

Siddhant Vincom LLP & Ors

Owners

And

M/S Surreal Realty LLP

Developer

And

---

Purchaser

**DEED OF CONVEYENCE**

RE: Flat No. \_\_\_\_\_, \_\_\_\_\_ Floor, at " WINDSOR THE RESIDENCE "

at 170D Picnic Garden Road, Kolkata 700039.

**Meharia Reid & Associates**  
9, Old Post Office Street, Ground Floor  
Kolkata 700001

THIS DEED OF CONVEYENCE made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 BETWEEN

**M/S Sidhant Fincom Private Limited** (PAN: AAEC54870R) and **M/S Palak Mercantile Private Limited** (PAN: AABCP6852H), both companies formed under the Companies Act of 1956 and having their registered offices at 40, Strand Road, P. O. & P. S. Burrabazar Kolkata 700001, represented by its Constituted attorney Mr. Manoj Poddar, son of Late Mr. C. K. Poddar, residing at 5A, Old Ballygunge, 2nd Lane, P. S. Karaya, P. O. Ballygunge, Kolkata 700019 (PAN: AERPP5136P), hereinafter referred to as the 'OWNERS' of the FIRST PART;

AND

**M/s Surreal Realty LLP** (PAN: ACWFS7460C), a Limited Liability Partnership formed and governed under the LLP Act of 2008 and having its registered office at Janki Mansion, 2nd Floor, 77/1A, P.O & P.S-Park Street, Kolkata 7000016, represented by Designated partner Mr. Manoj Poddar, son of Late Mr. C. K. Poddar, residing at 5A, Old Ballygunge, 2nd Lane, P. S. Karaya, P. O. Ballygunge, Kolkata 700019 (PAN: AERPP5136P) hereinafter referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successor and/or successors in office) of the SECOND PART;

AND

\_\_\_\_\_ (PAN: \_\_\_\_\_) son of \_\_\_\_\_  
residing at \_\_\_\_\_ By Religion: Hindu, Nationality: Indian, Occupation: Business P. S. \_\_\_\_\_, P. O. \_\_\_\_\_, Kolkata \_\_\_\_\_ hereinafter referred to as the '**PURCHASER/S**' (which expression shall unless excluded by or repugnant to the subject or context mean and include his/her heirs, executors, successors, administrators, legal representatives and assigns) of the THIRD PART.

The Owners, Developer and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### WHEREAS

- 1) The Owners are entitled to ALL THAT piece or parcel of land measuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less (on physical measurement 11 Cottahs 2 Chittacks and 42 Square Feet) comprised in and being R. S. Dags No.71, 72,73 & 74, J. L. No. 11 R. S. No. 151 Mouza Naskarhat under Khatian No. 49, 50 and 162/2 Touzi No. 2998 Police Station Tiljala within the limits of the Kolkata Municipal Corporation Ward No.66 being premises No. 170D Picnic Garden Road, Kolkata 700039

(amalgamated plot of Premises No. 171A/1C & 170D, Picnic Garden Road) and more fully described in the **First Schedule** hereto and hereinafter referred to as '**the said Premises**'.

- 2) The Developer has signed a joint venture agreement with the Owners to develop the said Premises under a registered Joint Venture Agreement as per the terms and conditions mentioned therein which document was duly registered at ADSR, Alipore South 24 Parganas bearing No. 160304140 of Book No. 1 CD Volume No. 1603-2016 Page from 125461 to 125511 for the year 2016;
- 3) The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Kolkata Municipal Corporation. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- 4) The Developer has already commenced and completed construction in terms of the Development Agreement executed between the Owners and the Developers of the New Building strictly according to the plans as sanctioned by the Kolkata Municipal Corporation for the said Premises as per Building Permit together with such additions and/or amendments as may be permitted by the Kolkata Municipal Corporation from time to time (if any).
- 5) The details of all the deeds through which the Owners purchased and the flow of title of the said Premises are set out in details in the fifth Schedule hereto.
- 6) The Owners and Developer have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration no. \_\_\_\_\_;
- 7) The Purchaser has applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of square feet, \_\_\_\_\_ square feet of exclusive balcony and \_\_\_\_\_ square feet proportionate share of the common areas admeasuring a total area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor along with garage/covered parking no. \_\_\_\_ admeasuring square feet in the \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in first Schedule and apartment is annexed hereto and marked in second Schedule );

