



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 21st day of April, Two Thousand and Seven.

RANJAN MUKHERJEE Licensed Stamp Vandor C.C. Court 2 & 3, K. S. Roy Road, Kol.-1 THE WAR OF THE PARTY OF THE PAR SOOD THE CHEST RESERVED 1. A:0 bajamger. Do 12 of 42/138 New 2011 I dentified by me Hordon Jack Subhasin Charlington Stigh Court LIGHT HE CHARAR OR ASSURANCES - KOLKATA 21.4.07



Š

7

### BETWEEN

(2) Joydeep Mazumder, Spir of Sri Manik Mazumder, by occupation business (2) Sint Aparajita Mazumder, wife of Sri Joydeep Mazumder, by occupation Housewife (3) Sudeep Mazumder, Spir of Sri Manik Mazumder, by occupation business (4) Smt. Nilothpaula Mazumder, wife of Sudeep Mazumder, by occupation Housewife, all by faith Hindu and residing at 42/138; New Ballygunge Road, P.S. Kasba, Kolkata -700 039, hereinafter referred to as the "Veridors" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

#### ANE

(1) AAKOOTI VINIMOY PVI. LTD., a company incorporated under the companies Act 1956, having its Registered office at 17. Tarachand Dutta Street, Kolkata-700 013 (2) SUN CLUB VYAPAR PVI. LTD., a company incorporated under the companies Act 1956, having its Registered office at 17. Tarachand Dutta Street, Kolkata-700 013, 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-Office and assigns) of the SECOND PART

#### AND

SMT. REKHA TOLASARIA, wife of Anil Tolasaria by occupation business (2) SMT. REKHA TOLASARIA, wife of Anil Tolasaria by occupation Housewife, both by faith Hindu and residing at Plot No. 594, Block "O", New Alipore, P.S. New Alipore, Kolkata-700 053, (3) SRI RUCHIR BOSE, son of Sri Ranjit Bose, by occupation business, (4) SMT. PALLABI BOSE, ALIAS POULAMI BOSE, wife of Sri Ruchir Bose, by occupation Housewife, both by faith Hindu, residing at 178/B, Block "G" New Alipore, P.S. New Alipore, Kolkata -700 053 hereinafter referred to as the "CONFIRMING PARTIES". Confirming Party No. 2 to 4 hereinabove are represented by their Constitute Attorney Sri Anil Tolasaria (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 THIRD PART

WHEREAS one Prativa Chandra Roy and Sri Pranab Chandra Roy, both sons of Late Sridhar Chandra Roy were the absolutely seized and possessed of or otherwise well

and sufficiently entitled to various landed properties within the jurisdiction of the District Registration Office at Alipore in the District of 24 Parganas (South).

AND WHEREAS said Prative Chandra Roy and Pranab Prasad Roy partitioned their properties amongst themselves, by executing a Deed of Partition on 22<sup>nd</sup> August, 1967, which was registered at the Office of the Sub-Registrar at Alipore and noted the Book No. 1, Volume No. 124 at Pages 10 to 56 being Deed No. 6392 for the year 1967.

amongst other properties became absolute owner in respect of half portion of the land measuring about 59 decimals lying and situate in C.S. and R.S. Dag No. 393, under R.S. Khatian No. 201 in Mouza Laskarhat, J.L. No. 11, Touzi 145, within Police Station Tollygunge, now Tiljala, within the limits of Kolkata Municipal Corporation under Ward No. 107, (hereinafter referred to as the sald "Land".

AND WHEREAS during the period of absolute possession of the said Land said Prativa Chandra Roy made a scheme to divide the said allotted Sali land in small plots with a view to dispose of the same.

on 30th August, 1982 solid transferred and conveyed ALL THAT piece and parcel of the Sali land measuring 2 Cottahs, 8 Chittacks be the same title more or less being the said Scheme Plot marked as "A" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of Sri Kamta Prasad Shaw (2) Sri Lalte Prasad Shaw (3) Sri Sant Prasad Shaw (4) Sri Phool Chand Shaw (5) Sri Mool Chand Shaw and (6) Sri Lal Chand Shaw, which was registered in the office of the Sub-Registrar, Alipore and recorded in Book No. 1 being Deed No. 5135 for the year 1982.

