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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Remember that this document is submitted to Registration. The signature sheet and the endorsement sheet attached to it are part of this document.
[Signature]
Additional Registrar, West Bengal

DEED OF CONVEYANCE

THIS DEED OF SALE is made this the 14th day of September, 2012
(Two Thousand Twelve) in the City of Kolkata;

BETWEEN

B.D.
13/9/12
21/



... ..

No. 277 Date 17.9.12
 Name Kay Pee Real Con. Pvt. Ltd.
 Address 28, C. R. Avenue
 Rs. 5,000/- (Kee-12)



277 = 5000/-
 Rs (Five thousand only)

Kan Shree Kapat



viety-3358

KAY PEE REALCON PVT. LTD.

Kan Shree Kapat
 DIRECTOR

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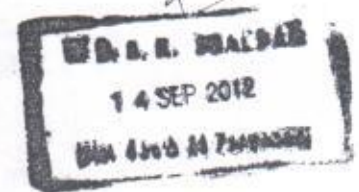
viety-3359

Zurakha Z. Bengali



viety-3360

Wif. Bengali



CSOUKTRA CHANDA
 S/o, S. C. Chandra
 6, old post office st.
 KOLK

- (1) **ZULEKHA Z. BENGALI** wife of Late Zoeb A. Bengali resident of 138/2A, Sarat Bose Road, P.S. Lake, Kolkata - 700029, (2) **ARIF ZOEB BENGALI** son of Late Zoeb A. Bengali resident of 701, Eden Garden, Building No. 22, Mhada Oshiwara Complex, P.S. Oshiwara, (W) Mumbai - 400053 (PAN NO. AEBPB5530P), (3) **ZAHABIYA HASAN ZAINY** wife of Late HASAN ZOEB ZAINY resident at 138/2A, Sarat Bose Road, Kolkata - 700029, PAN NO. AAFPZ1416J, (4) **BATUL HASAN ZAINY** daughter of Late Hasan Zoeb Zainy PAN NO. AAQPZ6672B (5) **ADNAN HASAN ZAINY** son of Late Hasan Zoeb Zainy PAN NO. AARPZ5987E), 4 and 5 are resident of 138/2A, Sarat Bose Road, P.S. Lake, Kolkata - 700029, (6) **ABBAS BENGALI** son of Late Zoeb A. Bengali resident of 36, Chattawala Lane, P.S.-Bowbazar, Kolkata - 700012 (PAN NO. AEDPB6133Q) (7) **AMBER SHAUKEAT LOKHANDWALA** wife of Shaukat Lokhandwala resident of 2044,B2 Building Glover Height, Wanawrie, P.S. Wanawrie, Pune - 411040, PAN NO. ACUPL0597P (8) **AMAMA YUSUF SHARAFALI ESUFALI** wife of Yusuf Sharafally Esufali resident of Ndemi Road, Ndemi Court, Flat No. 3, off Ngong Road, Nairobi, Kenya, at present staying at 58/1, Ballygunj Circular Road, P.S. Ballygunj, Kolkata - 700019, PAN NO. AAOPE2541C (9) **SAKINA RAJAB BENGALI** wife of Late Rajab A. Bengali resident of 36, Chattawala Lane, P.S. Bowbazar, Kolkata - 700012, PAN NO. AQEPB3297Q (10) **AMMAR BENGALI** son of Late Rajab A. Bengali resident of 36, Chattawala Lane, P.S. Bhowbazar, Kolkata - 700012, PAN NO. ALAPB7426N, (11) **UMEAIMEN QUREYSH BASRAI**, wife of Qureysh A. Basrai, resident of 3/4, Guruprasad Society, 24 Bund Gardens, P.S. Bund Gardens, Pune - 411001, PAN NO. AKNPB5537E, (12) **BAZAT JUZAR MAMA** wife of Juzar E. Mama,



NET-9-3361

(Zzainij)

Zzainij



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Ad



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Bengali



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Amber



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Amama Y. Esufali.