- 8) The Owners have commenced and completed the construction of the said Building on the said Premises.
- 9) At or before execution of this Indenture the Purchasers:
- a) Have fully satisfied themselves as to the title of the Owners and the right of the Owners in respect of the said Premises.
  - b) Have inspected the plan sanctioned by the authorities in respect thereof.
  - c) Have inspected the plan sanctioned by the authorities concerned in respect of the said Building and the said Flat to be constructed by the Owners and agrees not to raise any objection with regard thereto.
  - d) Have verified the location and site of the said Flat including egress and ingress thereof and the area of the Flat as stated in this DEED and agrees not to dispute the same.
  - e) Have acknowledged that the right of the Purchasers shall remain restricted to the said Flat as described in the Third Schedule hereunder written.
  - f) Have satisfied themselves as to the built-up area being \_\_\_\_\_ and the super built-up area being \_\_\_\_\_ in relation thereto to comprise in the said residential/Commercial Unit and also the common parts/portions which would be common for all the residents/occupants of the various Flats comprised in the Said Building and has agreed not to challenge or dispute the same in any manner whatsoever or however.

**THE OWNERS AND PURCHASERS DO AND EACH OF THEM DO HEREBY JOINTLY AND SEVERALLY DECLARE AND COVENANT AS FOLLOWS:-**

- A) The construction of the said Residential/Commercial Unit has been completed and the Owners have already delivered possession to the Purchasers as the full and absolute owner thereof, upon the Purchasers being fully satisfied with the construction and completion of the said Residential/Commercial Unit and building.
- B) The Owners and the Purchasers have complied with and fulfilled all the agreed terms and condition in respect of the said Residential/Commercial Unit and a settled between them.
- C) The Purchasers shall observe, fulfil, and perform the covenants herein written including those for common purposes and shall regularly pay and discharge in full all taxes and impositions on and outgoing of the said residential/Residential/Commercial Unit, and

proportionately pay all expenses for maintenance in connection with the and upkeep of all common areas in the said building.

- D) The Purchasers shall pay all Municipal Taxes and outgoing in respect of the said Residential/Commercial Unit wholly and proportionately for the common areas in the building as levied by Kolkata Municipal Corporation from the date of Registration of the Indenture, of the said building Windsor the residence issued by Kolkata Municipal Corporation.
- E) The owners, purchasers have complied with and fulfilled all the agreed terms and conditions in respect of the said Residential/Commercial Unit and as settled between them, No Further Claim hereinafter whatsoever is nature will stand nil.

**NOW THIS INDENTURE WITNESSETH** that on the basis of covenants mentioned above and in consideration of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) of true and lawful money of the Union of India in hands of the Confirming party well and truly paid by the Purchasers (the receipt whereof the Confirming party do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the Purchasers and the said Residential/Commercial Unit ) the Owners do hereby grant transfer sell convey assign and assure to and unto and in favour of the Purchasers ALL THAT the said residential/ Residential/Commercial Unit being Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the said multi-storied building named "Windsor the residence" having carpet area of square feet, \_\_\_\_\_ square feet of exclusive balcony and \_\_\_\_\_ square feet proportionate share of the common areas admeasuring a total area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor along with garage/covered parking no. \_\_\_\_\_ admeasuring square feet in the \_\_\_\_\_ be the same a little more or less as fully described in the Second Schedule hereto and delineated in the plan annexed hereto with red border together with proportionate share or interest in the impartible land beneath the said building attributable pro- rata to the said Residential/Commercial Unit together with right of common user of all common spaces, paths and passages, stairs and landings, underground water reservoir, service areas overhead water tank, drain and sewers, water pipe lines for lifting water from the underground water reservoir to the overhead water tank and distribution of water to different said residential/Residential/Commercial Unit s through such water pipe lines, electrical wiring and electrical equipment's in common areas, electric motor and water pump etc. more fully and exhaustively mentioned and described in the Part-I of the Third Schedule together with the right of ingress and egress to and from the said Residential/Commercial Unit by user of common areas of the building known as "Windsor The residence" at 170D Picnic Garden Road, Kolkata 700039 P. S. Tiljala within the municipal limits of the Kolkata Municipal Corporation Ward No. 66 in the District of South 24 Parganas more fully and

