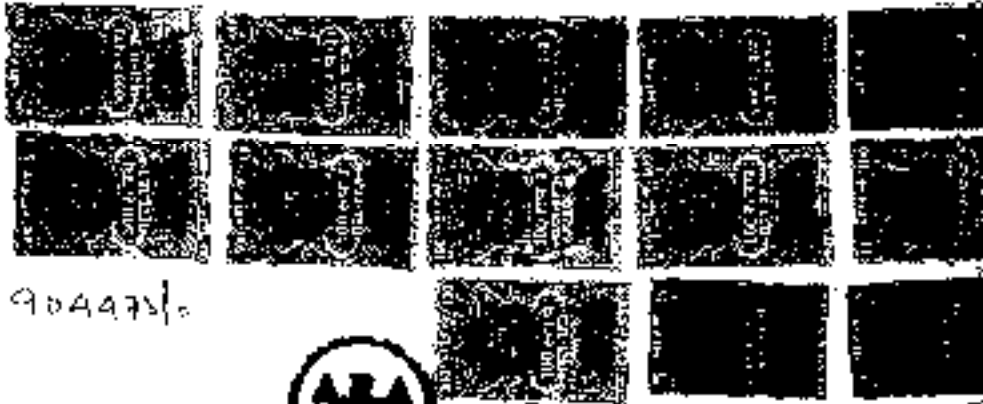


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THIS CONVEYANCE made this 9th day of April, 1907
BETWEEN HIMADJI PRASAD BHATTACHARJEE, son of Late Narayan
Prasad Bhattacharjee, residing at Salaji Bhowan,
H. Hazaree, 102/1, Dalto, Calcutta - 700 078, P.S. Kesba,
hereafter called the VENDOR (which expression shall

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include his successors-in-interest) of the FIRST PARTY (1) SWAPAN KUNAR BANERJEE, son of Late Kishori Mohan Banerjee, residing at 9, Jogendra Garden, Calcutta - 700 042 . P.S. Kasba, hereafter called "the FIRST CONFIRMING PARTY" (2) (SMT.) KAMOLA MUKHERJEE, wife of Dr. Adikeshab Mukherjee, residing at 260, Banku Behari Chatterjee Road, Calcutta - 700 042, P.S. Jajaypur, hereafter called "the SECOND CONFIRMING PARTY" (3) (SMT.) MOONSHI BANERJEE, wife of Debabrata Banerjee, residing at 260, Banku Behari Chatterjee Road, Calcutta - 700 042 . P. S. Jajaypur, hereafter called "the THIRD CONFIRMING PARTY" (4) (SMT.) MONSHI BANERJEE, wife of Late Megh Nath Banerjee, residing at 4219, Brandon Gate Drive, Mississauga, Ontario, Canada L-4, T3, K3, hereafter called "the FOURTH CONFIRMING PARTY" (5) JOYDEEP BANERJEE, son of Late Megh Nath Banerjee, residing at 4219, Brandon Gate Drive, Mississauga, Ontario, Canada L-4, T3, K3, hereafter called "the FIFTH CONFIRMING PARTY" (6) (SMT.) GURJANI BARUA, wife of Cliff Barua, residing at 263, Rosebrook Square Pickering, Mississauga, Ontario, Canada L-4, T3, K5, hereafter called "the SIXTH CONFIRMING PARTY" (7) HARE KRISHNA PRASAD, son of Madhukar Prasad, residing at 14H, Kalupara Lane, Calcutta - 700 037 . P.S. Dhakuria, hereafter called "the SEVENTH CONFIRMING PARTY" (8) (SMT.) ARCHANA DEVI PRASAD, wife of Hare Krishna Prasad, residing at 14H, Kalupara Lane, Calcutta - 700 037 . P.S. Dhakuria, hereafter called "the EIGHTH CONFIRMING PARTY" (9) GOMNATH GHOSH, son of Late Prabodh Chandra Ghosh, residing at 23, Snuff Mill Street, Calcutta - 700 056 . P.S. Belgaria, hereafter called "the NINTH CONFIRMING PARTY" (10) SHONALI MAIN NEOTIA, son of Late Narinra Neotia, residing at 244, Chittaranjan Avenue, Calcutta - 700 006, P.S. Jorasanko.

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hereafter called "the TENTH CONFIRMING PARTY" (11) SAJAN KUMAR MATHIA, son of Late Maripaw Mathia, residing at 244, Chittaranjan Avenue, Calcutta - 700 006, P.S. Jorasanko, hereafter called "the ELEVENTH CONFIRMING PARTY", all the Confirming Parties are hereafter collectively called "the CONFIRMING PARTIES" (which expression shall include their and each of their respective successors-in-interest and/or assigns) of the SECOND PART AND NEW BALLYUNGE BUILDERS PRIVATE LIMITED, a company having its registered office at 4/7A, Acharya Jagadish Chandra Bose Road, Calcutta- 700 017, P.S. Park Street, hereafter called "the PURCHASER" (which expression shall include its successors-in-interest and/or assigns) of the THIRD PART.

WHEREAS:

A. Montaj Ali Mondal and Anbal Ali Mondal, both sons of Bahujan Mondal, Morium Bibi, wife of Muson Sarang and Bahar Ali Mondal and Meher Ali Mondal, both sons of Abu Mondal, all hereafter collectively called "MONTAJ ALI MONDAL & ORS." were Rayati Mokarari tenants in respect of 26 (Twenty Six) Decimals of land equivalent to 15 (Fifteen) Cottahs and 6 (Six) Chittacks in C.S. Daq No. 1307, Khatian No. 44, Touz No. 145, R.S. No. 235, J.L. No. 13, Mouza Kasba, Pargana Kolkata, Police Station Tollygunge (now Kasba), Sub Registry Alipore, within Tollygunge Municipality (now within Calcutta Municipal Corporation), District 24 Parganas (now South 24 Parganas), hereafter called "the FIRST PREMISES", under the then Zaminders, Aindra Nath Das and Others.

