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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

7/c-2551/11
Certified that the Document is admitted for Registration. The Signature Sheet and its endorsement sheets attached to this document are the part of this Document. E 794487

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DEED OF CONVEYANCE

(The Property Valued at Rs. 23,60,000/-)

Additional Registrar
Princes L. Kolkata

12/11/11

THIS DEED OF CONVEYANCE is made on this the 4th day of November in the year Two Thousand and Eleven (2011) of the Christian eras.

BETWEEN

M/S M.M. CONSTRUCTION, a sole proprietorship firm being represented by its sole proprietor **SHRI ARINDAM MAJUMDER**, son of Shri Arabinda Majumder, holder of PAN AHJPM 7624A, having its registered office at Q-16, Srinagar, P.O- Panchasayar, Police Station-Sonarapur, Kolkata- 700094 Hereinafter called and referred to as the "**VENDOR**", (which expression shall unless excluded by or repugnant to the context shall mean and include its successors, executors, administrators, legal representative, successors-in-interest, successors-in-office and assign etc) of the **ONE PART**.

AND

M/S BRINDABAN ENCLAVE PVT LTD, a company incorporated under the provisions of the Companies Act, holder of PAN-AACCB7610C having its registered office at 6C, Elgin Road, Oriental House, 4th Floor, P.S.-Bhawanipur, Kolkata- 700020, being represented by their Authorized Signatory **SHRI KRISHNA MODI**, son of Shri Deokinandan Modi, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context shall mean and include its successors, executors, administrators, legal representative, successors-in-interest, successors-in-office and assign etc) of the **OTHER PART**.

WHEREAS one **SHRI BISWA SEKHAR MONDAL** and **SHRI SASANKA SEKHAR MONDAL**, legal heirs of one **PRAVASH CHANDRA MONDAL** since deceased who became the absolute owners in respect of the property marked as "CHA" and "CAA" of Sali land as delineated in the plan annexed with the reports submitted by the Ld. Pleader Commissioner in respect of a "Suit for Partition and Declaration" being the T.S. No-16 of 1941 filed by the "Suburban Agricultural Diary & Fishery Company Limited" was pending before the Ld. Court of 3rd Sub Judge at Alipur where the said Ld. Court passed the final decree in the Order No-546 dated 14th July, 1971.

AND WHEREAS while the said **SHRI SASANKA SEKHAR MONDAL** had been enjoying the right, title, interest and possession in respect of his allotted share of 9 Bighas 15 Kattahs as per the said final decree passed by the said Ld. Court appertaining to R.S. Dag No-191 under R.S. Khatian No-131 sold, conveyed and transferred the said land measuring more or less 09 Bighas 15 Kattah to one 1) **SHRI NRISINGHA CHAKRABORTY** son of Late Dharmadas Chakraborty, 2)

SMT. SMRITI DUTTA son of Shri Mati Dutta, 3) **SMT BALLARI GHOSH** wife of Shri Ashim Kumar Ghosh, 4) **SMT. PRABHA DEB ROY** wife of Shri Jatin Deb Roy by virtue of 'Deed of Conveyance' which was registered in the office of the A.D.S.R. Sealdah on 14/10/1988 and duly recorded in Book No- I, Volume No-32, Pages in written 407 to 428, Being no- 1299 and for the Year 1988.

AND WHEREAS while the said 1) **SHRI NRISINGHA CHAKRABORTY** son of Late Dharmadas Chakraborty, 2) **SMT. SMRITI DUTTA** son of Shri Mati Dutta, had been enjoying the right, title, interest and possession in respect of 08 Annas share in the said landed property measuring more or less 9 Bighas 15 Kattahs appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza- Nayabad, executed a registered Power of Attorney for the sake of convenience to transfer their ownership in respect of the aforesaid property, where they duly nominated, constituted and appointed one **SHRI DEBDULAL MAJUMDER** son of Shri Paresh Chandra Majumder as their "LAWFUL ATTORNEY" which was registered in the office of D.S.R- Alipore on 18/02/1989 and duly recorded in Book no- IV, Volume no- 2, Pages in written 144 to 148, Deed no- 91 and for the year 1989.