particularly mentioned and described in the Second Schedule hereunder written and All the estate right title interest property claim and demand whatsoever of the Owners and their predecessors in title into and upon or in respect of the said residential/Residential/Commercial Unit \_\_\_\_\_ TO HAVE AND TO HOLD the said Residential/Commercial Unit being No \_\_\_\_ with common rights hereby granted transferred sold conveyed assigned and assured to and unto and to the use of the Purchasers absolutely and forever and free from all encumbrances for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other things whatsoever to alter defeat encumber or make void the same AND the Owners do hereby covenant with the Purchasers that Owners are now lawfully and rightfully entitled to absolutely transfer sell and convey assign and assure ALL THAT the said residential/Residential/Commercial Unit being No \_\_\_\_\_ on the \_\_\_\_\_ floor together with common rights mentioned herein to the Purchasers free from encumbrances AND that the Purchasers hereby covenants with the Owners that the Purchasers have satisfied themselves about the title documents plans, and constructions of the building at the premises and the said Residential/Commercial Unit and have also checked and are satisfied about the area and /or measurement of the said Residential/Commercial Unit as mentioned in these presents and hereby agree not to raise any dispute or question with regard thereto and hereby further covenant that notwithstanding anything to the contrary, the Purchasers shall pay necessary tax or levies with reference to the nature of user and for the protection of their right title and interest in respect of the said Residential/Commercial Unit AND that the Purchasers will and shall maintain the said residential/Residential/Commercial Unit on the \_\_\_\_\_ floor with common rights in such a manner so that it may not cause any danger to/or prejudicially affect the said basement and \_\_\_\_\_ Storied Building in any way whatsoever AND that the Purchasers will and shall pay proportionate share or rates and taxes relating to the said premises until such time as separate assessment is made in respect of the said Residential/Commercial Unit with common rights AND that the Owners covenant that the Purchasers shall at all times hereafter peaceably and quietly possess and enjoy the said residential/Residential/Commercial Unit on \_\_\_\_\_ floor with common rights as an absolute owners thereof subject to the covenant conditions and obligations for common expenses and including definition as set out and particularly mentioned in Parts I, II, III & IV of the Third Schedule hereunder written to be observed and performed and paid by the Purchasers concerning the said residential/Residential/Commercial Unit on the \_\_\_\_\_ floor with common rights AND that the Owners hereby covenant with the Purchasers that the confirming party shall be entitled to retain the original documents of title relating to the said premises and shall upon every reasonable request of the Purchasers and at the cost of the person making the said request produce the said documents of title or any of them and on like requests and costs furnish such true copies thereof or extract therefrom as the Purchasers may reasonably require AND that Purchasers' right title and interest shall not extend to other said Residential/Commercial Unit s or units in the said building "Windsor The residence" AND the

Purchasers hereby agree not to object to any variations, alterations or changes of sanctioned plan or all alterations or changes in any of the said Residential/Commercial Unit s, and common areas in the building as may be carried out by the Owners or their assignee and it is made absolutely clear that the Purchasers will not claim any right over the land appurtenant to the said building as also roof thereof provided the Purchasers shall have a limited right confined to inspection of overhead water tank from time to time and also right to install internet antenna, water filtration plant, Chimney etc. on roof top AND THAT it is further covenanted and agreed that neither the Owners nor the Purchasers has any claim monetary or otherwise against each other.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

***(The said Premises)***

ALL THAT piece or parcel of land measuring 11 (Eleven) Cottahs 2 (Two) Chittacks and 4 (Four) Square Feet be the same a little more or less (on physical measurement 11 Cottahs 2 Chittacks and 42 Square Feet) comprised in and being R. S. Dags No. 71, 72,73 & 74, J. L. No. 11 R. S. No. 151 Mouza Naskarhat under Khatian No. 49, 50 and 162/2 Touzi No. 2998 Police Station Tiljala within the limits of the Kolkata Municipal Corporation Ward No.66 being premises No. 170D Picnic Garden Road, Kolkata 700039 (amalgamated plot of Premises No. 171A/1C & 170D, Picnic Garden Road), butted and bounded in the manner:

On the North	:	By Premises No. 170A Picnic Garden Road.
On the East	:	By Premises No. 171/2 Picnic Garden Road.
On the South	:	By Picnic Garden Road.
On the West	:	By Premises No. 170D Picnic Garden Road & Common passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Said Unit)**

**(PART II)**

ALL THAT the residential Flat or Commercial Space on the \_\_\_\_\_ Floor in the said proposed \_\_\_\_\_ storied Building to be constructed at premises 170D, Picnic Garden Road, Post Office: \_\_\_\_\_, Police Station: Tiljala, Kolkata 700039, South 24 Parganas, having carpet area of square feet, \_\_\_\_\_ square feet of exclusive balcony and \_\_\_\_\_ square feet proportionate

share of the common areas admeasuring a total area of \_\_\_\_\_ square feet on the \_\_\_\_ floor along with garage/covered parking no. \_\_\_\_ admeasuring square feet in the \_\_\_\_\_ and as shown in the map or plan annexed hereto bordered with Red colour thereon and the proportionate share of the common area of the corridor and stair case and proportionate area as specified in **Third Schedule** (Part II) including undivided interest in the land attributable to the said Flat or Commercial Space.