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[Signature]

at an annual rent of Rs. 7/- (two) and annas 8 (Eight) and while Montaj Ali Mondal & Ors., were in possession and enjoyment of the First Premises, it was recorded in their names in the finally published record of rights;

B. The First Premises was originally recorded as agricultural land but Montaj Ali Mondal & Ors., converted the same into homestead and constructed residential structures thereon;

C. By a Benpali Kowala (Sale Deed) dated the 25th March, 1930 between Montaj Ali Mondal & Ors., therein called the Vendors of the One Part and Sheikh Baru Mistry, Sheikh Noor Mohammed Mistry and Sheikh Sohan Mistry, all sons of Haran Mistry, therein and hereafter jointly called "the ORIGINAL PURCHASERS" of the Other Part and registered in the Office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 41, at Pages 98 to 100, Being No. 1039 for the year 1930, Montaj Ali Mondal & Ors., sold and conveyed the entirety of the First Premises to the Original Purchasers, at or for the consideration therein mentioned;

D. Sometime thereafter, Sheikh Baru Mistry died unmarried and intestate, leaving behind him surviving his father, Sheikh Haran Mistry as his sole heir who inherited the entirety of his undivided share in the First Premises;

E. Sometime thereafter, Sheikh Haran Mistry died intestate leaving behind him surviving his widow, two sons, namely Sheikh Noor Mohammed Mistry and Sheikh Sohan

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Histry and three daughters, namely, Mussamat Amina Bibi, Mussamat Samiran Bibi and Mussamat Tooni Bibi as his sole heirs and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Sheikh Hasan Histry in the First Premises;

F. Some time thereafter, Sheikh Noor Mohammed Histry died intestate, leaving behind him surviving his mother, his wife Mussamat Behtal Bibi, four sons, namely, Oli Mohammed, Khalek Mohammed, Malek Mohammed and Sohrab Mohammed and three daughters, namely, Mussamat Begum Bibi, Mussamat Jafajadi Bibi and Mussamat Noor Mehar Bibi as his sole heirs and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Noor Mohammed Histry in the First Premises;

G. Sometime thereafter, the said widow of Late Sheikh Hasan Histry died intestate, leaving behind her surviving her son Sheikh Sovan Histry and three daughters, namely, Mussamat Amina Bibi, Mussamat Samiran Bibi and Mussamat Tooni Bibi as her sole heir and heiresses who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of the said widow of Sheikh Hasan Histry in the First Premises;

H. Mussamat Amina Bibi, a childless widow, died intestate, leaving behind her surviving her brother, Sheikh Sovan Histry and two sisters, namely, Mussamat Samiran Bibi

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and Mussamat Fooni Bibi as her sole heir and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Amina Bibi in the First Premises;

2. Mussamat Samira Bibi died intestate, leaving behind her surviving three sons, namely, Ashgar Ali Mondal, Akbar Ali Mondal and Jynal Ali Mondal as her sole heirs, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Samira Bibi in the First Premises;

3. Mussamat Beema Bibi died intestate leaving behind her surviving four sons, namely, Oli Mohammad, Khalek Mohammad, Malek Mohammad and Shorab Mohammad and three daughters, namely Begum Bibi, Shahjadi Bibi and Noor Nihar Bibi as her sole heirs and heiresses, who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Beema Bibi in the First Premises;

4. In the circumstances, Sheikh Govan Histry, Mussamat Fooni Bibi, Oli Mohammad, Khalek Mohammad, Malek Mohammad, Shorab Mohammad, Begum Bibi, Shahjadi Bibi, Noor Nihar Bibi, Ashgar Ali Mondal, Akbar Ali Mondal and Jynal Ali Mondal, hereafter collectively called "SK. GOVAN HISTRY & ORS.", jointly (in shares specified under the Mohammedan Law) became the absolute owners of the First Premises;

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L. By an Agreement dated 5th August, 1991, hereafter called "the FIRST AGREEMENT", between the First Confirming Party, the Seventh Confirming Party, the Tenth Confirming Party, the Second Confirming Party, the Third Confirming Party, one Megh Nath Banerjee and the Vendor herein, therein jointly and/or severally called the First Parties of the One Part and SK. Sovan Mistry And Ors., therein jointly and/or severally called the Second Parties of the Other Part, SK. Sovan Mistry and Ors., agreed to sell, transfer and convey or caused to be sold, transferred and conveyed the entirety of the First Premises to and unto the First Parties therein (in specified undivided shares), for the consideration therein mentioned;

M. Sometime thereafter, Mussamat Tooni Bibi died intestate leaving her surviving two sons, namely, Yusuf Khan and Isha Khan as her sole heirs who jointly (in shares specified under the Mohammedan Law) inherited the undivided share of Late Tooni Bibi in the First Premises BUT SUBJECT TO the benefits and obligations under the First Agreement;

N. In the circumstances, (1) Sheikh Sovan Mistry, (2) OI Mohammed, (3) Khalek Mohammed, (4) Halek Mohammed, (5) Sohrab Mohammed, (6) Mussamat Noor Nihar Bibi, (7) Mussamat Begum Bibi, (8) Mussamat Shahjadi Bibi, (9) Ashfar Ali Mondal, (10) Akbar Ali Mondal, (11) Joyntal Ali Mondal, (12) Yusuf Khan and (13) Isha Khan, hereafter collectively called "THEIR SHYKH SOVAN MISTRY AND TWELVE OTHERS", who were all governed by the Sunni

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School of Mohammedan Law, jointly (in shares specified under the Mohammedan Law) became the absolute owners of the First Premises, having the following shares :

1)	Sheikh Sovan Histry	-	71/144th Share
2)	Dil Mohammad	-	25/396th Share
3)	Khalak Mohammad	-	25/396th Share
4)	Kaliek Mohammad	-	25/396th Share
5)	Sohrab Mohammad	-	25/396th Share
6)	Mussamat Noor Nahar Bibi	-	25/792th Share
7)	Mussamat Begum Bibi	-	25/792th Share
8)	Mussamat Shahajadi Bibi	-	25/792th Share
9)	Ashgar Ali Mondal	-	23/864th Share
10)	Akbar Ali Mondal	-	23/864th Share
11)	Joyhal Ali Mondal	-	23/864th Share
12)	Yusuf Khan	-	23/576th Share
13)	Isa Khan	-	23/576th Share

G. In the meanwhile, the First Premises was brought within the Jurisdiction of the Calcutta Municipal Corporation and was numbered as Premises No. 89, Bose Park Road, Calcutta;

P. Pursuant to the First Agreement, by a Conveyance dated 20th November, 1921 between Sheikh Sovan Histry and Twelve Others, therein called the Vendors of the One Part and the First Parties under the First Agreement (including the Vendor herein), therein called the Purchasers of the Other Part and registered in the Office of the District Sub Registrar at Alipore in Book No. 1, Volume No. 280, at Pages 474 to 497, Being No.