AND WHEREAS while the said **SMT. PRABHA DEB ROY** wife of Shri Jatin Deb Roy had been enjoying the right, title, interest and possession in respect of 04 Annas share in the said landed property measuring more or less 9 Bighas 15 Kattahs appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza- Nayabad, executed a registered Power of Attorney for the sake of convenience to transfer her ownership in respect of the aforesaid property, where she duly nominated, constituted and appointed one **SHRI DEBDULAL MAJUMDER** son of Shri Paresh Chandra Majumder as "LAWFUL ATTORNEY" which was registered in the office of

IV, Volume no- 21, Pages in written 31 to 36, Deed no- 950 and for the year 1988.

AND WHEREAS while the said **SMT BALLARI GHOSH** wife of Shri Ashim Kumar Ghosh had been enjoying the right, title, interest and possession in respect of 04 Annas share in the said landed property measuring more or less 9 Bighas 15 Kattahs appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza- Nayabad, executed a registered Power of Attorney for the sake of convenience to transfer her ownership in respect of the aforesaid property, where she duly nominated, constituted and appointed one **SHRI DEBDULAL MAJUMDER** son of Shri Paresh Chandra Majumder as "**LAWFUL ATTORNEY**" which was registered in the office of A.D.S.R- Alipore on 9/02/1989 and duly recorded in Book no- IV, Volume no- 3, Pages in written 169 to 174, Deed no- 108 and for the year 1989.

AND WHEREAS while the said 1) **SHRI NRISINGHA CHAKRABORTY** son of Late Dharmadas Chakraborty, 2) **SMT. SMRITI DUTTA** son of Shri Mati Dutta, 3) **SMT BALLARI GHOSH** wife of Shri Ashim Kumar Ghosh, 4) **SMT. PRABHA DEB ROY** wife of Shri Jatin Deb Roy had been enjoying the right, title, interest and possession in respect of their 9 Bighas 15 Kattahs appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 sold, conveyed and transferred a demarcated portion of land measuring more or less 40 Kattah 01 Chittaks 32 Square feet through their constituted attorney **SHRI DEBDULAL MAJUMDER** son of Shri Paresh Chandra Majumder to one **M/S M.M. CONSTRUCTION** represented by its sole proprietor **SHRI ARINDAM MAJUMDER** son of Shri Arabinda Majumder, the Vendor herein by virtue of 'Deed of Conveyance' which was registered in the office of the D.S.R.- III, Alipore on 11/01/2007 and duly recorded in Book no- I,

Volume no- 10, Pages in written- 4532 to 4552 Being no- 05374 and for the Year 2010.

AND WHEREAS while the said 1) **SHRI NRISINGHA CHAKRABORTY** son of Late Dharmadas Chakraborty, 2) **SMT. SMRITI DUTTA** son of Shri Mati Dutta, 3) **SMT BALLARI GHOSH** wife of Shri Ashim Kumar Ghosh, 4) **SMT. PRABHA DEB ROY** wife of Shri Jatin Deb Roy had been enjoying the right, title, interest and possession in respect of their remaining land out of said total land of 9 Bighas 15 Kattahs appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 sold, conveyed and transferred a demarcated portion of land measuring more or less 22 Kattah 03 Chittaks 06 Square feet by their constituted attorney **SHRI DEBDULAL MAJUMDER** son of Shri Paresh Chandra Majumder to one **M/S M.M. CONSTRUCTION** represented by its sole proprietor **SHRI ARINDAM MAJUMDER** son of Shri Arabinda Majumder, the Vendor herein, by virtue of 'Deed of Conveyance' which was registered in the office of the D.S.R.-III, Alipore on 11/01/2007 and duly recorded in Book no- I, Volume no- 10, Pages in written- 4645 to 4663 Being no- 05378 and for the Year 2010.