**(PART III)**

Car Parking Bay No. \_\_\_\_\_ being \_\_\_\_\_ open/covered. car parking space on the ground floor level in the said Complex/Building.

**(PART IV)**

**(Unit and Appurtenances)**

[Subject Matter of Agreement]

The Land Share being undivided, impartible, proportionate and variable share in the land comprised Said Premises as more fully described in Part-I of the Third Schedule above.

The Said Unit, being the Residential Flat or Commercial Space described in Part-II of the Third Schedule above.

Parking Space, being the car parking space/s described in Part-III of the Third Schedule above, if any.

The Share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the Part –II of the Fourth Schedule below, as is attributable to the Said Unit.

**THE THIRD SCHEDULE ABOVE REFERRD TO**

**Part I**

**(Specifications to the Apartments)**

**Foundation**

Reinforced Concrete Cement structure with pile Foundation Anti-termite System on plinth level



<b>Wall Finish</b>	Interior Conventional brickwork/AAC Blocks with Cement Plaster and POP/Putty Finish Exterior Weather Proof Paint with Glazing/Texture Finish
<b>Flooring</b>	<p>Main Lobby: Marble/Granite</p> <p>Floor Lobby: Premium Vitrified Tiles</p> <p>Stairways: Tiles/Stone</p> <p>Bedroom: Premium Vitrified Tiles</p> <p>Living &amp; Dining: Large Vitrified Tiles</p> <p>Kitchen: Anti-Skid Tiles</p> <p>Toilet: Anti-Skid Tiles</p>
<b>Kitchen</b>	<p>Granite/Marble Platform with honed edges Stainless Steel Sink &amp; Jaguar or equivalent CP Fittings</p> <p>Dado of glazed tiles up to 600mm. above the counter/platform</p> <p>Electric point for Refrigerator, Water purifier, Exhaust Fan</p>
<b>Toilet</b>	<p>Glazed tiles on the walls up to door height.</p> <p>Sanitary ware of Parryware/Hindware or equivalent make</p> <p>CP fittings of Jaguar/Hindware or equivalent make</p> <p>Electrical point for Geyser &amp; Exhaust Fan</p> <p>Plumbing provision for Hot/Cold water line</p>
<b>Doors &amp; Windows</b>	<p>Door Frame made of seasoned and treated wood</p> <p>Main Door 35 mm thick flush shutters having spirit polish teak veneer finished on one side</p> <p>Other Doors: Solid core Flush doors with fittings of reputed make</p> <p>Windows: Anodized/Powder Coated Aluminum Sliding windows</p>

<b>Roofing</b>	4' thick R.C.C slab treated to resist heat and damp and with tiles flooring
<b>Electricals</b>	<p>AC points in Living Room and all the Bedrooms</p> <p>Telephone wiring in Living/Dining and all bedrooms</p> <p>TV and Cable TV points in living room and all bed rooms</p> <p>Adequate Plug Points in all bedrooms, Living/Dining, Kitchen, Toilets</p> <p>Concealed Electrolytic Copper wiring of one of the top brands</p> <p>Light Points (Adequate) &amp; Fan Points (3 in living / Dining, 1 in kitchen, balcony and bedroom each)</p> <p>Door Bell point at the Flat entrance</p> <p>Modular switches of Wipro/ABB or equivalent make</p>

#### **Common Installations**

<b>Lighting</b>	Overhead Illumination for compound and street lighting, Necessary Illumination in all lobbies, staircases & common areas
<b>Elevators</b>	2 Lifts of reputed make (one in each block)
<b>Diesel Generators</b>	Backup for common area lighting, pumps, lifts and flats (min 500W back up per flat) at extra costs to be charged by the Developer.
<b>Hitech Security</b>	<p>Closed Circuit camera with monitors at vigilance workstation</p> <p>Connection of Intercom/EPAX in the building to each individual flat.</p>

### **PART II**

#### **(Common Parts, Portions and Common Areas of the Said Building)**

1. Staircase on all the Floors & Roof including common corridor/passage/landings on all floors.
2. Lift.
3. Lift Machine Room, lift duct, landing etc.