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16829 for the year 1991. the Vendors therein sold, transferred and conveyed to the Purchasers therein the entirety of the First Premises, for the consideration therein mentioned, in the following specified shares :

- | | | | |
|----|------------------------------|---|---|
| 1) | Hare Krishna Prasad | - | Undivided 7 (Seven) Cottaks 3 (Three) Chittaks. |
| 2) | Shambhu Nath Neotia | - | Undivided 7 (Seven) Cottaks 3 (Three) Chittaks. |
| 3) | Swapn Kumar Banerjee | - | Undivided 4 (Four) Chittaks. |
| 4) | (Smt.) Madhabi Banerjee | - | Undivided 3 (Three) Chittaks. |
| 5) | (Smt.) Kanna Mukherjee | - | Undivided 3 (Three) Chittaks. |
| 6) | Himaja Prasad Bhattacharjee- | | Undivided 3 (Three) Chittaks. |
| 7) | Hugh Nath Banerjee | - | Undivided 3 (Three) Chittaks. |

G. In the circumstances the Vendor herein has become the owner of an undivided 3 (Three) Chittaks of land out of the First Premises:

H. Momin Ali Shaikh was a kofa tenant in respect of 91 (Ninety One) Decimals of partly homestead, partly garden and partly agricultural lands with residential structures thereon, appertaining to C. S. Khatian No. 114, contained in Dag Nos. 1312, 1313, 1318, 1305, 1306 A 1316 Tour) No. 149, J.L. No. 13, H.S. No. 233, Pargana Kolikata, Mouza Kasba, under Police Station Kasba (formerly Tollygunge), District 24 Parganas (South) (formerly 24 Parganas), Sub-Registry Office

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Alipore, previously under Tollygunge Municipality now under Calcutta Municipal Corporation, hereafter called "the SECOND PREMISES", under the then landlords, Abdul Wahed Sarker and others, at an annual rent of Rs.21/-;

- M. Momin Ali Sheikh was a Sunni Muslim and while he was in possession and enjoyment of the Second Premises, he died leaving behind him surviving his only widow Alekjan Bibi and two sons, namely Sheikh Aminuddin and Sheikh Hormuz Ali as his only heiress and heirs, who jointly (in shares specified under the Mohammedan Law) inherited the Second Premises and were in joint possession and enjoyment of the same;
- T. Sometime thereafter, Sheikh Aminuddin died leaving behind him surviving his mother Alekjan Bibi, his wife Mowina Bibi, his daughter Asia Bibi and his brother Sheikh Hormuz Ali as his only heiresses and heirs, who jointly (in shares specified under the Mohammedan Law) inherited the share of Late Sheikh Aminuddin in the Second Premises;
- U. Sometime thereafter, Alekjan Bibi died leaving behind her surviving her son Sheikh Hormuz Ali as her only heir, who inherited the entire share of Late Alekjan Bibi in the Second Premises;
- V. Sometime thereafter, Mowina Bibi died leaving behind her surviving her daughter Asia Bibi as her only heiress, who inherited the entire share of Late Mowina Bibi in the Second Premises;

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- M. In the circumstances, Sheikh Hormuz Ali and Asia Bibi jointly (in shares specified under the Mohammedan Law) became the sole and absolute owners of the Second Premises;
- X. While Sheikh Hormuz Ali and Asia Bibi were in joint possession and enjoyment of the Second Premises, disputes arose between them and Asia Bibi filed Partition Suit No. 47 of 1956 against Sheikh Hormuz Ali in the Third Court of the Sub-Judge at Alipur, hereafter called "the PARTITION SUIT" for partition of the Second Premises by metes and bounds;
- Y. By a contested decree passed on 6th August, 1968 in the Partition Suit, Asia Bibi's share in the Second Premises, hereafter called "ASIA'S PORTION" and Sheikh Hormuz Ali's share in the Second Premises, hereafter called "SHEIKH HORMUZ ALI'S PORTION" were declared;
- Z. A portion of the Second Premises admeasuring 40 (Forty) Cottahs more or less was brought within the jurisdiction of the Calcutta Municipal Corporation and was numbered as Premises No. 8, Bosa Pukur Road, Calcutta, hereafter called "the SAID PORTION OF SECOND PREMISES";
- ZA. The share allotted to Asia Bibi under the Partition Suit comprised of a demarcated portion of the Said Portion of the Second Premises admeasuring 11 (Eleven) Cottahs, more or less and the same is hereafter called "ASIA'S SHARE OF THE SAID PORTION";

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- 2B. The share allotted to Sheikh Hormuz Ali under the Partition Suit comprised of the deascended balance portion of the Said Portion Of The Second Premises admeasuring 29 (Twenty Nine) Cottans, more or less and the same is hereafter called "HORMUZ'S SHARE OF THE SAID PORTION";
- 2C. By a Bengali Haba (Deed of Gift) dated 17th February, 1967 between Sheikh Hormuz Ali, therein called the Donor of the One Part and Baharan Bibi, wife of Sheikh Hormuz Ali, therein called the Donee of the Other Part and registered in the Office of the Sub-Registrar, Bahala in Book No. I, Volume No. 11, at Pages 180 to 184, Being No. 999 for the year 1967, the Donor therein gifted and transferred an undivided portion of Hormuz's Share Of The Said Portion admeasuring 44 (Forty Four) Decimals, equivalent to 26 (Twenty Six) Cottans, more or less, to and unto the Donee therein, free from all encumbrances;
- 2D. By a Bengali Kobala (Deed of Sale) dated 12th January, 1974 between Baharan Bibi therein called the Vendor of the One Part and the Vendor herein therein called the Purchaser of the Other Part and registered in the Office of the Sub-Registrar of Alipore at Alipore in Book No. I, Volume No. 23 at Pages 137 to 140, Being No. 161 for the year 1974, the Vendor therein sold, transferred and conveyed an undivided portion of Hormuz's Share Of The Said Portion as acquired by Baharan Bibi admeasuring 8 (Eight) Decimals equivalent

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to 5 (Five) Cottahs more or less to and unto the Purchaser therein for the consideration therein mentioned and free from all encumbrances.