AND WHEREAS since such purchase the said **M/S M.M. CONSTRUCTION**, the Vendor herein has been enjoying the right, title, interest and possession of specifically demarcated land measuring about 62 Kattah 04 Chittaks 38 Square feet of landed property comprising in R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza - Nayabad upon mutating its name in respect of the schedule property before the authority of B.L.& L.R.O. vide Mutation Reference No-1703/2010 and 1736/2010 respectively without any interference from others.

AND WHEREAS while the said **M/S M.M. CONSTRUCTION**, the Vendor herein has been enjoying the right, title, interest and possession in respect of the said demarcated land

measuring more or less 62 Kattah 04 Chittaks 38 Square feet of landed property appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza - Nayabad, a portion of land measuring more or less 05 Kattah 14 Chittaks 35 Sqft merged with the K.M.C. road development work and thus net land become reduced into more or less 56 Kattah 06 Chittaks 03 Sqft and thereafter since a considerable period, the present owner i.e. **M/S M.M. CONSTRUCTION** has been enjoying the right, title, interest and possession as absolute owner in respect of the demarcated land measuring about **56 Kattah 06 Chittaks 03 Sqft** of landed property appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza - Nayabad.

AND WHEREAS while the said **M/S M.M. CONSTRUCTION**, the Vendor herein has been enjoying the right, title, interest and possession in respect of the demarcated land measuring about **56 Kattah 06 Chittaks 03 Sqft** appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza- Nayabad, made a scheme plan and divided its whole land measuring about **56 Kattah 06 Chittaks 03 Sqft** into separate sizes demarcated plots for the purpose of transfer the same.

Now the Vendor being in financial requirement has decided to sell out and transfer the schedule property measuring more or less **04 Kattah 01 Chittaks 37 Square feet** appertaining to R.S. Dag no- 191 under R.S. Khatian no- 131 in Mouza- Nayabad and the Purchaser herein, after going through all the relevant documents and being satisfied about the good and marketable title of the Vendor after causing searches thereof has agreed to purchase the said land fully described in the schedule hereunder written and hereinafter called the said land at a price of **Rs.23,60,000/- (Rupees Twenty Three Lakhs and Sixty Thousand only)** which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

AND WHEREAS the Vendor has assured and represented unto the purchaser as follows:

- 1) The Vendor is having permanent heritable and transferable rights in the said land and are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land and are entitled to deal with and transfer the said land without any restriction, dispute, denial, claim or obligation from any body else.
- 2) The said demarcated land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendor has duly paid all rates, land revenues, Municipal Taxes including all other impositions and/or outgoings payable in respect of his land up to the date of execution of the "Deed of Conveyance".
- 4) The Vendor has not received and is not aware of any notice of acquisitions or requisition or alignments of the said land or any part thereof and no suit or proceedings relating to the said land has been initiated and / or is pending in any court of law and the said land is free from any lispendences.
- 5) The Vendor has not entered into any agreement with any third party for sale or otherwise in respect of the Schedule demarcated land or any portion thereof.
- 6) The Schedule land has not been given for agriculture to any "CHASI", "BHAGCHASI" and / or any "JOTEDAR".
- 7) That the Schedule land is **Sali** in nature.

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the said sum of **Rs.23,60,000/- (Rupees Twenty Three Lakhs and Sixty Thousand only)** paid by the Purchaser to the Vendor at the time of execution of these presents (the receipt of which the Vendor hereby admit and acknowledge).

The Vendor hereby sell, convey, transfer, grant, assure and assign to and unto the Purchaser the SAID LAND fully described in the schedule hereunder written and hereinafter and before called the "SCHEDULE LAND" TOGETHER WITH all the legal incidents thereof AND also all deeds, Pattas and porchas, title deeds exclusively relating thereto AND also with all rights, privileges, easements, rents, issues and profits and yield thereof AND all the estate right, title, interest, property claim and demand whatsoever of the Vendor into and upon the said premises AND all other benefits and rights appertaining thereto AND various rights in all approaches, paths, passages thereto TOGETHER WITH all its rights, liberties, privileges, easements and quasi-easements whatsoever at law and in equity to and unto the Purchaser TO HAVE AND TO HOLD the same absolutely and forever as heritable and transferable estate in free simple in possession, free from all encumbrances charges, mortgages, acquisitions, requisitions, alignments, lispences whatsoever but subject to payment of annual land revenue (Khajana) thereof now to the Government of West Bengal free from all encumbrances, trust, liens, charges and attachments.

THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:

- I) The right, title and interest in the land of the said premises which the Vendor do hereby profess to transfer and that the Vendor has the absolute right, full power and absolute authority to grant, sell, convey, transfer unto the Purchaser, ownership entitlements, rights, title and interest in the said demarcated land together with the benefits and rights in the manner aforesaid including rights of easements thereof in the manner aforesaid.
- II) After purchasing the said land, the Purchaser shall have absolute authority to sell, transfer, assign, mortgage and /or let out the said land or any part thereof and the Purchaser shall have the right to mutate its names in respect of the said land and to construct building or buildings with the prior sanction or approval of the concerned authority.
- III) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said land and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor and its predecessors-in-title or any person or persons claiming through under or in trust for the Vendor and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

IV) The Vendor shall hereafter upon reasonable request at the cost of the Purchaser make do, execute and perform all such further and/or other acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said premises in favour of the purchaser.

V) The Vendor has not done any act, deed or thing or made any grant whereby or by reason whereof the transfer of land hereby made and the rights of the Purchaser hereunder may be prejudicially affected.

VI) That if any error or omission in the recital of the 'Deed of Conveyance', transpires at a later date, the Vendor at the cost and request of the purchaser shall do and execute or cause to be done or executed any 'Supplementary Deed' or 'Deed of Declaration' or 'Deed of Rectification' whatsoever in favour of the Purchaser.

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF LAND measuring more or less **04 Kattah 01 Chittaks 37 Square feet** together with a tile shed dwelling structure measuring more or less 100 Sqft situated within **Mouza- Nayabad**, appertaining to **R.S. Dag no- 191** under R.S Khatian no- 131, J.L no- 25, R.S. No- 102, Collectorate Touzi no-56, under **K.M.C. Ward no- 109, Police Station- Purba Jadavpur**, District- 24 Parganas (S), under the jurisdiction of the Kolkata Municipal Corporation, Jadavpur Unit, Borough no- XII, together with all rights, title, interest, possession, claim, demand, profits, ingress and egress rights, easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and more fully shown in the copy of annexed plan delineated in the "**RED VERGE**" which is butted and bounded as follows:-

ON THE NORTH : Part land of R.S. Dag no- 191.

ON THE SOUTH : Vendor's land appertaining to R.S. Dag no- 191.

ON THE EAST : Vendor's land appertaining to R.S. Dag no- 191.

ON THE WEST : 23 ft 3 inches wide road.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

WITNESSES:

1. *Mohi ul Madat*
7/1 G. S. Hillm Park
2. *Mohi ul Madat*
Sainagar -
Kolkata - 94

For M. M. CONSTRUCTION
Brindaban Enclave

Proprietor

SIGNATURE OF THE VENDOR

BRINDABAN ENCLAVE PVT. LTD.

Brindaban Enclave
Authorized Signatory / Director.

SIGNATURE OF PURCHASER

Drafted by me as per documents and information furnished by the Vendors.

MD. MAHFUZ TAKRIM

ADVOCATE

MD. MAHFUZ TAKRIM
Advocate & Valuer
High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.23,60,000/- (Rupees Twenty Three Lakhs and Sixty Thousand only) being the consideration in full and final payment as per memo below:

PARTICULAR :	ISSUED IN THE NAME OF	AMOUNT IN RUPEES :
Banker's Cheque vide No-388634 dated:03/11/2011 issued by City Bank N.A.	M.M. CONSTRUCTION	Rs.23,60,000/-
TOTAL=		Rs.23,60,000/-

TOTAL RUPEES TWENTY THREE LAKHS AND SIXTY THOUSAND ONLY.