AND WHEREAS sald Prativa Chandra Roy by executing another Deed of Conveyance sold transferred and conveyed ALL THAT piece and parcel of the Sali land measuring about 4 Cottahs, be the same title more or less being the said Scheme Plot marked as "D" together with a 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of (1) Sri Debi Prasad Shaw (2) Sri Ganesh Prasad

Shaw (3) Sri Naresh Prasad Shaw (4) Sri Suresh Prasad Shaw by executing a Deed of Conveyance on 1st September, 1982 which was registered in the office of the Sub-Registrar, Allipore and recorded in Book No. 1, Vol. No. 319, Pages 98 to 107 being Deed No. 12313 for the year 1982.

AND WHEREAS said Prative Chandra Roy by executing another Deed of Conveyance sold transferred and conveyed ALL THAT piece and parcel of the Sali land measuring 1 Cottahs, 8 Chittacks be the same title more or less being the said Scheme Plot marked as "E" together with 12 fleet wide Common Passage situated in portion of Plot marked as "E" together with 12 fleet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 i

AND WHEREAS said Prativa Chandra Roy by executing another Deed of Conveyance sold transferred and conveyed ALL THAT piece and parcel of the Sali land measuring 3 Cottah's be the same title more or less being the said Scheme Plot marked as "F" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of (1) Sri Deoraj Prasad Gupta and (2) Sri Prithivi Raj Gupta by executing a Deed of Conveyance on 30th August, 1982 which was registered in the office of the Sub-Registrar, Alipore and recorded in Book No. I, being Deed No. 5132 for the year 1982.

AND WHEREAS said Prativa Chandra Roy by executing another Deed of Conveyance sold transferred and conveyed ALL THAT piece and parcel of the Sali land measuring 2 Cottahs be the same title more or less being the said Scheme Plot marked as "G" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of (1) Sri Lakhan Lal Barai and (2) Sri Ashok Kumar Prasad by executing a Deed of Conveyance on 30th August, 1982 which was registered in the

office of the Sub-Registrar, Alipone and recorded in Book No. 1, being Deed No. 5131 for the year 1982.

AND WHEREAS said Prative Charles Roy by executing another Deed of Conveyance sold transferred and conveyed ALL THAT piece and parcel of the Sall land measuring 2 Cottans be the same title more or less being the said Scheme Plot marked as "I" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of (1) Sri Harl Shaw and (2) Sri Jai Gobind. Prasad Gupta by executing a Deed of Conveyance on 1st September, 1982 which was registered in the office of the Sub-Registrar, Alipore and recorded in Book No. 1, Vol. No. 319, Page 136 to 144 being Deed No. 12847 for the year 1982.

AND WHEREAS said Prative Chandra Roy by executing another Deed of Conveyance sold transferred and conveyed ALL THAT piece and parcel of the Sali land measuring 2 Cottahs be the same fille more or less being the said Scheme Plot marked as "K" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 200 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of (1) Sri Prem Chand Gupta, (2) Sri Om Prakash Gupta and (3) Sri Jai Prakash Gupta by executing a Deed of Conveyance on 1st September, 1982 which was registered in the office of the Sub-Registrar, Allipore and recorded in Book No. I, being Deed No. 12317 for the year 1982.

AND WHEREAS said Srl Kamta Prasad Shaw, Sri Laita Prasad Shaw, Sri Sant Prasad Shaw Sri Phool Chand Shaw, Sri Mool Chand Shaw and Sri Lai Chand Shaw by virtue of aforesaid Deed of Conveyance became Joint Owners of 2 Cottahs, 8 Chittacks land. Being Plot No. "A" and mutated their names in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as Premises No. 353, Laskarhat.

AND WHEREAS said Sri Debi Prasad Shaw, Sri Ganesh Prasad Shaw, Sri Naresh Prasad Shaw and Sri Suresh Prasad Shaw by virtue of aforesaid Deed of Conveyance became Joint Owners of 4 Cottahs land being Plot No. "D" and mutated their names in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as 349 Laskarhat.

AND WHEREAS said Durga Devi, Sri Bikash Kumar Shaw by virtue of aforesaid Deed of Conveyance became Joint Owners of 1 Cottain, 8 Chittacks land being Plot No. "E" and murated their names in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as Premises No. 356 Laskarhat.

AND WHEREAS said Sri Degraj Prasad Gupta, and Prithivi Raj Gupta by virtue of aforesaid Deed of Gonveyance became Joint Owners of 3 Cottans land being Plot No. "F" and mutated their names in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as Premises No. 354 Laskarnat.

