

THIS DEED OF CONVEYANCE made on this day of November Two thousand Six

#### BETWEEN

RADITA SINGH wife of Churudayal Singh, aged about 80 years, by faith Hindul by occupation-Housewife, residing at 40/1, Beltala Road, P.S. Ballygunge, Kolkata, hereinafter referred to as the VENDOR (which term or expressions unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the FIRST

PART.

# 7,13 K-S. ROYRD

ADITYA CHIRIMAR

APNAPAN SALES PVT. LTD. winin

Director/Authorised Signatory

PARMESHWAR VANIJYA PVT. LTD.

1.7.9. of Radha Singh by The Pen of Subhasis Balvaloorly.

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#### AND

(1) DEVRUP VANIJYA PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 135 Foreshore Road, Howrah-711102 (2) RISING VANIJYA PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 135 Foreshore Road, Howrah-711102 (3) STYLE TRACOM PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 135 Foreshore Road, Howrah-711102, (4) RISHABBDEV PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 216 Mahaima Gandhi Road, Kolkata-700007 hereinafter referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interest and assigns) of the SECOND PART.

#### **AND**

AVIJIT CHATTERJEE son of Late Debnarayan Chatterjee aged about 56 years by faith Hindu, by occupation-Business, residing at 20A, Charu Avenue, P.S. Tollygunge, Kolkata-700033, hereinafter referred to as the FIRST CONFIRMING PARTY (which term of expressions unless otherwise excluded by or repugnant to the subject or context

shall be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

#### AND

(1) SADASIV VYAPAAR PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 7, Lyons's Range, 2<sup>nd</sup> floor, Room No. 5B, Kolkata –700001, (2) PARAMESWAR VANIJYA PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 7, Lyons's Range, 2<sup>nd</sup> floor, Room No. 5B, Kolkata –700001, (3) APNAPAN SALES PRIVATE LTD, a company incorporated under the companies Act 1956, having its Registered office at 7, Lyons's Range, 2<sup>nd</sup> floor, Room No. 5B, Kolkata –700001, hereinafter referred to as the SECOND CONFIRMING PARTIES (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-Office and assigns) of the FOURTH PART.

WHEREAS One Pronab Prasad Roy was the sole and absolute owner in respect of All that piece and parcel of the land measuring about 49.5 Satak lying and situated within the Dag No. 393 Khatian 204 P.S.Tiljola, Sub-Registry Office at Alipore Mouza Laskarhat, J.L.No. 11 Touzi 2998 together with the structure standing there at hereinafter referred to as the 'Said Land'.

AND WHEREAS the said Pranab Prasad Roy on 13th November 1968 by executing a Registered Bengali Deed of Conveyance sold transferred and conveyed the entire 49.5 Satak of Land in favour of One Biswanath Debnath. The said Deed of Conveyance was registered in the office of District Sub-Registrar Alipore, South 24-Parganas and recorded in Book No. I Volume No. 127 Pages 103 to 106 being Deed No. 6645 of 1968.

AND WHEREAS the said Biswanath Debnath after purchasing the said land segregated the said land into several plots and had sold transferred and conveyed the said plots of land to different Purchasers including the Vendor herein by executing several deeds of conveyance.

Deed of Conveyance on 13<sup>th</sup> November 1968 sold transferred and conveyed 2 Cottahs of land out of the said 49.5 Satak of land owned by him in favour of the Vendor herein namely Radha Singh which is lying and situated within the Dag No. 393 Khatian No. 204 within P.S. Tollygunge, Sub-Registry Office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat District 24-Parganas, details of which is more fully and particularly mentioned in the Schedule "A" hereinafter written. The said deed of Conveyance was registered in

the office of the office of the Joint Sub-Registrar, Alipore and recorded in Book No. I Volume No. 119 being deed No. 6648 for the year 1968.

AND WHEREAS by virtue of the said purchase the Vendor herein became absolute owner in respect of 2 Cottahs of land and is in absolute and peaceful possession of their respective plots of land by mutating her name in the record of B.L.L.R.O.

