised in **R.S. & L.R. Dag No.372** J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

- xiii) Debiprasad Roy was the absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of shali land measuring about **96 Decimal** more or less out of 96 decimal having 10000 share therein comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xiv) The said Debiprasad Roy died intestate leaving behind him surviving his wife Prabhabati Roy and two sons namely Rammohan Roy and Kajal Roy as his legal heirs and none else.
- xv) By virtue of Hindu laws of inheritance the said Prabhabati Roy became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **32 Decimal** more or less out of 96 decimal having 3333 share therein comprised in **R.S. & L.R. Dag No.376**, under **R.S. Khatian No.229**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xvi) The said Prabhabati Roy duly mutated her name in the records of rights under **L.R. Khatian No.191** in respect of the aforesaid land.
- xvii) By virtue of Hindu laws of inheritance the said **Rammohan Roy** became absolute Owner of **ALL THAT** piece and parcel of shali

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land measuring about **32 Decimal** more or less out of 96 decimal having 3333 share therein comprised in **R.S. & L.R. Dag No.376**, under **R.S. Khatian No.229**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District-Bardhaman.

- xviii) The said Rammohan Roy duly mutated his name in the records of rights under **L.R. Khatian No.270** in respect of the aforesaid land.
- xix) By virtue of Hindu laws of inheritance the said **Kajal Roy** became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **32 Decimal** more or less out of 96 decimal having 3333 share therein comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District-Bardhaman.
- xx) The said Kajal Roy duly mutated his name in the records of rights under **L.R. Khatian No.65** in respect of the aforesaid land.
- xxi) By Deed of conveyance executed on 12.08.2011 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.20, pages: 1027-1036 being No.6320 for the year 2011 Prabhabati Roy, sold, transferred and conveyed unto and in favour of Shanti Adhikari of **ALL THAT** piece and parcel of shali land measuring about **16 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229,L.R. Khatian No.191**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District-Bardhaman.

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- xxii) By Deed of conveyance executed on 14.12.2012 registered at the office of the ADSR Burdwan being No.9352 for the year 2012 Shanti Adhikari, sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG PRIVATE LIMITED of **ALL THAT** piece and parcel of shali land measuring about **16 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376**, under **R.S. Khatian No.229,L.R. Khatian No.191**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xxiii) By Deed of conveyance executed on 12.08.2011 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.20, pages: 1037-1046 being No.6321 for the year 2011 **Prabhabati Roy**, sold, transferred and conveyed unto and in favour of **Mousumi Adhikari** of **ALL THAT** piece and parcel of shali land measuring about **16 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229,L.R. Khatian No.191**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xxiv) By Deed of conveyance executed on 14.12.2012 registered at the office of the ADSR Burdwan being No.9353 for the year 2012 Mousumi Adhikari, sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG PRIVATE LIMITED of **ALL THAT** piece and parcel of shali land measuring about **16 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376**, under **R.S. Khatian No.229,L.R. Khatian No.191**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

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- xxv) By Deed of conveyance executed on 21.09.2012 registered at the office of the ADSR Burdwan being No.7505 for the year 2012 **Rammohan Roy**, sold, transferred and conveyed unto and in favour of **ULLAHAS NANDINI UDYOG PRIVATE LIMITED** of **ALL THAT** piece and parcel of shali land measuring about **6 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376**, under **R.S. Khatian No.229, L.R. Khatian No.270**, J.L. No.76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xxvi) By Deed of conveyance executed on 23.04.2012 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.13, pages: 1181-1192 being No.03095 for the year 2012 Rammohan Roy, sold, transferred and conveyed unto and in favour of Anupam Chowdhury of **ALL THAT** piece and parcel of shali land measuring about **13 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229,L.R. Khatian No.270**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xxvii) By Deed of conveyance executed on 23.04.2012 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.13, pages: 1193-1204 being No.03096 for the year 2012 Rammohan Roy, sold, transferred and conveyed unto and in favour of Aninda Chowdhury of **ALL THAT** piece and parcel of shali land measuring about **13 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229, L.R. Khatian No.270**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

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- xxviii) By Deed of conveyance executed on 23.04.2012 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.13, pages: 1205-1216 being No.03097 for the year 2012 Kajal Kumar Roy, sold, transferred and conveyed unto and in favour of Sadhana Chowdhury of **ALL THAT** piece and parcel of shali land measuring about **16 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229,L.R. Khatian No.65**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District-Bardhaman.
- xxix) By Deed of conveyance executed on 23.04.2012 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.13, pages: 1217-1228 being No.03098 for the year 2012 Kajal Kumar Roy, sold, transferred and conveyed unto and in favour of Dilip Chowdhury of **ALL THAT** piece and parcel of shali land measuring about **16 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229, L.R. Khatian No.65**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District-Bardhaman.
- xxx) By Deed of conveyance executed on 31.08.2012 registered at the office of the ADSR Burdwan being No.6442 for the year 2012, Dilip Chowdhury, Sadhana Chowdhury, Anupam Chowdhury and Aninda Chowdhury, sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG Private Limited of **ALL THAT** piece and parcel of shali land measuring about **58 decimal** (Dilip Chowdhury, Sadhana Chowdhury sold 32 decimal of land and Anupam Chowdhury and Aninda Chowdhury sold 26 decimal of