4. Common passage and lobby on the upper floors & ground floor, except the area reserved for car parking, and for any other purpose.
5. Driveways and Pathways for ingress to or egress from the said Flat including appurtenant area thereof.
6. Water Pump, Water tank (overhead and underground), Water pipes and other common plumbing Installation including drainage, sewerage pipes along with the duct.
7. Deep Tube Well.
8. Drainage and Sewerage.
9. Duct.
10. Elegant Outdoor Elevations and its Area.
11. Intercom & Security Camera Installations
12. Roof Terrace for Recreation.
13. Boundary Wall.
14. Common space for installation of Meter electrical wiring and Fittings
15. Generator at an additional cost to be shared by all the Purchasers proportionately.
16. Community Hall in the building
17. Common toilet(s) in the ground floor
18. Boundary walls
19. Lift Machine Room, lift duct, landing etc.
20. Wiring, fittings, lighting and accessories for lighting of lobbies, staircase and other Common Portions of the Said Complex/Building.
21. Elegant Outdoor Elevations and its Area.
22. Well designed Letter Boxes
23. Transformer and Electric Panel, if required and installed.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating and lighting the common parts and common portions and also the outer walls of the Building and parking space and also for security of the said Building.
2. The salaries of all persons employed for the said purpose.
3. All charges and deposit for supplies of common utilities including water, electricity etc. incurred for common purpose.
4. Municipal taxes and other outgoings save and except those separately assessed on the respective flat.
5. Cost and charges of establishment for maintenance of the Building and for various common staff including expense on manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc.
6. All litigation expenses appertaining to the maintenance and protection of the said Building and disputes regarding claims and/or demands from municipality and/or other local authorities etc.
7. All other expenses and outgoings as are deemed by the Developer to be necessary or incidental for and regulating interest and/or the right of the Purchasers.
8. Insurance of the said Building.
9. All expenses referred to above shall be borne by the Purchasers from the date of notice as to completion of the Flat and for taking possession of the Flat.
10. Establishment and all other capital and operational expenses in relation to creating and maintenance of an Association.
11. All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Route of Title)

1) **Premises No. 171A/1C Picnic Garden, Kolkata 700039:**

- a) At all material times and for all intents and purposes Mr. Jeevan Krishna Choudhury, son of Late Sabibal Choudhury, Lakshmi Chaudhary, Ganesh Chaudhury and Chunni Chaudhary, sons of Late Pannalal Chaudhary, Panchu Chaudhary alias Manik Chaudhary, son of Late Sakhi Chaudhary, Dulal Chaudhary, Kanai Chaudhary both sons of late Bipin Chaudhary and Suren Chaudhary were the joint owners and possession of the land and structure comprised within the premises no. 171, Picnic Garden Road, Police Station Tiljala (formerly Tollygunge), in the city of Calcutta 700039.
- b) By a Deed of Partition dated 24th July 1974 made amongst between Shri Jeevan Krishna Chaudhary, son of Late Sabibal Chaudhary, Mr. Lakshmi Chaudhary, Mr. Ganesh Chaudhury and Mr. Chunni Chaudhary, sons of Late Pannalal Chaudhary, Mr. Panchu Chaudhary alias Manik Chaudhary, son of Late Sakhi Chaudhary, Mr. Dulal Chaudhary, Mr. Kanai Chaudhary, sons of Late Bipin Chaudhary and Mr. Suren Chaudhary, son of Late Gopal Chandra Chaudhary of 171, Picnic Garden Road,, District 24 Parganas and registered before the Sub- registrar at Alipore in Book No. I, Vol. No. 112, Pages 187 to 193 being No. 4075 for the year 1974, Mr. Jeevan Krishna Chaudhary was allotted Plot No. 1, measuring 3 Cottahs 12 Chittacks and 26 Square feet more or less Bastu land with structures more fully described in the Schedule written thereunder;
- c) By a Deed of Conveyance dated 28th November 1974 executed between Mr. Jeevan Krishna Chaudhary (being vendors therein) and Mrs. Sandhya Rani Dey (being Purchaser therein), registered at the office Sub Registrar Alipore and recorded in Book No. I, Volume No. 158, at Pages 65 to 71, Being Deed No. 5728 for the year 1974, Mr. Jeevan Krishna Chaudhary absolutely sold transferred and conveyed unto and in favour of Mrs. Sandhya Rani Dey, for the consideration mentioned therein, all the piece and parcel of bastu land with structures standing thereon measuring 3 Cottahs 10 Chittacks and 26 square feet, a little more or less, out of the land compromised within the Premises No. 171, Picnic Garden Road, Dag No. 71, J. L. No. 11, Touzi No. 2998, Revenue Survey No. 151 out of 33 acre of Land and being Part of premises No. 171, Picnic Garden Road, within the limit of Calcutta Municipal Corporation, Police Station Tiljala, within the District of 24 Parganas (South) more fully and particularly described in the Schedule written thereunder;