AND WHEREAS during the peaceful possession the Vendor herein entered into an agreement for sale with the First Confirming Party herein on 3<sup>rd</sup> October 2003 in respect of her plot of land measuring about 2 Cottahs as fully mentioned in Schedule "A" at a consideration of Rs. 70,000/- per Cottahs and also received Rs. 20,000/- as earnest money, with certain terms and conditions.

agreed that the First Confirming Party herein has the liberty to purchase her said plot of land as mentioned the Schedule "A" herein upon payment of the remaining balance amount either by himself or through his nominee or nominees and the Vendor also agreed to execute the registered deed of conveyance either in favour of the First Confirming Party or in favour of his nominee or nominees immediately upon payment of the entire consideration amount.

holder approached the Second Confirming Parties herein for purchasing the said plot of land measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. 203, P.S. Tollygunge, sub-registry office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat, which more fully and particularly mentioned in Schedule "A" hereinafter written (hereinafter referred to as the said land)

AND WHEREAS the Second Confirming Parties herein being prima-facie satisfied regarding the marketability and the Title of the said land expressed their desire to purchase the said land either by themselves or through their Nominee or Nominees and on the basis whereof the Second Confirming Parties as Purchasers of the said land also entered into an agreement on 16<sup>th</sup> March 2006 with the Vendor and the First Confirming Party herein recording certain terms and conditions and also paid a sum of Rs.1,00,000/-(Rupees One Lac only) as an earnest money subject to the marketability of the said Plot of land.

AND WHEREAS the Vendor herein has agreed to sell her plot of land in favour of the Purchasers herein and the First and Second Confirming Parties herein also agreed to confirm the said sale by relinquishing /surrendering/assigning their respective

right title and interest as accrued by the said deed of Agreements for Sale dated 3<sup>rd</sup>

October 2003 and dated 16<sup>th</sup> March 2006.

AND WHEREAS the Second Confirming Parties being the said Agreement holder approached the Purchasers herein for purchasing the said plots of land measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. 203, P.S. Tollygunge, sub-registry office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat, which is more fully and particularly mentioned in Schedule "A" hereinafter written.

AND WHEREAS the Purchasers herein being prima-facie satisfied regarding the marketability and the Title of the said land expressed their desire to purchase 1/4<sup>th</sup> undivided Share each in respect of the said land at a total consideration of Rs.6, 50,000/-(Rupees Six Lacs Fifty Thousand only) out of which a sum of Rs. 3,00,000/- (Rupees Three Lacs only) shall be paid to the First Confirming Party and a sum of Rs.2, 00,000/-(Rupees Two Lacs Only) shall be paid to the Second Confirming Parties towards the consideration for relinquishing and/or assigning their right title and interest as they have accrued by the said deed of Agreements for Sale dated 3<sup>rd</sup> October 2003 and dated 16<sup>th</sup> March 2006 and the balance sum of Rs. 1,50,000/-(Rupees One Lac Fifty Thousand only) will be paid to the Vendor herein.

AND WHEREAS the Vendor herein considering the said consideration as reasonable agreed to sell her plot of land in favour of the Purchasers herein and the First Confirming Party and Second Confirming Party herein also agreed to confirm the said sale by relinquishing /surrendering/assigning his right title and interest as accrued by the said deed of Agreements for Sale dated 3<sup>rd</sup> October 2003 and 16<sup>th</sup> March 2006.

AND WHEREAS Purchasers herein being desirous of purchasing the said plot of land approached the Vendor and the confirming party and the Vendor and the confirming party agreed to sell the said property being Schedule "A" herein at a total consideration of Rs.6, 50,000/-(Rupees Six Lacs Fifty Thousand only) out of which a sum of Rs. Rs. 3,00,000/- (Rupees Three Lacs only) shall be paid to the First Confirming Party and a sum of Rs.2, 00,000/- (Rupees Two Lacs Only) shall be paid to the Second Confirming Parties towards the consideration for relinquishing and/or assigning their right title and interest as they have accrued by the said deed of Agreements for Sale dated 3<sup>rd</sup> October 2003 and dated 16<sup>th</sup> March 2006.

AND WHEREAS on being approached by the Purchasers herein the Vendor agreed to sell ALL THAT the piece and parcel of land to the Purchasers in equal and undivided shares measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. 203, P.S. Tollygunge, sub-registry office

Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat, at a total consideration of Rs.6, 50,000/-(Rupees Six Lacs Fifty Thousand only)