WITNESSES:

1. Motilal Mandal
7/1 Green Park
KOL-99

2. Nishil Ch. Kundu
Secinagar
Kolkata-74

For M. M. CONSTRUCTION
Arindam Mondal
Proprietor

SIGNATURE OF THE VENDOR

Photo & Signatures
of the Executants /
Presentant

SPECIMEN FOR TEN FINGERPRINTS



BRINDAVAN ENCLAVE PVT. LTD.
[Signature]
Authorized Signatory / Director



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(Left Hand)



Index



Thumb



Thumb



Index



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(Right Hand)



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For M. M. CONSTRUCTION
[Signature]
Proprietor



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(Left Hand)



Index



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Index



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(Right Hand)



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Middle
(Left Hand)



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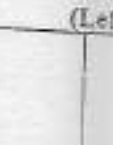
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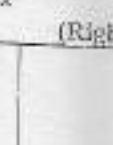
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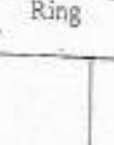
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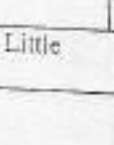
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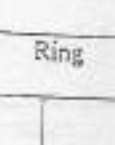
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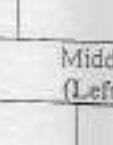
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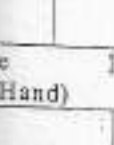
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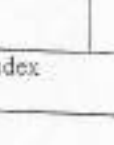
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Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : 1 - 09722 of 2011
(Serial No. 08714 of 2011)

On

Payment of Fees:

On 04/11/2011

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18.50 hrs on :04/11/2011, at the Private residence by Krishna Modi
Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 04/11/2011 by

1. Arindam Majumder
Proprietor, M/ S. M. M. Construction, Q-16, Srinagar, CALCUTTA, Thana:-Sonarpur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :-Panchasayar Pin :-700094
, By Profession : Others

2. Krishna Modi
Authorised Signatory, M/ S, Brindaban Enclave Pvt. Ltd., 6 C, Elgin Road(Lala Lajpat Rai Sarani),
CALCUTTA, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin
:-700020
, By Profession : Others

Identified By Md. Mahfuz Takrim, son of High Court, CALCUTTA, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Advocate.

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 05/11/2011

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-3115417/-

Certified that the required stamp duty of this document is Rs.- 218099 /- and the Stamp duty paid as:
Impressive Rs.- 100/-

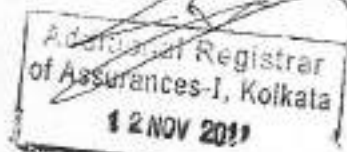
(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 12/11/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:



(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 1 of 2

12/11/2011 12:35:00



Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 09722 of 2011
(Serial No. 08714 of 2011)

Amount By Cash

Rs. 34363/-, on 12/11/2011

(Under Article : A(1) = 34265/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 12/11/2011)

Deficit stamp duty

Deficit stamp duty Rs. 218099/- is paid 27764009/11/2011 State Bank of India, LA MARTINIERE,
received on 12/11/2011

(Sadhan Chandra Das)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



Additional Registrar
of Assurances-I, Kolkata
12 NOV 2011

(Sadhan Chandra Das)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Endorsement Page 2 of 2