- d) The said Mrs. Sandhya Rani Dey after purchasing the land mutated her name with the then Calcutta Municipal Corporation and the said land and structures were apportioned and numbered as Premises No. 171A/1C, Picnic Garden Road, Calcutta;
- e) By a Deed of Conveyance dated 17th November 1982 executed between Mrs. Sandhya Rani Dey (being the vendors therein) and Kunnakavil Vakkada alias Gopinathan Nair alias K. V. G. N. Nair, Proprietor of Bolden Batteries (being the Purchaser therein), registered at the Office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 340, Pages 43 to 54, Being No. 10001 for the year 1982 dated 17th November 1982, wherein Mrs. Sandhya Rani Dey absolutely sold, transferred and conveyed unto and in favour of Kunnakavil Vakkada alias Gopinathan Nair alias K. V. G. N. Nair, Proprietor of M/s. Bolden Batteries for the consideration mentioned therein, All That the piece and parcel of Bastu Land containing an area of 3 Cottahs, 10 Chittaks and 26 Square feet little more or less together with the RT structures standing thereon comprised within the Premises No. 171A/1C, Picnic Garden Road, Kolkata, more fully and particularly described in the Schedule written there under;
- f) By a Deed of Conveyance dated 31st March 1995, executed between Kunnakavil Vakkada Gopinathan Nair alias K. V. G. N. Nair, Proprietor of M/s. Bolden Batteries (being the Vendor therein) and (1) Mr. Pradip Kumar Bothra and (2) Mr. Alok Kumar Bothra (both being the purchasers therein), registered at the office of the District Sub Registrar, South 24 Parganas, Alipore, and recorded in Book No. 1, Volume No 16, pages 492 to 505, Being No. 809 for the year 1995, wherein Kunnakavil Vakkada Gopinathan Nair alias K. V. G. N. Nair, Proprietor of M/s. Bolden Batteries absolutely sold, transferred and conveyed unto and in favour of (1) Pradeep Kumar Bothra and (2) Alok Kumar Bothra for valuable consideration mentioned therein All That the piece and parcel of land together with structure standing thereon measuring an area of 3 Cottahs 10 Chittaks 26 Square feet more or less situate lying at Premises No 171A/1C, Picnic Garden Road, Kolkata 700039, more fully and particularly described in the Schedule written thereunder;
- g) By a Deed of Conveyance dated 20th day of January, 1999 (16th day of October, 1998) executed between (1) Mr. Pradeep Kumar Bothra, and (2) Mr. Alok Kumar Bothra (both being Vendors therein) and Sunahail Prints Private Limited (being the Purchasers therein), registered at the Additional Registrar of Assurances I, in Book No. 1, Volume No. 1, at Pages 1 to 29, Being Deed No. 13806 for the year 2006, wherein (1) Mr. Pradeep Kumar Bothra and (2) Mr. Alok Kumar Bothra, absolutely sold and transferred and conveyed unto and in favour of Sunahali Prints Private Limited for the consideration

mentioned therein All That the piece and parcel of land together with the asbestos shed and structure standing thereon measuring an area of 3 Cottahs 10 Chittacks and 26 Square feet a little more or less situate lying at Premises No 171A/1C, Picnic Garden Road, Kolkata 700039, more fully and particularly described in the schedule written thereunder;

- h) By a Deed of Rectification dated 13th December 2011, executed by (1) Mr. Pradeep Kumar Bothra and (2) Mr. Alok Kumar Bothra (being the Vendors therein) and Sunahali Prints Private Limited (being the Purchaser therein) registered at the office of the Additional Registrar of Assurances I of Kolkata in Book No. 1, C. D. Volume No. 24, Pages 2495 to 2502, Being Deed No. 10859, for the year 2011 to rectified some errors which are mentioned therein.
- i) By a further Deed of Declaration dated 10th February, 2012, executed by (1) Mr. Alok Kumar Bothra and (2) Mr. Pradeep Kumar Bothra (being the Declarant/Vendor therein), and M/s Sunahali Prints Private Limited (being the Purchaser therein), registered at the office of Registrar of Assurances, Kolkata in Book No. 1, C. D. Volume No. 2, at Pages 10071 to 10079, Being No. 01065 for the year 2012 some additional minor errors in the Deed of Conveyance dated 20th January, 1999 were rectified and corrected;
- j) Thus the said Sunahali Prints Private Limited became absolutely seized, possessed of and well and sufficiently entitled to ALL That the piece and parcel of land with asbestos shed standing thereon measuring 3 Cottahs 10 Chittacks and 26 Square feet a little more or less situate lying at the Dag No 71, Khatian No. 162/2, premises No. 171A/1C, Picnic Garden Road, Kolkata 700039, which was formerly part of the Premises No. 171, Picnic Garden Road, Kolkata 700039, within Ward No. 66 of Kolkata Municipal Corporation, free from all encumbrances, liens, charges, mortgages, lispendences, trusts whatsoever or howsoever;