1E. In the circumstances, the Vendor herein became the sole and absolute owner of undivided 5 (Five) Cottahs of land, being a portion of the Second Premises;

1F. By diverse other conveyances, details whereof are mentioned in the FIRST SCHEDULE hereto, the First Confirming Party, the Second Confirming Party, the Third Confirming Party and Late Megh Nath Banerjee purchased the balance portion of Hormuz's Share Of The Said Portion;

1G. By another Conveyance dated 9th August, 1991 and registered in the Office of the District Registrar Alipore in Book No. J, Volume No. 103, at Pages 350 to 373, Being No. 12364 for the year 1991, the First Confirming Party, the Seventh Confirming Party and the Tenth Confirming Party jointly but in specified shares purchased the entirety of Asia's Share Of The Said Portion from Asia Bibi, free from all encumbrances, for the consideration therein mentioned;

1H. In the circumstances and by virtue of the aforesaid purchases and transfers:

a) The entirety of the First Premises came to be owned by the Vendor, the First Confirming Party, the Second Confirming Party, the Third Confirming

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Party, the Seventh Confirming Party, the Tenth Confirming Party and Late Megnath Banerjee, jointly but in specified shares;

b) Hormuz's Share Of The Said Portion came to be owned by the Vendor, the First Confirming Party, the Second Confirming Party, the Third Confirming party and Late Megnath Banerjee jointly but in specified shares;

c) Axis's Share Of The Said Portion came to be owned by the First Confirming Party, the Seventh Confirming Party and the Tenth Confirming Party jointly but in specified shares;

XI. By an Agreement dated 9th August, 1991, hereafter called "the SECOND AGREEMENT" between the Vendor, the First Confirming Party, the Second Confirming Party, the Third Confirming Party and Late Megh Nath Banerjee therein jointly and/or severally also called the Vendors of the One Part and the Seventh Confirming Party, The Eighth Confirming Party, the Ninth Confirming Party, the Tenth Confirming Party and the Eleventh Confirming Party therein jointly and/or severally called the Purchasers and hereafter collectively called "the AGREEMENT HOLDERS" of the Other Part, the Vendors therein agreed to sell, transfer and convey the entirety of their respective right, title and interest in Hormuz's Share Of The Said Portion to the Purchasers therein i.e. the Agreement Holders, for the consideration therein mentioned.

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23. In pursuance of the Second Agreement, the Vendor has received from the Agreement Holders an advance of Rs.17,250/- (Rupees Seventeen Thousand Two Hundred And Fifty) only for and towards sale of his Undivided 5 (Five) Cottahs and 3 (Three) Chittacks of land with structures out of Hormuz's Share Of The Said Portion;

24. The First Premises and the Said Portion Of The Second Premises (comprising of Hormuz's Share Of The Said Portion and Asis's Share Of The Said Portion) are contiguous and adjoin each other and hence the respective owners thereof applied to the Calcutta Municipal Corporation for amalgamation of the same and upon such application the same was amalgamated into a single Municipal Holding and renumbered as Premises No. 8, Bose Pukur road, Calcutta, and the same is more fully described in the SECOND SCHEDULE hereto and hereafter called "the AMALGAMATED PREMISES";

25. The undivided share and/or interest of the Vendor in the Amalgamated Premises is 5 (Five) Cottahs and 3 (Three) Chittacks, more or less (comprising of 3 (Three) Chittacks out of the First Premises and 5 (Five) Cottahs out of Hormuz's Share Of The Said Portion] and such share of the Vendor of the Amalgamated Premises is morefully described in the THIRD SCHEDULE hereto and hereafter called "the VENDOR'S PORTION";

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29. The Vendor, the First Confirming Party to the Third Confirming Party, the Seventh Confirming Party to the Eleventh Confirming Party and one Megh Nath Banerjee, since deceased have jointly submitted a plan for sanction to the Calcutta Municipal Corporation, hereafter called "the SUBMITTED PLAN" for construction of building and/or buildings on the Assiganted Premises which Plan is pending sanction,

30. The Agreement Holders, not being desirous of completing the purchase of the Vendor's Share in Horauz's Share Of The Said Portion (which is an integral part of the Vendor's Portion) has nominated the Purchaser herein to receive the Said Conveyance and have requested the Vendor to complete the sale thereof in favour of the Purchaser herein in terms of the Second Agreement TOGETHER WITH a like share in the benefit of the Submitted Plans and the Vendor has accepted such request of the Agreement Holders:

30. The Vendor has also agreed to sell to the Purchaser his share in the First Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, free from all encumbrances. Thus in effect, the Vendor has agreed to sell to the Purchaser herein the entirety of the Vendor's Portion to the Purchaser, in its independent capacity (in so far as the Vendor's Share of the First Premises is concerned) and as the nominee of the Agreement Holders (in so far as the Vendor's Share in Horauz's Share Of The Said Portion is concerned) at or

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for a total consideration of Rs.3,11,250/- (Rupees Three Lacs Eleven Thousand Two Hundred And Fifty) only (which includes the advance received by the Vendor from the Agreement Holders under the Second Agreement);

19. Late Nagnath Banerjee who a co-sharer of the Vendor in respect of Horruz's Share Of The Said Portion and who was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind his surviving the Fourth Confirming Party (wife), the Fifth Confirming Party (son) and the Sixth Confirming Party (married daughter) as his only heirs and heir and as such the Fourth Confirming Party, the Fifth Confirming Party and the Sixth Confirming Party have jointly and in equal shares become entitled to the undivided share and/or interest of Late Nagnath Banerjee in Horruz's Share Of The Said Portion;

20. The sale being made hereunder is free from all encumbrances of any and every nature whatsoever and the Vendor is transferring to the Purchaser a good and marketable title;

21. In as much as the Confirming Parties are the co-sharers of the Vendor in respect of the Allocated Premises, they have joined this Conveyance to confirm and place on record that they have no objection to the sale being made by the Vendor hereunder and in as much as the Seventh Confirming Party, the Eighth Confirming Party, the Ninth Confirming Party, the Tenth Confirming Party and the Eleventh Confirming Party (i.e. the Agreement

Holders) have nominated the Purchaser to take a conveyance of the Vendor's Share in Horruz's Share Of The Said Portion by virtue of the Second Agreement, they have also joined this Conveyance to confirm that they have made such nomination in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH THAT:

I. In pursuance of the said agreement and in consideration of a sum of Rs. 3,11,250 /- (Rupees Three Lacs Eleven Thousand Two Hundred And Fifty) only paid by the Purchaser to the Vendor at or before the execution of these presents (receipt whereof the Vendor doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof, forever release, discharge and acquit the Purchaser and the Vendor's Portion of the Amalgamated Premises), the Vendor doth hereby grant, sell, transfer, convey, assign and assure and the Confirming Parties do and each of them doth confirm unto the Purchaser the Vendor's Portion of the Amalgamated Premises, being an undivided 5 (Five) Cottaks and 3 (Three) Chittacks of land out of Municipal Premises No. 8, Bose Pukur Road, (formerly 8 and 8B, Bose Pukur Road) Calcutta, the Amalgamated Premises being more fully described in the SECOND SCHEDULE hereto and delineated on the Map or Plan annexed hereto and bordered "B" thereon and the Vendor's Portion thereof being more fully described in the THIRD SCHEDULE TOGETHER WITH a like share in the

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benefit of the Submitted Plans hereto OR HOWEVER
OTHERWISE the Vendor's Portion of the Amalgamated
 Premises, now are or is or at any time heretobefore
 were or was situate, butted and bounded, called, known,
 numbered, described and distinguished TOGETHER WITH all
 areas, fences, passages, sewers, drains, water, water
 courses, trees, fixtures, benefits, advantages and all
 manner of former or other rights, liberties, accretions,
 privileges, appendages and appurtenances whatsoever
 belonging to the Vendor's Portion of the Amalgamated
 Premises, or in anywise appertaining thereto or any
 part thereof, usually held, used, occupied, accepted,
 enjoyed, reputed or known as part or parcel or member
 thereof or appurtenant thereto AND the reversion or
 reversions, remainder or remainders and all rents,
 issues and profits thereof and all and every part
 thereof, hereby granted, sold, conveyed, transferred,
 assigned and assured or expressed or intended as to be
AND all the estate, right, title, interest,
 inheritance, use, trust, property, claim and demand
 whatsoever both at law and in equity of the Vendor
 into, upon or in respect of the Vendor's Portion of the
 Amalgamated Premises, or any part thereof AND all
 deeds, pattas, muniments, writings and evidences of
 title relating to the Vendor's Portion of the
 Amalgamated Premises TOGETHER WITH a like share in the
 benefit of the Submitted Plans, or any part thereof
 which now are or were or hereafter shall or may be in
 the custody, power or possession of the Vendor or any
 person or persons from whom the Vendor can or may
 procure the same without any action or suit at law or

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in equity TO HAVE AND TO HOLD the Vendor's Portion of the Amalgamated Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, and all and singular the lands, hereditaments, messuages, benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, trusts, liens, dispendans, charges, attachments, requisitions, acquisitions and alignments whatsoever.

II. THE VENDOR AND THE CONFIRMING PARTIES DO AND EACH OF THEM BOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

1) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by the Confirming Parties or by any of their predecessors or ancestors-in-title, done or executed or knowingly suffered to the contrary, the Vendor is now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the Vendor's Portion of the Amalgamated Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner

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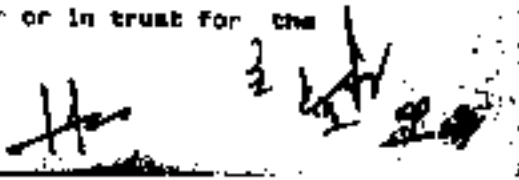
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aforesaid;

- ii) AND THAT notwithstanding any act, deed, matter or thing done as aforesaid, the Vendor now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Vendor's portion of the Amalgamated Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, and all properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents;

- iii) AND THAT the Vendor's Portion of the Amalgamated Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, and all other properties, rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now, free from all other encumbrances, demands, claims, charges, liens, attachments, leases, liens, mortgages, debts or trusts made or suffered by the Vendor or by the Confirming Parties or any person or persons having or lawfully claiming any estate or interest in the Vendor's Portion of the Amalgamated Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, from under or in trust for the

K.M



Vendor or the Confirming Parties;

iv) AND THAT the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly, enter into, hold, possess, use and enjoy the Vendor's Portion of the Assessed Premises, and every part thereof and receive the rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be, unto and to the Purchaser, in the manner aforesaid and every part thereof, without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or by the Confirming Parties or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor or the Confirming Parties;

v) AND THAT the Purchaser shall be and shall remain free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expenses of the Vendor, and every person or persons having or lawfully, rightfully or equitably claiming as aforesaid and effectually saved, defended, kept harmless and indemnified of, from and against all manner of former and other estate, charges, liens, debts, attachments,

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mortgages, leases, tenancies, occupancies, rights, restrictions, covenants, liens, mortgages, easements, debentures, trusts, acquisitions, requisitions, assignments, claims, demands, liabilities and encumbrances whatsoever suffered or created by the Vendor or any of the predecessors-in-title of the Vendor or any person lawfully, equitably claiming as aforesaid;

vi) AND THAT the Vendor shall indemnify and keep the Purchaser absolutely discharged, saved, harmless and kept indemnified against all encumbrances, liens, attachments, mortgages, easements, debentures, trusts, claims and demands whatsoever created, occasioned or made by the Vendor or any person lawfully or equitably or rightfully claiming as aforesaid in respect of the Vendor's Portion of the Assigned Premises TOGETHER WITH a like share in the benefit of the Submitted Plans ;

vii) AND THAT the Vendor and the Confirming Parties and all persons having or lawfully, rightfully or equitably claiming any estate or interest in the Vendor's Portion of the Assigned Premises TOGETHER WITH a like share in the benefit of the Submitted Plans, or any part thereof from under or in trust for the Vendor or the Confirming Parties shall and will, from time to time and at all times hereafter, at the request and costs of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters or

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things whatsoever for further better or more perfectly assuring the Vendor's Portion of the Amalgamated Premises TOGETHER WITH a like share in the benefit of the Submitted Plans and every part thereof and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid, as shall or may be reasonably required;

viii) AND THAT the Vendor or the Confirming Parties have not, at any time heretofore, done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Vendor's Portion of the Amalgamated Premises, TOGETHER WITH a like share in the benefit of the Submitted Plans and other benefits and rights, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached, encumbered or affected in title;

ix) AND ALSO THAT the Seventh Confirming Party, the Eighth Confirming Party, the Ninth Confirming Party, the Tenth Confirming Party and the Eleventh Confirming Party have nominated the Purchaser to receive this Conveyance (in so far as the Vendor's undivided share in Hormuz's Share Of The Said Portion is concerned) and have no objection to the sale being made hereunder by the Vendor in favour of the Purchaser;