12/11/2011 12:35:00

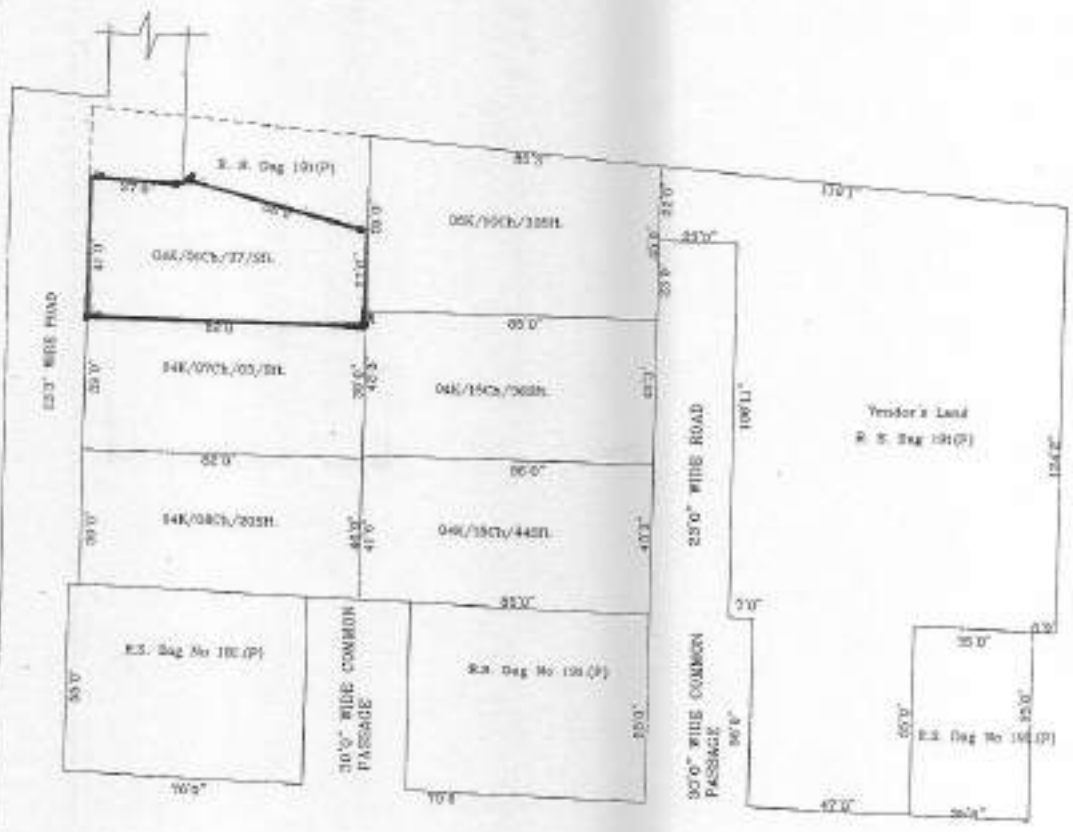
DEED PLAN SHOWN THE PLOT OF LAND APPERTAINING TO R.S. DAG NO.-191,
 UNDER R.S. KHATIAN NO. 131, IN MOUZA - NAYABAD, J.L. NO. 25,
 WITHIN K.M.C. WARD NO. 109, P.S. PURBA JADAVPUR,
 KOIKATA-700 094, SOLD TO M/S BRINDABAN ENCLAVE PVT. LTD.



AREA OF LAND= 04K. 01CH. 37 SFT.
 SHOWN IN RED BORDER LINE

Name of Vendor
 M/s M.M. Construction
 Represented by its sole
 Proprietor Shri Anandam
 Majumder

Land of R.S. Dag No-135



30'0" WIDE ROAD
 For M. M. CONSTRUCTION
 Anandam Majumder
 Proprietor

For M. M. CONSTRUCTION
 Anandam Majumder
 Proprietor
 Sig. Of Vendor

BRINDABAN ENCLAVE PVT. LTD.

 Authorised Signatory / Director
 Sig. Of Purchaser

Bijoy Sarkar
 BIJOY SARKAR, Civil Engg.
 Architectural Designer, Surveyor,
 Supervisor Planner & Estimator.
 K M C L B. S. No. 1251/II.
 Sig. Of I.I.S.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 6521 to 6541
being No 09722 for the year 2011.



(Sudhan Chandra Das) 16-November-2011
ADDL. REGISTRAR OF ASSURANCE-1 OF KOLKATA
Office of the A.R.A.-1 KOLKATA
West Bengal