भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

भूमिकोरक पश्चिम बंगाल WEST BENGAL C 307386

DEED OF CONVEYANCE

(The Property Valued at Rs.3,10,000/-)

THIS DEED OF CONVEYANCE made this the 20th day of July, Two Thousand and Seven, (2007) A.D. BETWEEN MRS. ISHRAT BANO [illegible] Md. Noorun Nabi Rather, by faith – Islam, by Occupation – House [illegible] residing at 9/1C, Ekbalpur Lane, P.S. Ekbalpur, Kolkata – 700023, hereinafter called and referred to as the "VENDOR" (which terms or expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include her respective heir , and heirs, successor or successors, executors, administrator or administrators, representative or representatives, assign or assigns etc.) of the ONE PART .

SHAGUFATH MAZAR PVT. LTD.

Serial No. ——
Valid to ——
Address ——
By ——
C.R.J.A.'S. Court
9, Rainbow St., Cal-1.
27 JUN 2007

SANJAY KUMAR JAIN
Advocate
9, Old China Bazar Street
Kolkata-700001

Syed Jameem Ali Meerzi

Mohamed Stamp Vendor
C.M.C. Court
9, Rainbow Street, Calcutta

Presented for Registration
Date
Sd/-

Modiner Enclave Private Limited

ANE HOUSING PVT. LTD
Through its Director
LAGAN NIRMAN PVT. LTD.
MORY ESTATE PVT. LTD.
MORE PROPERTY PVT. LTD.
Navrang Enclave Private Limited
Natraja Housing Private Limited
MOHINI MULTIPLEX PVT. LTD.

PRACHI HOUSING PVT. LTD.
PRISHMA PROMOTERS PVT. LTD.
Syed Jameem Ali Meerzi
Director/Authorised Attorney

Identified by me
Advocate
Sc. City Road, Kol-700

Sd/-

AND

(1) MADHUR ENCLAVE PVT. LTD., a private limited company within the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(2) MAINK HOUSING PVT. LTD.**, a private limited company within the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(3) LAGAN NIRMAN PVT. LTD.**, a private limited company within the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(4) MEMORY ESTATE PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(5) MIRIK PROPERTY PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(6) NAVRANG ENCLAVE PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(7) NAMRATA HOUSING PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(8) MOHINI MULTIPLEX PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(9) PRACHI HOUSING PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(10) PURNIMA PROMOTERS PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, herein after referred to as the **"PURCHASERS"** which expression shall unless excluded by or repugnant to the subject or

Context shall include their successors in interest agents and assigns of the **OTHER PART**.

WHEREAS one Sahebjan Sardar was the original owner-cum-possessor in respect of ALL THAT the piece and parcel of 30 decimals of Danga land in Dag No.4029, 41 decimals of Danga land in Dag No.4030 and 19 decimals of Danga land in Dag No.4071 all recorded in C.S. Khatian no.1160 and other lands totaling to 1.47 Acre all in J.L. No.47, Touji No.109 within Mouza Barhana Farabad, Police Station Sonarpur, District: 24-Parganas and the same were recorded in his name in the records of the District Settlement Office ;

AND WHEREAS the aforesaid Sahebjan Sardar died intestate leaving behind his four sons namely I) Khorshed Ali Sardar, II) Mohammad Ali Sardar, III) Ahammad Ali Sardar, IV) Gaffar Ali Sardar, and two daughters namely I) Deljan Bibi, II) Goljan Bibi and one wife namely Kadijan Bibi to inherit him under the Sunni School of Mohammedan Law and thereby they have acquired their respective share by way of inheritance of the aforesaid 1.47 Acre of lands and while in possession of the same were recorded in their names in the Revisional Settlement records;

AND WHEREAS one Yaar Ali Mondal became the owner by way of Purchase from the said Mohammad Ali Sardar by and under two separate Deeds of Conveyance both dated 27th October, 1987 and registered with the Sub-Registrar at Baruipur being Deed Nos. 10579 and 10580 respectively both for the year 1987 , ALL THAT the piece and parcel of 27 decimals out of 30 decimals of Danga land in Dag no.4029 and out of 41 decimals of Danga land in Dag No.4030 and out of 19 decimals of Danga land in Dag No.4071 all in R.S. and C.S. Khatian No.1160 and other lands totaling to 36.75 decimals all in J.L. No.47, Touzi No.109 within Mouza Barhana Farabad, Police Station Sonarpur, District 24-Parganas (South).