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.1, 50,000/-(Rupees One Lacs Fifty Thousand only) to the vendor and a sum of Rs. 3,00,000/- (Rupees Three Lacs only) to the First Confirming Party herein and a further sum of Rs. 2,00,000/- (Rupees Two Lacs only) aggregating a total sum of Rs.6, 50,000/-(Rupees Six Lacs Fifty Thousand only) paid by the Purchasers on or before the execution of these presents (the receipt whereof the Vendor and the First and the Second Confirming Party doth hereby as well as by the receipt hereunder written separately admit and acknowledge) the vendor do hereby grant convey assure, assign and transfer unto the Purchasers ALL THAT the piece and parcel of land measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. 203, P.S. Tollygunge, sub-registry office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat more fully and particularly described in the SCHEDULE "A" hereunder written more fully and particularly delineated in the MAP annexed hereto with border RED TOGETHER WITH all share of areas, sewers, drains, ways, paths passages,

common fences, boundary walls, waters, water courses, lights, liberties, privilege, easements and appurtenances whatsoever to the said premises belonging or in any wise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, claim and demand whatsoever of the VENDOR into or upon the said land and premises or any part thereof hereby granted conveyed, transferred, assigned and assure or expressed or intended so to be TOGETHER WITH all deeds, pattahs and muniments of title whatsoever exclusively relating to or concerning the said property or any part thereof which now are or hereafter shall or may be in the possession custody, power or control of the Vendor TO HAVE AND TO HOLD the said property hereby granted, conveyed, transferred, assigned and assured or otherwise or expressed or intended so to be Unto and to the use of the Purchasers absolutely and for ever AND the Vendor doth hereby covenant with the Purchasers that not withstanding any act deed or thing suffered by him or his predecessors in title to the contrary the Vendor hath now good right full power and absolute authority to grant convey, transfer, assign and assure ALL THAT the piece and parcel of land measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. 203 P.S. Tollygunge, sub-registry office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat proportionate share of land and premises hereby granted,

conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of Purchasers in manner aforesaid AND that the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises and receive the rests in the profits thereof without any interruption, claim or demand whatsoever from or by the Vendor or any of them or any person or person lawfully equitably claiming from under or in trust for him AND THAT free from all encumbrances, attachments, liens, lispendences, acquisitions and requisitions whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land and every part thereof unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required.

Vendor covenants that she has full power and absolute title in respect of ALL THAT the piece and parcel of land measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. 203 P.S.

Tollygunge, sub-registry office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat, and has no liability for payment of any statutory dues in respect of the said property on and from the date of execution of this Indenture and the said property has not been acquired and/or no notice of acquisition has been served upon the Vendor in respect of the said property and same is free to use forever free from all encumbrances and the Vendor doth hereby deliver possession of the said property to the Purchasers for the purpose of use and benefit of the Purchasers in the said property and the Vendor covenants with the Purchasers that in case any defect in title due to any action of the Vendor surfaces in future or in peaceful enjoyment of the said property is disturbed in any manner whatsoever the Vendor will execute necessary deed or do all such acts to remove such defects at the request and cost of the Purchasers. The First and the Second Confirming Paries herein also relinquished their all right title and interest as they have accrued by entering into the said two agreement dated 3rd October 2003 and dated 16th March 2006 in respect of ALL THAT the piece and parcel of land measuring about 2 Cottahs more fully stated in the Schedule "A" lying and situated within the Dag No. 393 Khatian No. P.S. Tollygunge, sub-registry office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat.

# THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT the piece and parcel of the land measuring about 2 Cottahs of land, lying and situated within the Dag No. 393 Khatian No. 204 within P.S. Tollygunge, Sub-Registry Office Alipore Touzi No. 2998 J.L.No. 11 Mouza Laskarhat, District 24-Parganas which is situated within the Municipal limits of Kolkata Municipal Corporation under ward No 167 more fully and particularly delineated in the MAP annexed hereto with border RED butted and bounded in the manner as follows:-

ON THE NORTH-

By the Land of Sukhdeb Prasad

ON THE SOUTH -

By the Land of Radha Rani Seth

ON THE EAST -

By the Land of Ram Narayan Seth

ON THE WEST -

By the Land of Sukhdeb Prasad

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective

hands and seals on the day, month and year first above written

SIGNED SEALED AND DELIVERED

By the Vendor at Kolkata in presence of

1. Saradender Bura FB. Kiran Shankan Roy Road. Colenland. Kead over and explained me in Hindi and I have undertook the contents the

suff Thumb supression of Son Radha Singh.

2. Basadeba Sandha T. Lyons Renge Kcu-1

SIGNED SEALED AND DELIVERED
By the one of the Director of Devrup Vanijya
Private Ltd being the Purchaser herein
at Kolkata in the presence of

DEBUP VANIJYA PVT. LTD.