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THE FIRST SCHEDULE:

(Details of the Conveyances by which Haruz's
Share of the Said Portion have been purchased)

Name of the Purchaser	Date of Deed	Details of Deed	Area purchased
1. Swapan Kumar Banerjee (Sst.) Madhavi Banerjee	17.2.67	Bengali Kobaia - Jt. Sub-Registrar, Alipore at Behala - I/11/174-179/898/67	22 Decimals
2. Swapan Kumar Banerjee (Sst.) Kamala Mukherjee	24.7.67	Bengali Kobaia - Sub-Registrar, Alipore I/108/33-38/5528/67	10 Decimals
3. Nagn Nath Banerjee	12.1.74	Bengali Kobaia - Sub-Registrar, Alipore at Alipore I/9/145-149/162/74	8 Decimals

THE SECOND SCHEDULE :

(The Amalgamated Premises)

ALL THAT the piece and parcel of land TOGETHER WITH dwelling houses, messuages, tenements, erect and/or built thereon measuring 55 (Fifty Five) Cottahs more or less, situate, lying at and being Premises No. 8, Bose Pukur Road (formerly 8 and 8B, Bose Pukur Road), Calcutta - 700 042, Police Station Kasba (formerly Tollygunge), District South 24 Parganas (formerly 24 Parganas), Sub-Registration Office Alipore, within Ward No. 67 of the Calcutta Municipal Corporation delineated on the Map or Plan annexed hereto, bordered "GID" thereon and butted and bounded as follows :

K.M.
3/1/74

ON THE NORTH : By lands in C.S. Dag Nos. 1300, 1304 and 1308;

ON THE EAST : Partly by land in C.S. Dag No. 1310 and partly by land in C.S. Dag No. 1311;

ON THE SOUTH : By Municipal Road known as Doss Pukur Road;

ON THE WEST : Partly by land in C.S. Dag No. 1314 and partly by land in C.S. Dag No. 1317;

THE THIRD SCHEDULE :

(The Vendor's Portion)

ALL THAT the undivided 5 (Five) Cottahs and 3 (Three) Chittacks, more or less of land TOGETHER WITH undivided share in the dwelling house, messuages and tenements measuring 625.83 sqft. out of the Assiguated Premises morefully described in the FIRST SCHEDULE herewithabove

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

EXECUTED AND DELIVERED by the VENDOR at Calcutta in the presence of:

- 1. Tapas Kar
- 2. *[Signature]*

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[Handwritten Signature]

EXECUTED AND DELIVERED by the
CONCERNING PARTIES at

Calcutta in the presence of:

- 1. Tapas KSV
6/7A, A.S.C. Park Rd.
Calcutta.
- 2. Soumitra Chatterjee
6/7A, A.S.C. Park Road
Cal. 17

Sajan Kumar
Hare Krishna Prasad
Sammata Ghosh.
Vishnu Prasad
Aradhna Devi Prasad.
Swapan Kumar Banerjee
for self and late Anjan
Banerjee, int. Sanyal
and for late Anjan
as constituted power
attorney

Kamala Nath
for self and Smt
Madhavi Banerjee as
constituted attorney

DATED THE 9th DAY OF April, 1999

BETWEEN

HIMAJA PRABHA BHATTACHARJEE
.... VENDOR

SWAPAN KUMAR BANERJEE & DRB
.... CONFIRMING PARTIES

AND

NEW BALLYGUNGE BUILDERS PVT. LTD.
.... PURCHASER

CONVEYANCE



M/S. S. JALAN & COMPANY
ADVOCATES,
6/7A, A. J. BOSE ROAD,
CALCUTTA-700 017

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser
the withinmentioned sum of Rs. 3,11,250/-
(Rupees Three Lacs Eleven Thousand Two
Hundred And Fifty) for sale of the
Vendor's Portion in the Amalgamated
Premises in the following manner.

<u>Cash</u>	<u>Date</u>	<u>Bank</u>	<u>Amount</u>
Cash	9-2-91	—	Rs. 17,250/-
CASH	9-4-99	—	Rs. 2,94,000/-