AND WHEREAS said Sriv Lakhan Lair Bakar and Sriv Ashok Kumar Prasad by virtue of laforesaid Deed of Conveyance became Joint Owners of 2 Cottahs land being Prot No. 'S" and mutated their names in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as Premises No. 351 Laskarhat.

AND WHEREAS said. Sit Harl Shaw; and Sit Jar Govind Prasad Gupta by virtue of aforesald Deed of Conveyance became Joint Owners of 2 Cottahs land being Plot No. "3" and mutated their hames in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as Premises No. 352 Laskarhat.

AND WHEREAS said Sni Prem Grand Gupta, Sri OM Prakash Gupta and Jai Prakash Gupta by virtue of aforesaid Deed of Conveyance became Joint Owners of 2 Cottahs land being Plot No. "K" and mutated their names in the records of the Kolkata Municipal Corporation and the said plot of land was numbered as Premises No. 358 Laskarhat.

AND WHEREAS said Sri Kamta Prasad Shaw, Sri Lalta Prasad Shaw, Sri Sant Prasad Shaw Sri Phool Chand Shaw, Sri Mool Chand Shaw and Sri Lal Chand Shaw, by executing a Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No. "A" being ALL THAT piece and parcel of the Sall land measuring 2 Cottahs, 8 Chittacks be the same title more or less being the said Scheme Plot marked as "A" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393; under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) In favour of the Vendors and the Confirming Parties herein by executing a Deed of Conveyance on 9th February, 1996 which was registered before the

Additional District Sub-Registrar, Sealdah and recorded in Book No.1, Vol. No. 7, Pages-248 to 258, being Deed No. 264 for the year 1996, details whereof are more fully and particularly mentioned in **SCHEDULE A**. Fiereinafter written.

Prasad Shaw and Sri Suresh Prasad Shaw, Sri Ganesh Prasad Shaw, Sri Naresh. Prasad Shaw and Sri Suresh Prasad Shaw by executing a Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No. "D" being ALL THAT plece and parcel of the Sall land measuring 4 Cottans be the same title more or less being the said Scheme Plot marked as "D" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393; under R.S. Khatlan No. 201 in Mouza Laskarnat P.S. Tiljala, District 24 Parganas (South) in favour of the Vendors and the Confirming Parties herein by executing a Deed of Conveyance on 13th February, 1996 which was registered before the Additional District Sub-Registrar, Sealdah and recorded in Book No.1, Vol. No. 8, Pages 47 to 61, being Deed No. 289 for the year 1996, details whereof are more fully and particularly mentioned in Schedule "B" hereinafter written.

Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No.

"E" being ALL THAT piece and parcel of the Sall land measuring 1 Cottah, 8 Chittacks be
the same title more or less being the said Scheme Plot marked as "E" together with 12

Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under

R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in
favour of the Vendors herein and the Confirming Parties herein by executing a Deed of
Conveyance dated 28th February, 1996 which was registered before the Additional
District Sub-Registrar, Sealdah and recorded in Book No.1, Vol. No. 36, Pages- 94 to
110, being Deed No. 1450 for the year 1996, details whereof are more fully and
particularly mentioned in SCHEDULE "C" hereinafter written.

AND WHEREAS said Deo Raj Prasad Gupta and Sri Prithivi Prasad Gupta, by executing a Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No. "F" being ALL THAT piece and parcel of the Sali land measuring 3 Cottahs, be the same title more or less being the said Scheme Plot marked as "F" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag

Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Partigarias (South) in favour of the Vendors herein and the Confirming Parties herein by executing a Deed of Conveyance dated 9th Rebruary, 1996 which was registered before executing a Deed of Conveyance dated 9th Rebruary, 1996 which was registered before executing a Deed of Conveyance dated 9th Rebruary, 1996 which was registered before executing a Deed No. 2, Vol. No. 7, the Additional District Sub-Registrar, Sealdan and recorded in Book No.1, Vol. No. 7, the Additional District Sub-Registrar, Sealdan and recorded in Book No.1, Vol. No. 7, the Additional District Sub-Registrar, Sealdan and recorded in Book No.1, Vol. No. 7, the Additional District Sub-Registrar, Sealdan and recorded in Book No.1, Vol. No. 7, the Additional District Sub-Registrar Deed No. 265 for the Year 1996, details whereof are more fully and particularly mentioned in SQHEDULE "D" hereinafter written.