AND WHEREAS said Yaar Ali Mondal had again became owner by way of Purchase from different Vendors contained in eight separate Deed of Conveyances all registered with the Sub-Registrar at Baruipur, being Deed No.1132 for the year 1958, Deed No.3048 and 3049 both for the year 1960, Deed No. 10487 for the year 1962, Deed No.2598 and 8870 both for the year 1963, Deed No.7439 for the year 1964 and Deed No. 11763 for the year 1965 and one Deed of Conveyance was registered with the Sub-Registrar at Sonarpur being Deed No.1936 for the year 1967, ALL THAT piece and parcel of 20 decimals out of 30 decimals of Danga land in Dag No.4029, 16 decimals out of 41 decimals of Danga land in Dag No. 4030 and 17 decimals out of 19 decimals of Danga land in Dag No.4071 totaling to 59 decimals all recorded in R.S. and C.S. Khatian No.1160 in J.L. No. 47, Touji No. 109 within Mouza Barhans Farabad, Police Station Sonarpur, District South 24-Parganas.

AND WHEREAS one Arshi Fatma became owner by way of Purchase from the said Yaar Ali Mondal by and under a Deed of Conveyance dated 7th April, 1997 registered with the A. D. S. R. Sonarpur being Deed No.7926 for the year 1997, ALL THAT piece and parcel of 16 decimals of Danga land in Dag No. 4030 and 17 decimals of Danga land in Dag No.4071 both recorded in R.S. Khatian No.1160 in J.L. No. 47, Touzi No.109, within Phase-I of Gulmohar Nagar in Mouza Barhans Farabad, Police Station Sonarpur, District: South 24-Parganas, as per map annexed in the said Deed.

AND WHEREAS one Ziaur Rahman and Nawed Zia, became the owner by way of Purchase from the said Yaar Ali Mondal by and under Deed of Conveyance dated 7th April 1997 registered with the A.D.S.R. being Deed No.7925 for the year 1997, ALL THAT piece and parcel of 7 decimals of Danga land in Dag No.4030 in R.S.khatian No.1160, J.L. No.47 within Mouza Barhans Farabad, Police Station Sonarpur, District: South 24-Parganas, as per map annexed in the said Deed.

AND WHEREAS one M/s. Al-Hamd Builders Private Limited became the owner by way of Purchase from the said Yaar Ali Mondal by and under a Deed of

being Deed No.7001 for the year 1997, ALL THAT piece and parcel of 26 decimals of Danga land in Dag No.4029 recorded in R.S. Khatian No.1160, J.L. No.47 within Mouza Barbara Farabad, Police Station Sonarpur, District: South 24-Parganas, as per map annexed in the said Deed.

AND WHEREAS by the aforementioned circumstances, the aforesaid Zinar Rahman, Naved Zia, Arshi Fatma and M/s.Al-Hamd Builders Private Limited acquired seized and possessed and / were sufficiently entitled to ALL THAT piece and parcel of 26 decimals of Danga land in Dag No.4029, 23 decimals of Danga land in Dag No.4030 and 17 decimals of Danga land in Dag No. 4071 all recorded in R.S. Khatian no.1160, J.L. No.47 within Mouza Barbara Farabad, Police Station Sonarpur, District: South 24-Parganas.

AND WHEREAS by and under an Agreement for Sale dated 14th November, 1995 made BETWEEN Zinar Rahman, Naved Zia, Arshi Fatma, and M/s. Al-Hamd Builders Private Limited AND M/s. Gulmohar Land and Housing Development Company, whereby and where under the said M/s. Gulmohar Land and Housing Development Company had acquired the right to purchase the aforesaid lands in favour of the itself and / or its nominee or nominees from the aforesaid Zinar Rahman, Naved Zia, Arshi Fatma and M/s.Al-Hamd Builders Private Limited, including the right to divide the said lands in small plots and under other terms and conditions contained therein ;

AND WHEREAS the said M/s.Gulmohar Land and Housing Development Company formulated a scheme of Plots for the residential purpose under the name and style of Gulmohar Nagar to develop the said lands.

AND WHEREAS one Ishrat Hasu, (the Vendor herein) being satisfied with the aforesaid scheme on the aforesaid lands requested M/s.Gulmohar Land and Housing Development Company to procure for purchase the schedule mentioned land and become the owner by way of Purchase from Zinar Rahman, Naved Zia, Arshi Fatma, M/s.Al-Hamd Builders Private Limited, as the Vendor and M/s.Gulmohar Land and Housing Development Company as the Confirming Party, ALL THAT piece and parcel of .33 decimals of Danga land in Dag

decimals out of 19 decimals of Danga land in Dag No.4071 totalling to .0661 decimals all recorded in R.S. and C.S. Khatian No.1160 in Phase-I, Plot No.ND1 within Gitanjali Nagar in LL.No.47, Tauzi No.109 within Mouza Barbana Faridabad, Police Station Sonarpur, District: South 24-Parganas within the jurisdiction of Rajpur Sonarpur Municipality. TOGETHER WITH all easement rights to egress and ingress telephone line, gas connection, electricity, water supply drainage etc. through the said passage, together with drains, water, water-courses all lights, liberties, easements, right, title, interest, claims and demands, which was duly recorded in the Book No. 1, Volume No. 47, Pages No. 365 to 384, Being No. 556 for the year 1998, registered at with the D.S.R.Alipore, on 5th November, 1997, as per map annexed in the said Deed.