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land)more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376** , under **R.S. Khatian No.229, L.R. Khatian No.65, 270**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

xxxii) By virtue of four Deeds of conveyance dated 14.12.2012, 14.12.2012, 21.09.2012 & 31.08.2012 the said ULLAHAS NANDINI UDYOG PRIVATE LIMITED became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **96 decimal** more or less out of 96 decimal comprised in **R.S. & L.R. Dag No.376**, under **R.S. Khatian No.229,L.R. Khatian No.191, 270 & 65**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

xxxiii) The said ULLAHAS NANDINI UDYOG PRIVATE LIMITED duly mutated its name in the records of rights under **new L.R. Khatian No.3067**, in respect of **ALL THAT** piece and parcel of bastu land measuring about **96 decimal** out of 96 decimal more or less having 9999 share therein comprised in **R.S. & L.R. Dag No.376**,J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

xxxiiii) Gour Chandra Mondal was the absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of shali land measuring about **106 Decimal** more or less out of 106 decimal having 10000 share therein comprised in **R.S. & L.R. Dag No.380**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

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- xxxiv) The said Gour Chandra Mondal died intestate leaving behind him surviving his two sons namely Shibsatya Mondal and Brikodhar Mondal as his legal heirs and none else.
- xxxv) By Deed of conveyance executed on 20.02.1957 registered at the office of the DSR Burdwan being No.1293 for the year 1957 Shibsatya Mondal and Brikodhar Mondal, sold, transferred and conveyed unto and in favour of **Rajani Kanta Ghosh** of **ALL THAT** piece and parcel of shali land measuring about **106 Decimal** more or less out of 106 decimal having 10000 share therein comprised in **R.S. & L.R. Dag No.380**, J.L. No. 76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- xxxvi) The said Rajani Kanta Ghosh duly recorded his name in the records of Revisional Settlement in respect of aforesaid land.
- xxxvii) By two Deeds of Mortgage both dated 11.04.1959 registered at the office of the DSR Burdwan being No.1635 & 1638 for the year 1959 the said Rajani Kanta Ghosh mortgaged the aforesaid land in favour of Panchanan Ghosh.
- xxxviii) By Deed of Release/ Re-conveyance dated 14.12.1963 registered at the office of the DSR Burdwan being No.7629 for the year 1963 the said Panchanan Ghosh released and/or re-conveyed the aforesaid land unto and in favour of Rajani Kanta Ghosh.
- xxxix) The said Rajani Kanta Ghosh duly mutated his name in the records of rights in respect of the aforesaid land under L.R. Khatian No.264.
- xl) The said Rajani Kanta Ghosh died intestate leaving behind him surviving his wife namely Pusporani Ghosh and two sons namely

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Moharlal Ghosh and Satyanarayan Ghosh and four daughters namely Sabita Ghosh, Tapati Ghosh, Alpana Ghosh and Bharati Mondal as his legal heirs and none else.

- x11) By a Deed of Partition dated 09.07.1984 registered at the office of the Joint Sub-Registrar Sadar Burdwan being No.4938 for the year 1984 the said Sabita Ghosh, Tapati Ghosh, Alpana Ghosh was allotted **ALL THAT** piece and parcel of shali land measuring about **106 Decimal** more or less out of 106 decimal having 10000 share therein comprised in **R.S. & L.R. Dag No.380**, under **L.R. Khatian No.264**, J.L. No.76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- x12) The said Sabita Ghosh, Tapati Ghosh, Alpana Ghosh duly mutated their names in the records of rights in respect of their 1/3rd share in the aforesaid land under L.R. Khatian No.2134, 2135 & 2136.
- x13) On actual measurement it is found that the area of the land under **R.S. & L.R. Dag No.380** is **61 cottah 12 chittack 4 sq.ft.** more or less.
- x14) By Deed of conveyance dated 05.12.2008 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.11, pages: 4173- 4208 being No.03587 for the year 2009 the said Sabita Ghosh, Tapati Ghosh, Alpana Ghosh, sold, transferred and conveyed unto and in favour of **Dilip Chowdhury** of **ALL THAT** piece and parcel of shali land measuring about **15 cottah (10792 sq.ft.)** more or less out of 106 decimal comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & **L.R. Khatian No.2134, 2135 & 2136**, J.L. No.76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