AND WHEREAS said Sri Lakham Lal Barat and Sri Ashok Kumar Prasad, by executing a Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No. "G" being ALL THAN plees and parcel of the Salt land measuring 2 Cottahs being Plot No. "G" being ALL THAN plees and parcel of the Salt land measuring 2 Cottahs be the same title more of less being the said Scheme Plot marked as "G" together with be the same title more of less being the said Scheme Plot marked as "G" together with be the same title more of less being the said Scheme Plot marked as "G" together with be the same title more less being the said Scheme Plot marked as "G" together with be the same title marked as "G" together with be the same title and Ressage situated in particular placed of favour of the Vendors herein and the Confirming Parties herein by executing a Deed of conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July, 1996 which was registered before the Additional District Sub-conveyance dated 9" July 1996 which was registered before the Additional District Sub-conveyance dated 9" July 1996 which was registered

AND: WHEREAS said Sri Jair Govind: Prasad Gupta by executing a Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No. "3" being ALL THAT place and parcel of the Sain land measuring 2 Cottans be the same title more or less being the said Scheme Plot marked as "3" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tilijala, District 24 Parganas (South) in favour of the Vendors in Mouza Laskarhat P.S. Tilijala, District 24 Parganas (South) in favour of the Vendors herein and the Confirming Parties herein by executing a Deed of Conveyance dated 29th August, 1996 which was registered before the Additional District Sub-Registrar, Sealdah and recorded in Book No.1, Vol. No. 84, Pages- 77 to 96 being Deed No. 3269 for the year 1996, details whereof are more fully and particularly mentioned in SCHEDULE "F" year 1996, details whereof are more fully and particularly mentioned in Schedule "F" hereinafter written. It is pertinent to mention that on the day of execution of the said hereinafter written. It is pertinent to mention that on the day of execution of the said

the schedule of the said Deed, it was described as 2 Cottahs of land instead and place of 1/2 share of the said 2 Cottahs of land.

share of the property being ALL THAT piece and parcel of the Sali land measuring about 2 Cottains be the same title more or less being the said Scheme Plot marked as "J" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) died intestate leaving behind his only son namely Sri Pratap Kumar Gupta and wife namely Smt. Usha Bharati, and they became Joint owners of the said 1/2 share of the said property purchased by said Late Hari Prasad Shaw.

Deed of Conveyance sold, conveyed and transferred the undivided ½ share in the said Plot of land being Plot No. "I" being ALL THAT piece and parcel of the Sali land measuring 1 Cotten be the same title more or less being the said Scheme Plot marked as "J" out of the said un-divided half share and interest of 2 Cottahs of land together with 12 Peet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of the Vendors herein and the Confirming Parties herein by executing a Deed of Conveyance dated 5th September, 1996 which was registered before the Additional District Sub-Registrar, Sealdah and recorded in Book No.1, Vol. No. 84, Pages- 59 to 76 being Deed No. 3268 for the year 1996, details whereof are more fully and particularly mentioned in **SCHEDULE "G"** hereinafter written.

Prakash Gupta by executing a Deed of Conveyance sold, conveyed and transferred the said Plot of land being Plot No. "K" being ALL THAT piece and parcel of the Sali land measuring 2 Cottahs be the same title more or less being the said Scheme Plot marked as "K" together with 12 Feet wide Common Passage situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) in favour of the Vendors herein and the Confirming Parties herein by executing a Deed of Conveyance dated 9<sup>th</sup> July, 1996 which was registered before the

Additional District Sub-Registrar, Sealdan and recorded in Book No.1, Vol. No. 84, Pages- 41 to 58 being Deed No. 3267 for the year 1996, details whereof are more fully and particularly mentioned in Schedule "H" hereinafter written.

and the Confirming Parties herein became Joint owners of the aforesaid plots of land out of which the Vendors herein became Owners of half share of the said un-divided plots of land libeling ALL That place and parcel of the Sail land measuring 17 Cottahs be the land libeling ALL That place and parcel of the Sail land measuring 17 Cottahs be the same little more or less being the said Scheme Plot marked as "A", "D", "E", "F", "G", "J" and "K" respectively together with 12 Feet wide Common Passage in each plot situated in portion of C.S. and R.S. Dag Nos 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) within the Kolkata Municipal Corporation Ward No. 107.