A. Chag



resident of 90, Ripon Street, P.S. Park Street, Kolkata - 700016, PAN NO. AUPPM4299Q, (13) **ZULEKHA M. BENGALI**, wife of Late MOHAMMED A. BENGALI resident of 36, Chattawala Lane, Kolkata - 700012, PAN NO. BDTPB3191A, (14) **SHABBIR BENGALI** son of Late Mohammed A. Bengali, resident of 36, Chattwala Lane, Kolkata - 700012, PAN NO. AIJPB4101G, (15) **BUSHAINA M. DOOLA** wife of Muffazel Doola resident of 4/3396 Haiderali Kasamji Street, Zampa Bazaar, Begumpura, Surat - 395003, PAN NO. ABCPD8004C, (16) **SHABBIR BENGALIWALLA** son of Late Abdeali R. Bengali resident of Plot No.7865, Extension 24, (Maruapula) Gaborone Botswana presenting residing at 36, Chattawalla Lane, Kolkata - 700012, PAN NO. AQFPB0463K (17) **HOZAIFA HUSENI EKHLAS** son of Late Tara H. Ekhlras resident of 21, Bentinck Street, P.S. Hare Street, Kolkata - 700001, PAN NO. AACPE0993J, all by faith Muslim by occupation No.1,3,4,7,8,9,11,12,13,15 housewife and No.2,5,6 16,17 - business & no. 10 & 14 service, hereinafter called and referred to as the **VENDORS** (which terms and expression unless repugnant to the context/deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART** :

AND

M/S. KAY PEE REALCON PRIVATE LIMITED, a company registered under the Companies Act 1956, PAN NO. AAECK8229J represented by its Director Mr. Kiran Dhiren Popat having its registered office at 28, Chittaranjan Avenue, P.S.Bowbazar, Kolkata - 700012, PAN NO. AFLPP3349B, hereinafter called and referred to as the **PURCHASER** (which terms/expression shall unless excluded by or repugnant to the



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SR Bengal.



WCTG-3368

Hengali.



N.C.T. 9-3369

Barra



MC-T9-3370

B. J. Nana



ME-TG-3371

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MEET-9-3372

Pengaruh



U.S. AIR MAIL
14 SEP 2012
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context shall be deemed to mean and include the said firm, its Director, Legal Representatives, Administrators, Successor-in-interest and Assigns) of the **OTHER PART** :

WHEREAS one Sk. Adam and Mst. Fatima Boo were jointly well and sufficiently used and possessed their ancestral property ALL THAT piece and parcel of land measuring about 3 Bighas 4 Chittaks, a little more or less fully covered by tenanted Tin shed structure lying situate and being premises No. 150A, Dr. Suresh Chandra Banerjee Road, P.S. Beliaghata, Kolkata - 700010.

AND WHEREAS the said Mst. Fatima widow of Ibrahim died intestate leaving behind her the only legal heirs the said Sk. Adam and his only daughter Hoosaina Bai.

AND WHEREAS the said Sk. Adam since deceased well and sufficiently used and possessed the all properties including the Schedule Property mentioned below by paying taxes before the Calcutta Corporation.

AND WHEREAS the said Sk. Adam died intestate leaving behind his only daughter Hoosaina Bai Sk. Adam.

AND WHEREAS the said Hoosaina Bai died intestate on 02.03.2001 leaving behind her four sons namely (1) Zueb A. Bengali (2) Rajab A. Bengali (3) Mohammed A. Bengali (4) Shabbiir Bengaliwala and one daughter namely (5) TARA EKHLAS who entitled to inherit her all belongings including the schedule property.



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Hozaija Ekhas



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AND WHEREAS the said Zoeb A. Bengali died intestate on 26.05.2003 leaving behind his wife, three sons and two daughters namely (1) Zulekha Z. Bengali (2) Arif Z. Bengali (3) Hasan Zoeb Bengali (4) Abbas Bengali (5) Amber Lokhandwala and (6) Amama Yusuf Sharafali Esufali as his legal heirs who became entitled to inherit all his belonging including the schedule property. **AND WHEREAS** Hasan Zoeb Bengali died intestate on 11.5.10 leaving his surviving wife ZAHABIA ZAINY daughter Batul Zainy and son Adnan Zainy as his legal heirs.

AND WHEREAS the said Rajab A. Bengali died intestate on 03.01.85 leaving behind him wife one son and two daughters namely (1) Sakina R. Bengali (2) Ammar Bengali (3) Umeaiman Q. Basrai and (4) Bazat Juzar Mama as his legal heirs who became entitled to entire his all belongings including the schedule property.