H/2

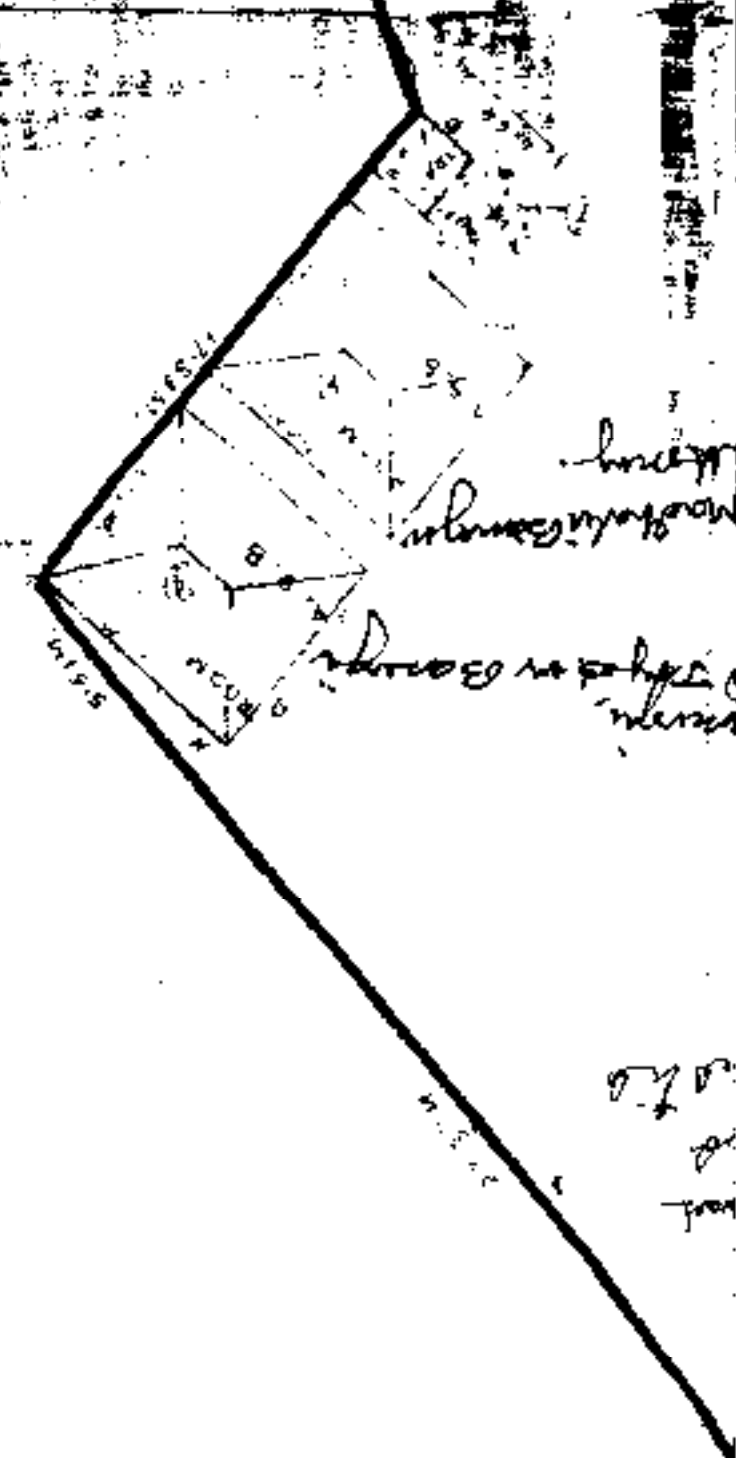
WITNESSES

1. Tapsu Kaur

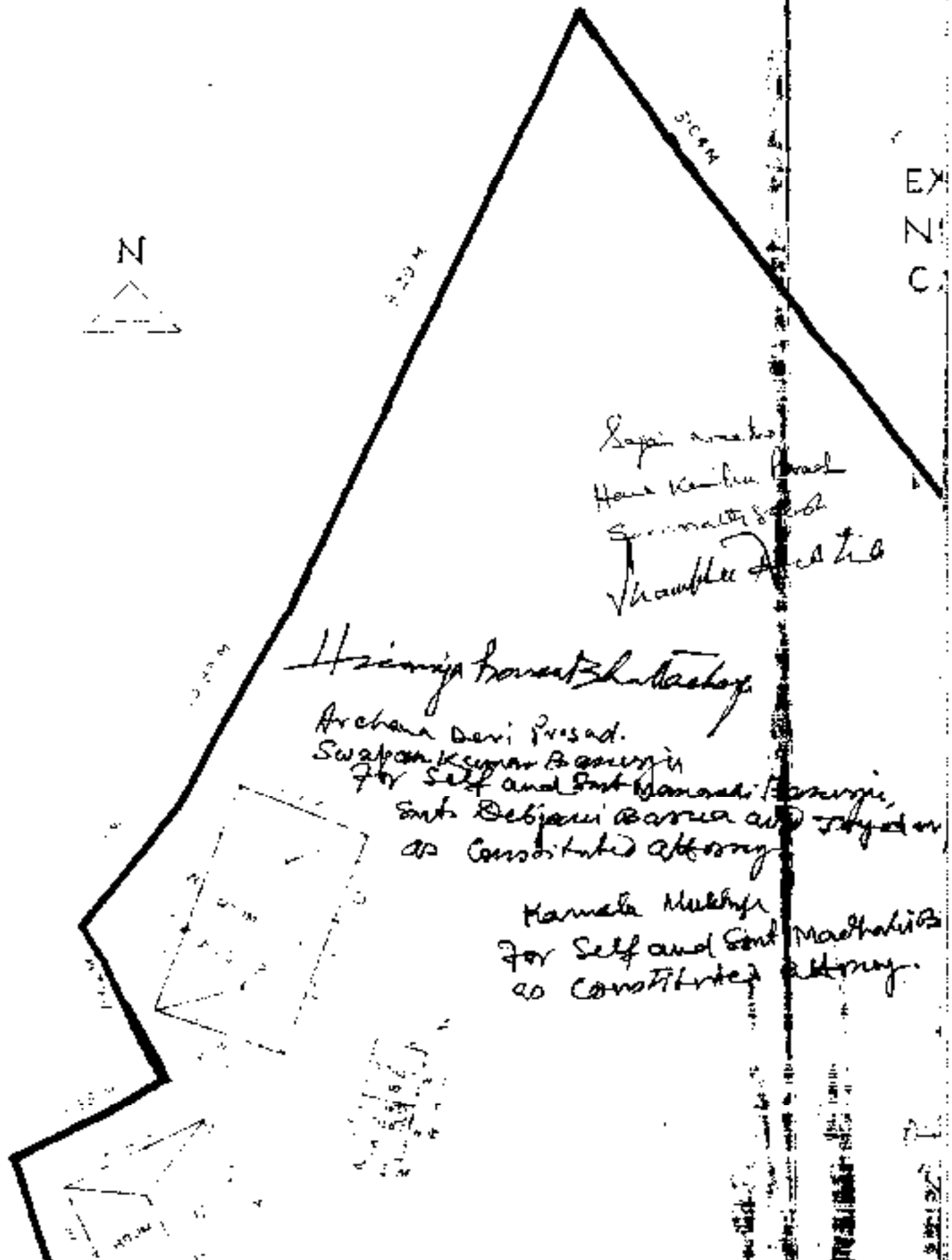
2. *Sanjay Chandra*

H. J. Jain & Co.

1. 11.8 x 5.6 = 66.08 sq. m.
 2. 11.8 x 5.6 = 66.08 sq. m.
 3. 11.8 x 5.6 = 66.08 sq. m.
 4. 11.8 x 5.6 = 66.08 sq. m.
 5. 11.8 x 5.6 = 66.08 sq. m.
 6. 11.8 x 5.6 = 66.08 sq. m.
 7. 11.8 x 5.6 = 66.08 sq. m.
 8. 11.8 x 5.6 = 66.08 sq. m.
 9. 11.8 x 5.6 = 66.08 sq. m.
 10. 11.8 x 5.6 = 66.08 sq. m.



CALCUTTA.
 NO. 8 BOSE PUKUR ROAD.
 EXISTING PLAN FOR PREMISES



C. N. EX

Sajan aarak
Hare Krishna Prasad
Sumantra Singh
Vishambhar Datta

H. Srinivas Prasad Chatterjee

Archana Devi Prasad.

Swapan Kumar Banerjee

For Self and Smt. Manasi Banerjee,
Smt. Debjani Banerjee and Smt. Jaydora
as Constituted attorney.