AND WHEREAS the Vendors herein entered into an Agreement for Sale dated 24.02.2007 with the Confirming Party No. 1 herein namely Sri Anil Tolasaria, who is also an undivided co-owner in the said lands for himself and also representing the other co-sharers being the Confirming Party No. 2 to 4 herein, under the terms as clearly mentioned therein, specially that the Vendors would sell and convey their undivided 50% share in "As is Where is Basis" with the full responsibility of the Marketability of Title of the said land being borne by the said Confirming Party along with all liabilities cost and responsibilities of rectification and restoration of value to any such persons as may be interested to Purchasers the said land in future as the Nominee of the said Anil Tolasaria, if found necessary.

and whereas the Purchasers being satisfied regarding the title of the said land particularly the ½ share of the Vendors herein being the said un-divided ½ share of the plots of land being ALL THAT piece and parcel of the Sali land measuring 17 Cottahs be the same title more or less being the said Scheme Plot marked as "A", "D", "E", "F", "G", "J" and "K" respectively together with 12 Feet wide Common Passage in each plot situated in portion of C.S. and R.S. Dag Nos. 393, under R.S. Khatian No. 201 in Mouza Laskarhat P.S. Tiljala, District 24 Parganas (South) within the Kolkata Municipal Corporation Ward No. 107, approached the Vendors and the Confirming Parties herein.

to purchase the shares of the Wendors and the Vendors agreed to sale their undivided ½ shares to the Purchasers and the Confirming Parties herein agreed to confirm the said sale.

AND WHEREAS a copy of the said Agreement dated 24.02:2007 has been handed over to the Rutchasers who acknowledge receipt of the same.

AND WHEREAS the Confirming Parties will be entitled to all Profit/Loss in the difference in value paid by his Nortunees in comparison to that agreed to be paid to the Vendors vide the Agreement for Sale dated 24:02,2007.

AND WHEREAS the Confirming Parties upon being approached by the Purchasers have agreed to mominate them for the transfer of the undivided 1/2 share or interest in the piece and partiel of land measuring about 17 Cottans at Premises No. 356, Laskarhat earlier known as portion of C.S. & R.S. Dag No. 393, R.S. Khatian No. 201, Mouza Laskarhat under P.S. Tollygaunge now Tiljala, in the District of 24 Parganas (South) as more fully and particularly described in the SCHEDULE "I" hereunder written and delineated in the map or plan annexed hereto bordered as "Red" for and/or at a consideration of a sum of 20,00,000/- (Rupees Thirty Lakhs) only and the Vendors and the Confirming Parties doth hereby confirms the same.

NOW THIS INDENTURE WITNESSENETH that in consideration of sum of Rs. 30,00,00,000/-(Rupees lithirty Lakhis only) being paid by the Purchasers to each of the Wendors herein with the consent of the Confirming Parties, on or before the execution of these presents by issuing separate cheques respectively (the receipt whereof each of the Vendors doth hereby convey, transfer, assign, and/or assure on to the Purchasers ALL THAT undivided ½ share in the undivided ½ share or interest in the land measuring about 17 Cottahs be the same a little or less being Premises No. 356, Laskarhat as more fully and particularly described in the SCHEDULE "I" hereunder written and hereinafter referred to as the said premises and OR HOWSOEVER OTHERWISE the said premises or any part thereof now are or is or heretofore were or was situated tenanted butted bound called known numbered described of distinguished and all other benefit and advantage of ancient and other rights all yards country-yards areas swears drains ways paths passages walls