AND WHEREAS the said Tara Ekhlās died intestate on 01.08.1995 leaving behind her the only son namely Hozafa Ekhlās as her only legal heirs who became entitled to inherit her all belongings including the schedule property.

AND WHEREAS MOHAMMED A. BENGALI died intestate on 05.01.2011 leaving him surviving wife Zulekha Bengali, son Shabbir Bengali and Daughter Bushaina M. Doola as his sole legal heirs.

AND WHEREAS the said Shabbir Bengaliwalla is alive and vendors are in use and occupation of their ancestral property mentioned in the schedule below.

AND WHEREAS by way of inheritance the Vendors are now seized and possessed of the said property as absolute owners thereof.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase the said property on as is where is basis. ALL THAT land measuring 3 Bigha 4 Chittaks together with Tin shed structures fully tenanted erected thereon lying and situate at premises No. 150A, Dr. Suresh Chandra Banerjee in Road, P.S. Beliaghata, Kolkata - 700010 hereinafter referred to as the said property fully described in the schedule herein free from all encumbrances but subjects to the tenancies at or for the price of Rs. 6,75,00,000.00 (Rupees Six Crores Seventy Five Lacs only).

NOW THIS INDENTURE WITNESSETH that in consideration of Rs. 6,75,00,000.00 (Rupees Six Crores Seventy Five Lacs only) being the full consideration money paid to the Vendors for the aforesaid property by the Purchaser the receipt of which sum the vendors do hereby admit and acknowledge and of and from the same forever acquit, release, discharge and exonerate the Purchaser and the said property the Vendors doth hereby convey, sell, transfer, assign and assure the said property on as is where is basis fully described in the schedule hereunder written.

WHEREAS the VENDORS as lawful owners are seized and possessed of or otherwise well and sufficiently entitled to the message, tenements, land, here determents and premises (hereby intended to be granted and

conveyed and hereinafter referred to as the said property) as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances but subject to tenancies AND WHEREAS the VENDORS have contacted with the PURCHASER for the absolute sale of the said property hereinafter more particularly mentioned and described free from encumbrances but subject to the tenancies at or for the price of Rs. 6,75,00,000.00 (Rupees Six Crores Seventy Five Lacs only).

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the said agreement and consideration of a sum of Rs. 6,75,00,000.00 (Rupees Six Crores Seventy Five Lacs only) to the VENDORS paid by the PURCHASER at or immediately before the execution of these presents the receipt whereof the vendors doeth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the PURCHASER and also the said property they the **VENDORS** as beneficial owners doeth by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the **PURCHASER**, free from encumbrances, attachment and other defects in title but subjects to tenancies **ALL THAT** the said premises No. 150A, Dr. Suresh Chandra Banerjee Road, Kolkata - 700010 P.S. Beliaghata fully mentioned and described in the schedule hereto or **HOWSOEVER** otherwise the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER** with the land or ground whereupon or on part whereof structures are erected and built together further with all, erections, fixtures, walls, yards, courtyards and benefit and advantages of ancient and other lights,

liberties, easements privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the VENDORS unto and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise relate to the said property or any part or parcel thereof and which now are after shall or custody, power or possession of the VENDORS or any persons from whom they can or may procure the same without any action or suit at law or in equity TO ENTER INTO AND HAVE HOLD, OWN, POSSESS AND ENJOY the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to the use of the PURCHASER, forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens etc; whatsoever created or suffered by the Vendors from to these presents AND the VENDORS doeth hereby covenant with the PURCHASER, THAT notwithstanding any act, deed, or thing whatsoever, by the VENDORS or by any of their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the VENDORS at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell,

convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the PURCHASER, in the manner aforesaid AND THAT the PURCHASER shall and may at all times hereafter, peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the VENDORS well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the VENDORS or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as foresaid AND FURTHER THAT the vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the Vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER, do and execute, or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the PURCHASER, according to the true intent and meaning of these presents as be