**2) Premises No. 170D Picnic Garden, Kolkata 700039:**

- a) One Mr. Ishan Chandra Naskar and Mr. Tarapada Naskar were the joint recorded owners and possession in respect of the Premises No. 170, Picnic Garden Road, Police Station Tiljala (formerly Tollygunge), in the city of Calcutta 700039 consisting of Land ad measuring 9 Cottahs, 12 Chittaks and 5 square feet, a little more or less together with one storied brick build tile shed house (RT Shed).
- b) Mr. Ishan Chandra Naskar died intestate leaving him surviving his four sons namely (1) Mr. Bishnu Pada Naskar, (2) Mr. Krishna Pada Naskar, (3) Mr. Pasupati Naskar, (4) Mr.

Ratan Chandra Naskar and (5) Mrs. Hara Mani Naskar (Being widow) as his legal heirs and successors who jointly inherited the aforesaid property along with the other co-shares.

- c) Mr. Tarapada Naskar died intestate leaving him surviving his four sons namely (1) Mr. Netai Chandra Naskar, (2) Mr. Badan Chandra Naskar, (3) Mr. Pannalal Naskar, (4) Mr. Khagendra Nath Naskar and (5) Mrs. Bimla Bala Naskar (Widow), as his legal heirs and successors who jointly inherited the aforesaid property along with the other co-shares.
- d) By a Bengali Deed of Partition bearing in 1962 made between the said (1) Mr. Bishnu Pada Naskar, (2) Mr. Krishna Pada Naskar, (3) Mr. Pasupati Naskar, (4) Mr. Ratan Chandra Naskar, (5) Mrs. Hara Mani Naskar, (6) Mr. Netai Chandra Naskar, (7) Mr. Badan Chandra Naskar, (8) Mr. Pannalal Naskar, (9) Mr. Khagendra Nath Naskar and (10) Mrs. Bimla Bala Naskar, registered in Book No. I, Volume No. 61, Pages 258 to 265, Being No. 3028 for the year 1962, at the office Sub registrar Alipore the Legal heirs of Late Tarapada Naskar being (1) Mr. Netai Chandra Naskar, (2) Mr. Badan Chandra Naskar, (3) Mr. Pannalal Naskar, (4) Mr. Khagendra Nath Naskar and (5) Mrs. Bimla Bala Naskar (Widow) got the property mentioned in "Cha" schedule thereto.
- e) Hence, Mr. Netai Chandra Naskar and five others became the owners of the consisting of Land ad measuring 9 Cottahs, 12 Chittacks and 5 square feet, a little more or less together with one storied brick build tile shed house (RT Shed) thereon described in the Schedule "Cha" to the Partition Deed and the Map attached thereto.
- f) By mutual verbal partition and allocation made between Mr. Khagendra Nath Naskar, Mr. Netai Chandra Naskar, Badan Chandra Naskar and Parimal Naskar alias Pannalal Naskar a portion of land measuring 2 Cottahs little more or less along with the part of the structure was allotted to Khagendra Nath Naskar from the eastern side out of the "Cha" Schedule Property.
- g) In pursuance of the said partition the said Mr. Netai Chandra Naskar, Mr. Badan Chandra Naskar and Mr. Parimal Naskar alias Pannalal Naskar continued to jointly hold as owners of the piece and parcel of the Land measuring 7 Cottahs, 7 Chittaks and 23 square feet together with brick wall and tiled roof dwelling house standing thereon at and being part of Premises No. 170 Picnic Garden Road, Calcutta 700039 and had been peaceful possession and enjoyment of the same by making payment of the rates and taxes to the authority concerned.