- 1. Saradendu Barrer
- 2. Bosu duba Sanstra

SIGNED SEALED AND DELIVERED By the one of the Director of Rising Vanijya Private Ltd being the Purchaser herein at Kolkata in the presence of

- 1. Saradender Para
- 2. Baco deba sansha

SIGNED SEALED AND DELIVERED
By the one of the Director of Style Tracom
Private Ltd being the Purchaser herein
at Kolkata in the presence of

1. Saradenda Bana

2. Basu deba Sansha

Director | Authorised Signator v

STYLE TRACOM PVT. LTD.

Director | Authorised Signatory

SIGNED SEALED AND DELIVERED By the one of the Director of Rishab Dev Private Ltd being the Purchaser herein at Kolkata in the presence of

- 1. Saradende Para
- 2. Basudebasanda

SIGNED SEALED AND DELIVERED

By the First Confirming Party at Kolkata

in the presence of

1. Saradende Para

2. Bossudaba Sandha

SIGNED SEALED AND DELIVERED By the Sadasiv Vyapaar Private Ltd Second Confirming Parties at Kolkata in the presence of

- 1. Saradenda Pavra
- 2. Brev deba Sansha

SIGNED SEALED AND DELIVERED By the Parameswar Vanijya Private Ltd Second Confirming Parties at Kolkata in the presence of

- 1. Saradundin Bura
- 2. Basudaka sanoha

SIGNED SEALED AND DELIVERED By the Apnapan Sales Private Ltd Second Confirming Parties at Kolkata in the presence of

- 1. Saratendo Bure
- 2. Basu deba Sansha

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SADASIV VYAPAAR PVT. LTD.

Director/Authorised Standard

ADITYA CHIRIMAR

PARMESHWAR VANIJYA PVT. LTD.

Director/Authorised Signature
ADITYA CHIRIMAR

APNAPAN SALES PVT. LTD.

Director/Authorised Signator

ADITYA CHIRIMAR

RECEIVED by the Vendor from the within named Purchasers the within mentioned sum

of

Rs. 1,50,000/-

## MEMO OF CONSIDERATION

By cash paid to the Vendor by the Devrup Vanijya Private Ltd being the Purchaser No. 1 herein for a sum of

Rs. 37,500=00

By cash paid to the Vendor by the Rising Vanijya Private Ltd Private Ltd being the Purchaser No. 2 herein for a sum of

Rs. 37,500=00

By cash paid to the Vendor by the Style Tracom Private Ltd being the Purchaser No. 3 herein for a sum of

Rs. 37,500=00

By cash paid to the Vendor by the Rishab Dev Private Ltd being the Purchaser No. 4 herein for a sum of

Total

Rs. 37,500=00

(Rupees One Lac Fifty Thousand only)

WITNESS

Signature of the Vendor

Basudoba santha

**RECEIVED** by the First Confirming Party from the within named Purchasers the within mentioned sum of

Rs. 3,00,000/-

## MEMO OF CONSIDERATION

By Pay Order No. 329677 drawn on Syndicate Bank Shibpur Howrah Branch paid to the First Confirming Party by Devrup Vanijya Private Ltd being the Purchaser No. 1 herein for a sum of

Rs. 75,000=00

By Pay Order No. 329678 drawn on Syndicate Bank Shibpur Howrah Branch paid to First Confirming Party by the Rising Vanijya Private Ltd being the Purchaser No. 2 herein for a sum of

Rs. 75,000=00

By Pay Order No. 329676 drawn on Syndicate Bank Shibpur Howrah Branch paid to the First Confirming Party by the Style Tracom Private Ltd being the Purchaser No. 3 herein for a sum of

Rs. 75,000=00

By Demand Draft No. 126089 drawn on The Federal Bank Limited paid to the First Confirming Party by the Rishab Dev Private Ltd being the Purchaser No. 4 herein for a sum of

<u>Rs. 75.000=00</u>

Total

Rs.3,00,000/-

(Rupees Three Lac only)

WITNESS

Saradenda Bria

Signature of the First Confirming Party

Adudeba Sanha

RECEIVED by the Second Confirming Parties
from the within named Purchasers the within
mentioned sum of

Rs.2,00,000/-

### MEMO OF CONSIDERATION

By Cheque No. 833590, dated 09-11-2006
drawn on Syndicate Bank, Shibpur Howrah
Branch in favour of Sadasiv Vyapaar Private
Ltd being the Second Confirming Party No. 1
Paid by Devrup Vanijya Private Ltd being
the Purchaser No. 1 herein for a sum of