reasonably required AND FURTHERMORE THAT the VENDORS shall be at all times hereafter indemnify and keep indemnified the Purchaser, against loss, damages, costs, charges and expenses if any suffered by reason of defect in the title of the Vendors or any breach of the covenants herein under contained.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Bastu land-measuring 3 Bigha 4 Chittacks be the same a little more or less together with more than 100 years old tin shed tenanted structure erected thereon (Area of structure 38880 ^{sq.ft} more or less) lying and situate at Municipal Premises No. 150A, Beliaghata Main Road, now known as 150A, Dr. Suresh Chandra Banerjee Road, Kolkata - 700010. ADSR Sealdah Dihi Panchannagram, Touzi No. previously 1298 at present 2833 of Alipore collectorate Division 3, Sub-Division 15, Holding Nos. 15, 16, 18 P.S. Beliaghata, Kolkata -700010 within Ward No.34 of the Kolkata Municipal Corporation marked in 'RED' border in the plan annexed hereto, butted and bounded in the following manner :-

On the North	:Partly By 150/1, Dr. Suresh Chandra banerjee Road and partly by Dr. Suresh Chandra Banerjee Road - 12 Ft.
On the South	:Partly by these Properties 150/2/H/18, 150/3/H/7, 150/17, 150/2/H/5, 150/20 Dr. Suresh Chandra banerjee Road
On the East	:141, 141/1, 142, 143, 144, 145, 146, 148, 149/A, Dr. Suresh Chandra banerjee Road
On the West	:Partly by these properties 150, 150/1, 150/H/1, 150/3, 150/3/1, 150B, Dr. Suresh Chandra banerjee Road.

Tenants

Mr. D. Singh Rs.300/-P.M., Ms. Genmot Rs.450/-P.M. Mr. Lahiri Rs.585/-P.M. P & T Residential Qtr. Rs.1800/- P.M. *approx 45 yrs.*

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands and seal by the day, month and year first above written.

SIGNED, SEALED AND
DELIVERED at Kolkata.

Witnesses :

[Handwritten signature]
SD A. K. Khandak
Kolkata

[Handwritten signature]
Bengali
Bengali

Zulekha Z. Bengali
Brij. Bengali

Z. Zainy
Bengali
[Handwritten signature]

Bengali

Amber
Amber

Hozarfa Ekhan
Anusma & Esufali

SR Bengali

Bengali

B. J. Kaur

B. J. Kaur

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Signature of the Vendors

2. Nidhi Jain
11, Vivek Lane, Kol-1

Drafted by :

Narayan Ranjan De
Narayan Ranjan De
Advocate
Alipore, Police Court,
Kolkata-700027.

Signature of the Purchaser

KAY-PEE REAL ESTATE

Kan n shen Rpat

DEPARTMENT

MEMO OF CONSIDERATION

RECEIVED from the within-named PURCHASER the within mentioned sum of Rs. 6,75,00,000.00 (Rupees Six Crores Seventy Five Lakhs only) being the full amount of consideration as per Memorandum below :-

<u>BANK'S NAME</u>	<u>CHEQUE</u>	<u>AMOUNT (RS.)</u>	<u>VENDOR</u>
KARNATAKA BANK	728928	605500.00	ZULEKHA Z BENGALI
KARNATAKA BANK	728929	1086112.00	ZULEKHA Z BENGALI
KARNATAKA BANK	728966	1211000.00	ARIF ZOEB BENGALI
KARNATAKA BANK	728967	2172223.00	ARIF ZOEB BENGALI
KARNATAKA BANK	728932	302875.00	ZAHABIYA ZAINY
KARNATAKA BANK	728933	543055.00	ZAHABIYA ZAINY
KARNATAKA BANK	728934	302875.00	BATUL ZAINY
KARNATAKA BANK	728935	543055.00	BATUL ZAINY
KARNATAKA BANK	728936	605750.00	ADNAN ZAINY
KARNATAKA BANK	728937	1086109.00	ADNAN ZAINY
KARNATAKA BANK	728942	1211000.00	ABBAS BENGALI
KARNATAKA BANK	728962	6672222.00	ABBAS BENGALI
KARNATAKA BANK	728938	605500.00	AMBER LOKHANDWALA
KARNATAKA BANK	728939	1086112.00	AMBER LOKHANDWALA
KARNATAKA BANK	728940	605500.00	AMAMA YUSUF
			SHARAFALI ESUFALI
KARNATAKA BANK	728941	1086112.00	AMAMA YUSUF
			HARAFALI ESUFALI
KARNATAKA BANK	728944	1090000.00	SAKINA R BENGALI
KARNATAKA BANK	728945	1955000.00	SAKINA R BENGALI
KARNATAKA BANK	728950	2180000.00	AMMER BENGALI
KARNATAKA BANK	728951	3910000.00	AMMAR BENGALI
KARNATAKA BANK	728946	1090000.00	UMEAIMAN Q BASRAI
KARNATAKA BANK	728947	1955000.00	UMEAIMAN Q BASRAI
KARNATAKA BANK	728963	1090000.00	BAZAT JUZAR MAMA
KARNATAKA BANK	728964	1955000.00	BAZAT JUZAR MAMA
KARNATAKA BANK	728952	1362500.00	ZULEKHA M BENGALI
KARNATAKA BANK	728953	2443750.00	ZULEKHA M BENGALI