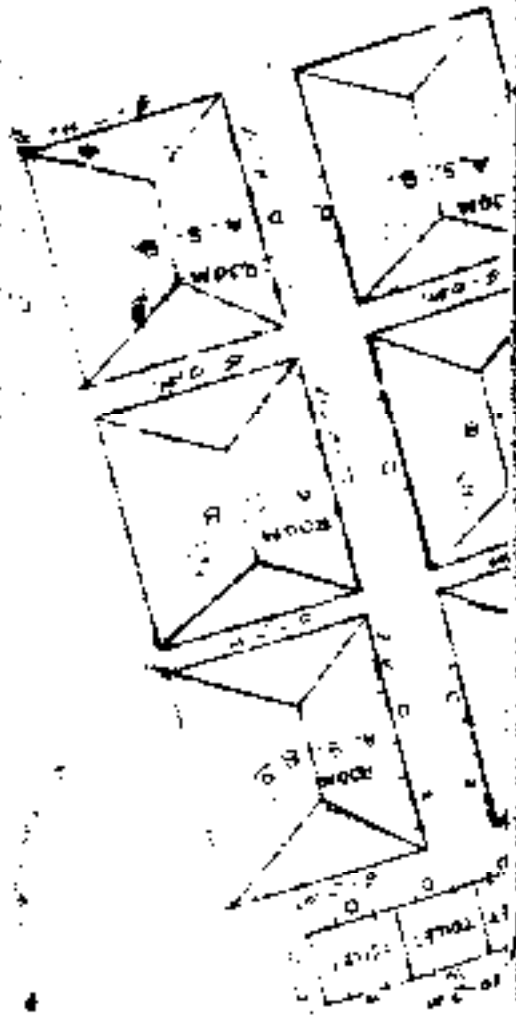
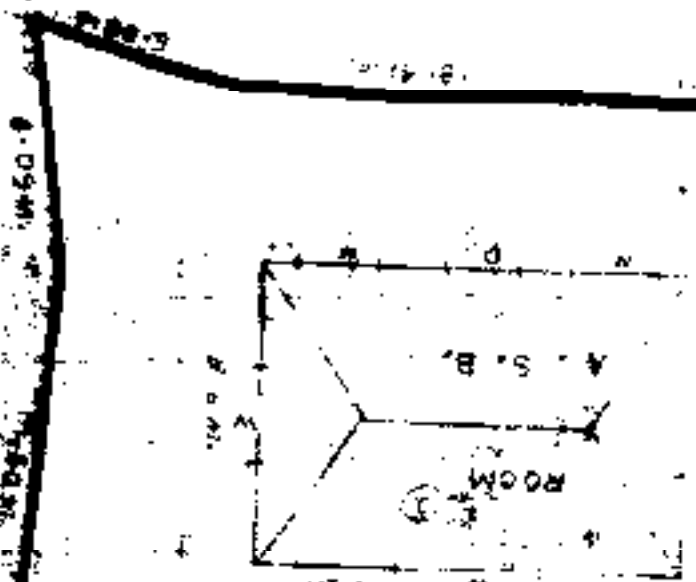
Kamala Mukherjee
For Self and Smt. Madhulika
as Constituted attorney.



ROAD

BOSE

WOLF

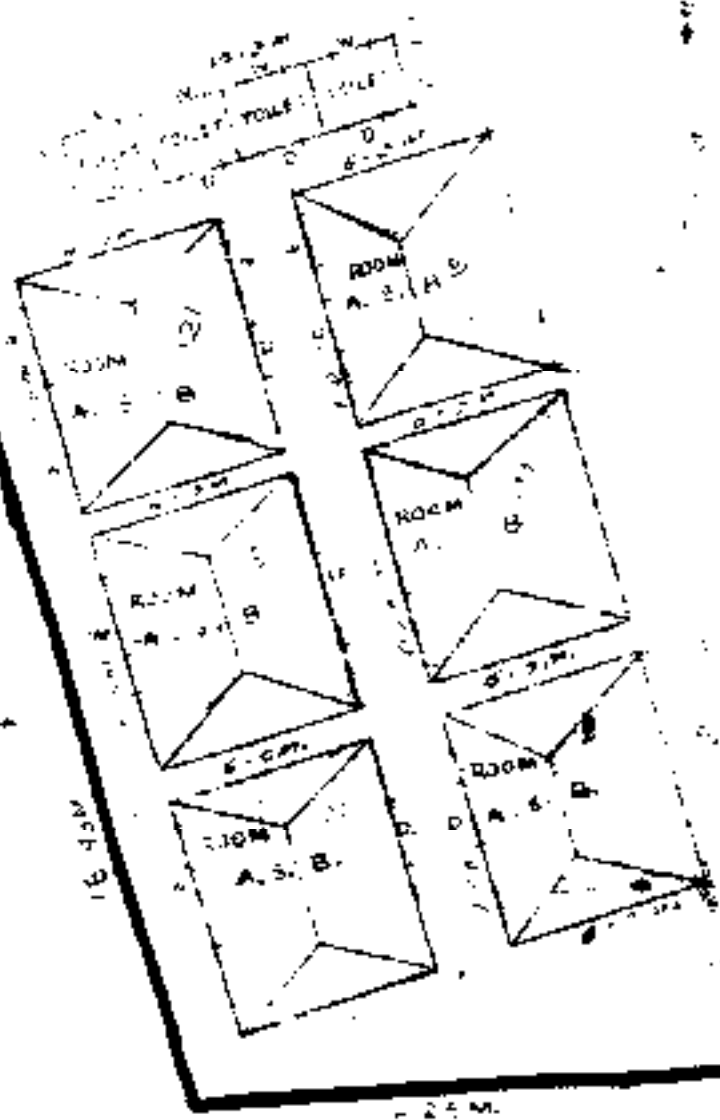


21.04 M

3.60 M

16.75 M

2.25 M



0.003 IN. = 1 MILE R/SR

BOOK No. _____
Volume No. _____
Page No. _____
Index No. 18415
for the year 2006

[Signature]
Additional Register of Assurances
Calcutta.
16/1/07

[Signature]
Additional Register of Assurances
Calcutta.

Accounted
16/1/07

Book- I,Page form- 1 to 36

Deed No- 190118415,

Deed Year- 2006.



Digitally signed by DEBASIS PATRA

Date: 2019.02.15 17:41:52 +05:30

Reason: Digital Signing of Deed.

(Debasis Patra) 15-02-2019 17:41:51

Additional Registrar of Assurances-I,Kolkata

West Bengal.