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- x15) By Deed of conveyance dated 08.12.2008 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.1, pages: 566-601 being No.05301 for the year 2008 the said Sabita Ghosh, Tapati Ghosh, Alpana Ghosh, sold, transferred and conveyed unto and in favour of **Sadhana Chowdhury** of **ALL THAT** piece and parcel of shali land measuring about **16 cottah 10 chittack 8 sq.ft. (11978 sq.ft.)** more or less out of 106 decimal comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & **L.R. Khatian No.2134, 2135 & 2136**, J.L. No.76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- x16) By Deed of conveyance dated 05.12.2008 registered at the office of the ADSR Burdwan being No.3588 for the year 2009 the said Sabita Ghosh, Tapati Ghosh, Alpana Ghosh, sold, transferred and conveyed unto and in favour of **Sadhana Chowdhury** of **ALL THAT** piece and parcel of shali land measuring about **14 cottah 15 chittack 9 sq.ft. (10764 sq.ft.)** more or less out of 106 decimal comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & **L.R. Khatian No.2134, 2135 & 2136**, J.L. No.76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- x17) By Deed of conveyance dated 05.12.2008 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.11, pages: 4245-4280 being No.03589 for the year 2009 the said Sabita Ghosh, Tapati Ghosh, Alpana Ghosh, sold, transferred and conveyed unto and in favour of **Anupam Chowdhury** of **ALL THAT** piece and parcel of shali land measuring about **15 cottah 2 chittack 32 sq.ft. (10922 sq.ft.)** more or less out of 106 decimal

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comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & **L.R. Khatian No.2134, 2135 & 2136**, J.L. No.76, lying and situate at Mouza – Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

- x18) By virtue of Deed of conveyance dated 05.12.2008 being No.03587 for the year 2009 the said **Dilip Chowdhury** became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **25 decimal** equivalent to **(15 cottah) (10792 sq.ft.)** more or less out of 106 decimal comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & L.R. Khatian No.2134, 2135 & 2136, J.L. No.76, lying and situate at Mouza– Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman and duly mutated his name in the records of rights under **new L.R. Khatian No.2502**.
- x19) By virtue of two Deeds of conveyance dated 05.12.2008 & 08.12.2008 being No.5301/2008 & 3588/2009 the said **Sadhana Chowdhury** became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **52 decimal** equivalent to **(31 cottah 9 chittack 17 sq.ft.) (22742 sq.ft.)** more or less out of 106 decimal comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & L.R. Khatian No.2134, 2135 & 2136, J.L. No.76, lying and situate at Mouza– Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman and duly mutated his name in the records of rights under **new L.R. Khatian No.2526**.
- 1) By virtue of Deed of conveyance dated 05.12.2008 being No.03589 for the year 2009 the said **Anupam Chowdhury** became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **25 decimal** equivalent to **(15 cottah 2 chittack 32 sq.ft.) (10922 sq.ft.)** more or less out of 106 decimal comprised in **R.S. &**

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L.R. Dag No.380, under Khanda R.S. Khatian No.219 & L.R. Khatian No.2134, 2135 & 2136, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman and duly mutated his name in the records of rights under **new L.R. Khatian No.2525**.

- 11) By Deed of conveyance dated 31.08.2012 registered at the office of the ADSR Burdwan being No.6741 for the year 2012 Dilip Chowdhury, Sadhana Chowdhury & Anupam Chowdhury, jointly sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG Private Limited of **ALL THAT** piece and parcel of shali land measuring about **102 decimal (44456 sq.ft.)** more or less out of 106 decimal comprised in **R.S. & L.R. Dag No.380**, under Khanda R.S. Khatian No.219 & **L.R. Khatian No..2502, 2525 & 2526**, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- 12) The said ULLAHAS NANDINI UDYOG PRIVATE LIMITED duly mutated its name in the records of the rights under new L.R. Khatian No.3067 in respect of **ALL THAT** piece and parcel of shali land measuring about **102 decimal (44456 sq.ft.)** more or less out of 106 decimal having 9621 share therein comprised in **R.S. & L.R. Dag No.380**, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- 13) By Deed of conveyance registered at the office of the ADSR Burdwan being No.5979 for the year 1999 Bablu Mullick sold, transferred and conveyed unto and in favour of Rabindra Nath Bhattacharya of **ALL THAT** piece and parcel of shali land measuring about **208 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, J.L. No.76, lying and

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situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

- 14) By Deed of conveyance registered at the office of the ADSR Burdwan being No.5980 for the year 1999 Bablu Mullick sold, transferred and conveyed unto and in favour of Swapan Adhikary of **ALL THAT** piece and parcel of shali land measuring about **435 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- 15) The said Swapan Adhikary filed a conversion case being No.B-304/2007 before the SDL&LRO for conversion of the aforesaid land from shali to bastu and the authority by its memo being no.B-304/07/315/LM/2007 dated 12.04.2007 has been pleased to convert the aforesaid land from shali to bastu.
- 16) By Deed of conveyance dated 30.06.2008 registered at the office of the ADSR Burdwan being No.8021 for the year 2009 Rabindra Nath Bhattacharya sold, transferred and conveyed unto and in favour of Dilip Chowdury of **ALL THAT** piece and parcel of shali land measuring about **208 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- 17) By Deed of conveyance registered at the office of the ADSR Burdwan being No.179 for the year 2010 Swapan Adhikary sold, transferred and conveyed unto and in favour of Dilip Chowdhury of **ALL THAT** piece and parcel of shali land measuring about **435 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596**

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