KARNATAKA BANK	728954	2725000.00	SHABBIR BENGALI
KARNATAKA BANK	728955	4887500.00	SHABBIR BENGALI
KARNATAKA BANK	728956	1362500.00	BUSHAINA M DOOLA
KARNATAKA BANK	728957	2443750.00	BUSHAINA M DOOLA
KARNATAKA BANK	728958	5450000.00	SHABBIR BENGALIWALA
KARNATAKA BANK	728959	9775000.00	SHABBIR BENGALIWALA
KARNATAKA BANK	728960	700000.00	HOZAIFA HUSENI EKHLAS
KARNATAKA BANK	728961	1400000.00	HOZAIFA HUSENI EKHLAS

TOTAL Rs. 67500000.00

(Rupees SIX CRORES SEVENTY FIVE LACS ONLY)

Witness:

[Signature]

[Signature]
[Signature]

Zulekha Bengali
Prof. J. Bengali
J. Zainy

[Signature]
Hozaifa Ekhlal











[Signature]
Bengali
Amder

Amama J. Esufali












2. Hisham Tari
11, Chira Pori,
Kol-1

SPR Bengali
[Signature]
B. J. Hana
Zulekha












Signature of the Vendors

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	left hand					
	right hand					












Name ZULEKHA M BENGALI
 Signature Zulekha

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	left hand					
	right hand					












Name SHABIR BENGALI
 Signature Shabbir

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	left hand					
	right hand					

Name BUSHAINA M. DOOLA
 Signature Bushaina












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	left hand					
	right hand					

Name SHABIR BENGALIWALA
 Signature Shabbirwala

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	left hand					
	right hand					












Name SAKINA RAJAB BENGALI

Signature S. Rajabali

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	left hand					
	right hand					



Name AMMAR BENGALI

Signature Ammar Bengali

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	left hand					
	right hand					












Name UMEAIMEN QUREYSH BASRAI

Signature U. Basrai

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	right hand					












Name BAZAT JUZAR KAMA

Signature B. J. Kama

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	right hand					

Name ADNAN HASAN ZAINY

Signature 

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	right hand					





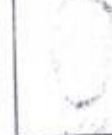






Name ABBAS BENGALI

Signature 

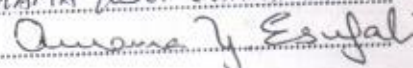
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	right hand					












Name AMBER SHAIKAT LOKHANDWALA

Signature 












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	right hand					

Name AMAMA YUSUF SHARAFALI ESUFALI












Signature 

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	right hand					












Name ZULEKHA Z. BENGALI
 Signature Zulekha Z. Bengali

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	right hand					












Name ARIF ZOEB BENGALI
 Signature Arif Zoeb Bengali

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	left hand					
	right hand					

Name ZAHABIYA HASAN ZAINY
 Signature Zainy


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	right hand					

Name BATUL HASAN ZAINY
 Signature Batul

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	right hand					

Name HOZAIFA HUSENI EKHAS

Signature HOZAIFA EKHAS

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PHOTO	left hand					
	right hand					

Name

Signature

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	left hand					
	right hand					

Name KIRAN DHIREN POPAT

Signature Kiran Dhiren Popat

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PHOTO	left hand					
	right hand					

Name

Signature