waters water courses lights rights libertles, privileges, suffered to the contrary the vendors are now lawfully mightfully, and absolutely saized and possessed of or otherwise well and sufficiently entitled to the said premises hereby granted conveyed transferred and sold or expressed so to be and every part thereof for a period and indefeasible estate of inheritance without any manner or condition of use trust or other thing whatsoever to after defeat encumber or make yold the same TO HAVE AND TO HOLD the said land hereby granted conveyed, transferred, assigned and assured or otherwise or expressed or intended so to be Unto and to the Use of the Purchaser absolutely and for ever AND THAT individustanding any such act deed or thing whatsoever as aforesald the Vendors hath mowim themselves/good right and full power to grant in respect of 1/2 share of the uni-divided property of the said premises hereby granted or expressed so to be unto and to the use of the Purchasers in manner aforesald AND the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said premises and receive the lights lissues and profits thereof without any eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably daiming from under or in trust for the Vendors AND THAT the Purchasers, shall be free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified of from and against all estate and encumbrances by the Vendors and the Confirming Parties or any person or persons lawfully or equitably claiming under on in trust for the Vendors and the Confirming Parties AND THAT all rates taxes all other impositions and/or outgoings payable in respect of the said premises by the Vendors have been paid in full upto the date of these presents AND THAT the Vendors do not hold any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and the said premises or any part thereof has not been affected or vested under the Urban Land )(Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act, 1961 AND THAT no notice has been served on the Vendors for the acquisition of the said premises or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed there under and the Vendors have no knowledge or issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said premises or any part thereof AND THAT; the Veridors and the Confirming Parties have no knowledge as to any suit and/or proceeding being pending in any Court of Law affecting the said premises and/or any part thereof nor with their knowledge the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND THAT they and all person or persons having or lawfully claiming any estate of interest in the said premises or any part thereof from under or in trust for the Vendors and the Confirming Parties shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required AND it is further agreed that the original Title Deeds in respect of the Schedule Premises is lying with the Confirming Parties as detailed herein Schedule "A" to "I" hereunder and who shall retain the same being one of the Co-owners of the said Premises AND It being further agreed and understood that the said Confirming Parties shall cause to produce the original Title Deeds as mentioned in Schedule "A" to "I" hereunder upon being requisitioned by the Purchasers at the cost of the Purchasers for proving the title of the purchasers.

## SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT undivided ½ share of the piece and parcel of Sall land measuring 2( Two) Cottahs, 8 (eight) Chittacks be the same a little more or less being the plot marked "A" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S.. Dag No.393, under R.S. Khatian No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiljala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 353, Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

## SCHEDULE "B" ABOVE REFERRED TO

ALL THAT undivided vs share of the piece and parcel of Sall land measuring 4( Four) Cottains be the same a little more or less being the plot marked D" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S. Dag No.393, under R.S. Khatian No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Rollice Station Tiliala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 349, Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

# SCHEDULE"C" ABOVE REFERRED TO

ALL THAT undivided 1/2 shale of the piece and parcel of Sall land measuring 1( One). Cottans, 8 Chittacks be the same a little more or less being the plot marked "E" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S. Dag No. 293, under R.S. Khatlan No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiljala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 356, Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

## SCHEDULE "D" ABOVE REFERRED TO

ALL THAT undivided 1/2 share of the piece and parcel of Sali land measuring 3 (two) Cottahs be the same a little more or less being the plot marked "F" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S. Dag No.393, under P.S. R.S. Khatian No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiljala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 354, Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

#### SCHEDULE "E" ABOVE REFERRED TO

ALL THAT undivided 1/2 share of the piece and parcel of Sali land measuring 2( two) Cottahs be the same a little more or less being the plot marked "G" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S. Dag No.393, under P.S. R.S. Khatlan No. 201, in Mouza Laskarnat, J.L. No. 11, under Touzi No. 145, Police Station Tiljala, at present lying within the local limits of Calcutta Municipal Comporation, Ward No. 107, being Premises No. 351, Laskarnat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

#### SCHEDULE VE" ABOVE REFERRED TO

ALL THAT undivided We share of the plece and parcel of Sair land measuring 2( Two) Cottahs be the same a little more or less being the plot marked "J" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S., Dag No.393, under R.S. Khatian No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiljala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 352, Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto and the said land is delineated in the Map or Plan annexed hereto.

#### SCHEDULE "G" ABOVE REFERRED TO

ALL THAT undivided ½ share of the piece and parcel of Sali land measuring 2( two) Cottans be the same a little more or less being the plot marked "K" of the said Scheme together with 12 (twelve) feet wide Common Passage lying and situate in a portion of C.S. and R.S.. Dag No.393, under P.S. R.S. Khatian No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiljala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 358, Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric

commercion, Gas, Tap: Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

## SCHEDULE "H" ABOVE REFERRED TO

ALL THAT undivided 1/2 share of the piece and parcel of Sali land measuring 1(One) Cottans be the same a little more or less being the un-divided half of 2 Cottans of land, being the plot marked 10" of the said Scheme together with 12 (twelve) feet wide common passage lying and situate in a portion of C.S. and R.S. Dag No. 393, under R.S. Khatian No. 201, in Mouza Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiliala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 352, Laskarhat, District South 24 Rarganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto.