- h) By a deed of Conveyance dated 29th June 1983 executed between Mr. Netai Chandra Naskar, Mr. Badan Chandra Naskar and Mr. Parimal Naskar alias Pannalal Naskar (being the Owners therein) and Kunnakavil Vakkada alias Gopinathan Nair alias K. V. G. N. Nair, Proprietor of M/S Bolden Batteries (being the Purchaser therein) and registered with the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 224, at Pages 20 to 32, Being Deed No. 6348 for the year 1983, Mr. Netai Chandra Naskar, Mr. Badan Chandra Naskar and Mr. Parimal Naskar alias Pannalal Naskar absolutely sold, transferred and conveyed unto and in favour of Kunnakavil Vakkada alias Gopinathan Nair alias K. V. G. N. Nair, Proprietor of M/S Bolden Batteries for valuable consideration mentioned therein All That the piece and parcel of Land containing an area of 7 Cottahs 7 Chittaks and 23 Square feet little more or less together with the single storied Brick built structure and comprised within the Premises No. 170, Picnic Garden Road, Kolkata, more fully and particularly described in the Schedule written there under;
- i) The said Kunnakavil Vakkada alias Gopinathan Nair alias K.V.G.N. Nair, Proprietor of M/s Bolden Batteries after purchasing the land mutated his name with the then Calcutta Municipal Corporation and the said land and structures were apportioned and numbered as Premises No. 170D, Picnic Garden Road, Calcutta 700039;
- j) By a Deed of Conveyance dated 31st March 1995, executed between Kunnakavil Vakkada Gopinathan Nair alias K. V. G. N. Nair, Proprietor of M/s Bolden Batteries (being the Owners and Developer therein) and (1) Mr. Pari Chand Bothra and (2) Mr. Sudhir Kumar Bothra and (3) Mr. Ashok Kumar Bothra (being the Purchasers therein) and registered with the Office of the District Sub Registrar, South 24 Parganas, Alipore, in 1, Volume No. 76, at pages 490 to 505, Being deed No. 808 for the year 1995, Kunnakavil Vakkada Gopinathan Nair alias K. N. G. N. Nair, Proprietor of M/s Bolden Batteries, absolutely sold, transferred and conveyed unto and in favour of (1) Mr. Pari Chand Bothra and (2) Mr. Sudhir Kumar Bothra and (3) Mr. Ashok Kumar Bothra for the consideration mentioned therein, all That the piece and parcel of land together with structure standing thereon measuring an area of 7 Cottahs 7 Chittacks 23 Square feet more or less situate lying at Premises No 170D, Picnic Garden Road, Kolkata 700039, more fully and particularly described in the Schedule written thereunder;
- k) By a Deed of Conveyance dated 20th January, 1999 (16th October 1998) made between (1) Mr. Pari Chand Bothra, (2) Mr. Sudhir Kumar Bothra and (3) Mr. Ashok Kumar Bothra (being the Owners and Developers therein) and Harihar Vanijya Private Limited (being the Purchaser therein) and registered with the Office of Assistant Registrar of Assurances I, Kolkata, in Book No. 1, Volume No. 1 at Pages 1 to 28, Being Deed No.

3804 for the year 2006 (1) Mr. Pari Chand Bothra, (2) Mr. Sudhir Kumar Bothra and (3) Mr. Ashok Kumar Bothra absolutely sold and transferred and conveyed unto and in favour of Harihar Vanijya Private Limited for the consideration mentioned therein all that piece and parcel of land together with the brick structure standing thereon admeasuring 7 Cottahs 7 Chittacks and 23 Square feet a little more or less situate lying at Premises No. 170D, Picnic Garden Road, Kolkata 700039, more fully and particularly described in the schedule written thereunder;

- I) Thus the said Harihar Vanijya Private Limited became absolutely seized, possessed of and well and sufficiently entitled to ALL That the piece and parcel of land with structure standing thereon measuring 7 Cottahs 7 Chittacks and 23 Square feet a little more or less situate lying at the, premises No. 170D, Picnic Garden Road, Kolkata 700039, within Ward No 66 of Kolkata Municipal Corporation, free from all encumbrances, liens, charges, mortgages, lispendences, trusts whatsoever or howsoever;

**IN WITNESS, WHEREOF** the parties hereto have executed and delivered these presents on the day month and year first above written.

**SIGNED SEALED AND DELIVERED** by the

OWNERS / OWNERS at Kolkata in the

presence of :

**SIGNED SEALED AND DELIVERED** by the

PURCHASER at Kolkata in the

presence of:

**SIGNED SEALED AND DELIVERED** by the

Developer at Kolkata in the

presence of :

Drafted by me,

Advocate, High Court, Calcutta