Rs. 16,667=00

2. By Cheque No. 833591, dated 09-11-2006 Drawn on Syndicate Bank, Shibpur Howrah Branch in favour of Parameswar Vanijya Private Ltd being the Second Confirming Party No. 2 Paid by Devrup Vanijya Private Ltd being the Purchaser No. 1 herein for a sum of

Rs. 16,666=50

By Cheque No. 833592, dated 09-11-2006
 Drawn on Syndicate Bank, Shibpur Howrah
 Branch in favour of Apnapan Sales Private
 Ltd being the Second Confirming Party No.
 Paid by Devrup Vanijya Private Ltd being
 the Purchaser No. 1 herein for a sum of

Rs. 16,666=50

4. By Cheque No. 832363, dated 09-11-2006

Drawn on Syndicate Bank, Shibpur Howrah

Branch in favour of Sadasiv Vyapaar Private

Ltd being the Second Confirming Party No. 1

Paid by Rising Vanijya Private Ltd being the

Purchaser No. 2 herein for a sum of

Rs. 16,666=50

5. By Cheque No. 832364, dated 09-11-2006 Drawn on Syndicate Bank, Shibpur Howrah Branch in favour of Parameswar Vanijya Private Ltd being the Second Confirming Party No. 2 Paid by Rising Vanijya Private Ltd being the Purchaser No. 2 herein for a sum of

Rs. 16,667=00

6. By Cheque No. 832365, dated 09-11-2006 Drawn on Syndicate Bank, Shibpur Howrah Branch in favour of Apnapan Sales Private Ltd being the Second Confirming Party No. 3 Paid by Rising Vanijya Private Ltd being the Purchaser No. 2 herein for a sum of

Rs. 16,666=50

11. By Cheque No.833614, dated 09-11-2006

Drawn on Syndicate Bank, Shibpur Howrah

Branch in favour of Sadasiv Vyapaar

Private Ltd being the Second Confirming

Party No. 1 Paid by Style Tracom Private

Ltd being the Purchaser No. 3 herein for a

sum of

Rs. 16,666=50

11. By Cheque No.833615, dated 09-11-2006

Drawn on Syndicate Bank, Shibpur Howrah
Branch in favour of Parameswar Vanijya

Private Ltd being the Second Confirming
Party No. 2 Paid by Style Tracom Private

Ltd being the Purchaser No. 3 herein for a
sum of

Rs. 16,666=50

11. By Cheque No.833616, dated 09-11-2006

Drawn on Syndicate Bank, Shibpur Howrah

Branch in favour of Apnapan Sales

Private Ltd being the Second Confirming

Party No. 3 Paid by Style Tracom Private

Ltd being the Purchaser No. 3 herein for a

sum of

Rs. 16,667=00

11. By Cheque No.863328, dated 09-11-2006

Drawn on Syndicate Bank, Shibpur Howrah

Branch in favour of Sadasiv Vyapaar

Private Ltd being the Second Confirming

Party No. 1 Paid by Rishab Dev Private

Ltd being the Purchaser No. 4 herein for a sum of

Rs. 16,667=00

11. By Cheque No.863329, dated 09-11-2006

Drawn on Syndicate Bank, Shibpur Howrah
Branch in favour of Parameswar Vanijya

Private Ltd being the Second Confirming

Party No. 2 Paid by Rishabl Dev Private

Ltd being the Purchaser No. 4 herein for a

sum of

Rs. 16,667=00

## SPECIMEN FORM FOR TEN FINGERPRINTS

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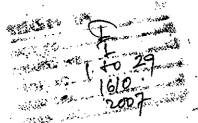
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SALENDAR SALESTE UTD. SECOND CAMERANTIA WATER

Made on This the hay,

November 01,2006



BETWEEN
RADHA SINGH
VENDOR
AND
DEVRUP VANIJYA PRIVATE LTD

AND
AVIJIT CHOTTOPADHYAY
FIRST CONFIRMING PARTY
AND
SADASIV VANIJYA PRIVATE LTD
SECOND CONFIRMING PARTIES



**DEED OF CONVEYANCE** 



Mr. SUBHAS BHATTACHARYYA ADYOCATE 7B, KIRAN SANKAR ROY ROAD 1st FLOOR, CALCUTTA - 700 001

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