## SCHEDULE 31" ABOVE REFERRED TO

MALL THAT undivided 1/2 share of the total land being the piece and parcel of Sall land measuring 17 Cottahs be the same a little more or less being the said Scheme Plot marked as "A", "D", "E", "F", "G", "J" and "K" respectively together with 12 Feet wide Common Passage in each plot lying and situated at C.S. and R.S. Dag No.393, under R.S. Khatian No. 201, in Mouze Laskarhat, J.L. No. 11, under Touzi No. 145, Police Station Tiliala, at present lying within the local limits of Calcutta Municipal Corporation, Ward No. 107, being Premises No. 352, 358, 351, 354, 356, 349, 353,. Laskarhat, District South 24 Parganas Sub-registry office at Sealdah with right to take Electric connection, Gas, Tap Water, Telephone etc. connections through the said 12' feet wide common passage together with all easement rights thereto and the said land is delineated in the Map or Plan annexed hereto and depicted "Red" verge lines which is butted and bounded as follows:

On the North

C.S.Dag NO 391, 392

On the South

Canal Road

On the East

Dag NO 392 Khatian NO 204

On the West

Road and Canal

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/DEMVERED

By the Vendors at Kolkata in presence of

1. Sanordende Russe 70 K.S. Roy Road Col-1 Apargile Hajamden.
Andrep Majamder.
Ne teth paula hajamder

2. Sapo Howelton

SIGNED SEALED AND DELIVERED

By the Confirming Parties through their

Constituted Attorney at Kolkata

in the presence of

1. Saradende Brian

De Johnson

Con Control

Contr

2. Sorpor Hould ce.

REGERVED by the Vendor No. 1 Daydeep Mazumder from the within named Purchasers the within mentioned sum

RS. 7,50,000/

# MEMO OF CONSIDERATION

ii By Cheque No: 549007 (dated /L9:04: 2007 (drawn) on A.B. N>Amro
Bank Brabourde (Road Branch paid to Joydeep) Mazumder being
the First Vendor by Aakgot (Vinlimoy (Private Ltd) being the
Purchaser No. 1) herein (for a sum of

Rs. 3,75,000 =00

By Cheque No. 555307, dated 19.04:2007 (drawn on A.B. N. Amro Bank Braboume Road Branch pald to Joydeep Mazumder being First by the First Vendor by Sun Club Wyapaar Pyt. Ltd being the Purchaser No. 2 herein for a sum of

<u>Rs, 3,75,000≒00</u> <u>Rs,7, 50,000≑00</u>

(Rupees Seven Lads Fifty Thousand only)
WiTNESS

1. Sangalimeter Wha

2 Softon Worldsee.

Signature of Joudeen Mazumder being

Signature of Joydeep Mazumder being the First Vendor

RECEIVED by the Vendor No. 2

Aparajita Mazumder from the within named purchasers the within mentioned sum of

Rs. 7,50,000/-

# MEMO DE CONSIDERATION

By Cheque No 549008 dated 19,04,2007 drawn on A B N-Amro-Bank Brabourne Road Branch baid to Aparetra Mazumdar being the Second Vendor by Aakooti Wirlingy Private Ltd being the Purchaser No. 1 herein for a sum of

rs. 3,75,000=00

By Cheque No. 565308 dated 19:04:2007 drawn on A B N-Amro Bank Brabourne Road Branchi paid to Aparalita Mazumdar being First by the Second Vendor by Sun Club Wapaar Pvt. Ltd being the Purchaser No. 2 herein for a sum of

Rs. 3,75,000=00 Rs. 7, 50,000=00

(Rupees Seven Lacs Fifty Thousand only)
WITNESS

1. Saradente Aira

2 Soupon Hould-ere

Aparajite Meijumder.

Signature of Aparajita Mazumder being the Second Vendor

RECEIVED by the Vendor No. 3 Sudeep Mazumder from the within named Purchasers the within mentioned sum σf

Rs. 7,50,000/-

# MEMO OF CONSIDERATION

By Cheque No 549010 dated 19:04:2007 drawn on A B N-Amro Bank Brabouine Road Branch pard to Sudeep Mazumdar being the Third Vendor by Aakooti Vinimby Private Ltd being the Purchaser Nova herein/for a sum of

Rs. 3,75,000=00

By Cheque No.555310 dated 19/04/2007 dlawn on A B N-Amro Bank Brabourne Road Branch paid to Sudeep Mazumdar being First by the Third Vendor by Sun Chib Vyapaar Pvt: Ltd being:the Rurchaser:No. 2 herein/for a sum of Total

3,75,000=00

(Rupees Seven Lacs Fifty /finousand only) WITNESS

Sorp or Houseline

Signature of Sudeep Mazumder being the Third Vendor

RECEIVED by the Vendor No. 4
Nilothpaula Mazumder Nom the within named
Purchasers the within mentioned sum

Rs. 7,50,000/-

### MEMO OF GONSIDERATION

By Cheque No. 549009 dated 19:04:2007 drawn on A.B.N-Amro Bank Braboume Road Branch paid to Nilothpaula Mazumdar being the Fourth Vendor by Aakooti Vinimby Private Ltd being the Purchaser No. 1 herein for a Sum of

Rs. 3,75,000=00

By Cheque No: 555309 dated 19:04:2007 drawn on A B N-Amro Bank Brabourne Road Branch paid to Nilothpaula Mazumdar being First by the Fourth Vendor by Sun Club Wapaar Pyt. Ltd being the Purchaser No. 2 harein for a sum of

Rs. 3,75,000=00

Total

Rs.7, 50,000=00

(Ruppes Seven Lacs Fifty Thousand only)
- WITNESS

1. Swandander Butin

2 Sorpor Houlder.

Ni lithpaula Neguneley

Signature of Nilothpaula Mazumder being the Fourth Vendor

Sl Signature of the					- 100 miles (100 miles		
No. Executants/ Presentants							
	Little	Ring		AND THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED I	ore	Thur	n <u>b</u>
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1					· ·	rila .
JOHNAM	Thomas	Fore Ri	ini Ha	adle (d)	Ring		-7
							humb
	Little	Ring O		tiddle and)	Fore		
	Thurub		igur II	Middle Jand)	Rins		Little
	Table 1						
	di Bistis		Ring	Middle Hand)	Fo	re	Thumb
			(Lett	<b>FIARCY</b>			,
	A. Company		óře	Middle	Rij	ig	Little
	Thu	110	(Right	Hand)			
3		itle	Ring (Lef	Middle (t Hand)		ore	Thumb
3	<u>Political en included in a sell a se</u>				-3-		53.

## SPECIMEN FORM FOR TEN FINGERPRINTS

SI	Signature of the	7		<u> </u>	A CONTRACTOR OF THE PROPERTY O	The second se
No	Signature of the Executants Presentants					
1				1804 (g		
			tulen tid			
					77 (Print) (Print)	Thumb
	495	Little ?	r-Ring (Left	Midale Hand)	Fore	TRUM
	255		organica).			
<del>-</del>					Andrew State	
7						7.2
	The second secon	fbymb		Middle Handi	Ring	Linie
					,	
			A. Carlot Market N. A.	Alexander der Sale der	A. ( <u> </u>	
		Little	Ring (Left	Middle Hand)	Fore	Thumb
	ジ ( ) ( )	Thumb	Fore	Middle	Ring	Littlé
	<u> </u>		(Right	Hand)		
	n eigran mei oder der der eine eine				- 6	
					i in	
	<b>7.4</b>	Little	Ring	Middle	Fore	Thumb
2 P				Hand)		
	به براد المادية المادي المادية المادية المادي			14.	,	
8	# · ·					
		Thumb	Fore	Middle	Ring	Little
	A CONTRACTOR OF THE STREET, SAN AS	300080	Right	Hand)	Ning.	Dittie
	:					
					, ,	
	-					
		Little	Ring	Middle	Fore	Thumb
			(Left	Hand)		
	· · · · · · · · · · · · · · · ·					
ŀ	<b>→</b> 200 20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
		,			ŀ	1
		Thumb	Fore	Middle	Ring	Little
			(Right	Hand)		

day 2111 of April 2007

JOYDEEP MAZUMDER& ORS

VENDORS

AND

AND

ANIL TOLASARIA & ORS

CONFIRMING PARTIES

additional pegastrar of assurances a kolkata

Registered in BOOK NO. VOLOUM NO. PAGE NO.....

Mr. SUBHAS BHATTACHARYYA **ADVOCATE** 7B, KIRAN SANKAR ROY ROAD 1° FLOOR, CALCUTTA - 700 001

12