AND WHEREAS the Vendor herein in urgent need of money for her legal necessities and declared to Sell the Schedule landed property at lump sum price or consideration amount to the tune of Rs.3,10,000/-, (Rupees Three Lakhs Ten Thousand) only .

AND WHEREAS the Purchaser herein being informed about such intention of the present Vendor the Purchaser Offered to purchase the Schedule mentioned landed property at the said consideration amount of Rs. 3,10,000/-, (Rupees Three Lakhs Ten Thousand) only) only **AND** the Vendor has accepted the said proposal of the Purchaser at the aforesaid consideration of price fixed and settled and free from all encumbrances.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement by and between the **VENDOR** and the **PURCHASER** and in consideration to the tune of Rs. 3,10,000/-, (Rupees Three Lakhs Ten Thousand), only paid by the Purchaser to the Vendor on or before execution of these presents (the receipt of which the Vendor does hereby acknowledge and admit as per Memo of Consideration/Receipt hereunder written) Vendor doth here admit and acknowledge and of the from the same and every part thereof hereby acquit, release, exonerate and for ever discharge and the Vendor doth hereby grant transfer, sell, convey, assign and assured unto and in favour of the Purchaser in respect of the Schedule mentioned property more particularly

ADDITIONAL DISTRICT MAGISTRATE
KOLKATA

attached hereto demarcated by Colour **"RED"** together its absolute use, occupation benefit and enjoyment more or less .0661 decimals i.e. 4 Kattaha with boundary wall lying and situated at Mouza- Bothata Farabad, under ward no.-26 of Rajpur Sonarpur Municipality which is more fully and particularly mentioned and described in the Schedule hereunder written hereunder called and referred to as the **'Schedule Property' OR HOWSOEVER OTHERWISE,** the said property or any part thereof were or was situated and hemed and bounded called known, mentioned, described or distinguished **TOGETHER WITH** all yards, court-yards, paths, passages, fences, ditches, trees, water courses, water sewers. Drains, advantages, of ancient of other rights, liberties, privileges benefits, etc. and all other easement rights or usually held, enjoyed of occupied therewith or reputed to belong or be appurtenances thereto or known as part and parcel and number thereof.

AND the reversion or reversions, remainder or remainders and all the rents issues and profits, thereof.

AND all the estate right, title interest, property claim and demand whatsoever either at law or in equity of the Vendors upon the said property and any part thereof.

TO HAVE AND TO HOLD the said property or any part thereof hereby granted, conveyed, transferred, assigned or expressed or intended so to be inclusive of all rights on paths and passages and all other appurtenances hereunder written unto and to the absolute use, appurtenances hereunder written unto and to the absolute use, occupation, benefits of the purchaser forever free from all encumbrances, liberties, lien or attachments whatsoever, the possession wherefrom all encumbrances **AND** the Vendor doth hereby covenant with the purchaser and the Vendor hereby give their consent in the matter of mutation in the name of the Purchaser before the Rajpur Sonarpur Municipality and in the matter of bringing the electric connection and connecting the tap water connection in the Schedule land through overhead or underground. **AND** the purchaser shall and may at all times hereafter peacefully and equitably hold possess and enjoy or occupy the said land and every part thereof on payment of rent to the Collector, 24-Parganas

office of the B.L. & L.R.O. concerned and receive the rents issues and profits thereof without any lawful eviction, interruption, claim and demand whatsoever any person or persons lawfully or equitably claiming from under or in trust for the vendor or any of their heirs, executors, successors, administrators and predecessors-in-title and the free discharged saved harmless and keep the purchaser indemnified from or against all charges and estates encumbrances whatsoever made or suffered by the vendors or any person of persons lawfully or equitably claiming as aforesaid.

AND the vendor hereby further declares that she has full power, exclusive and absolute right, indefeasible and valid title and over the schedule mentioned property.

AND the Vendor further declare that the Schedule property has not been previously sold, leased, mortgaged, gifted or any other was transferred or encumbered and there is no charge, liens, impediances or encumbrances whatsoever nor there is any case or suit or proceeding pending civil case before any Court of Law and subsequently if it is found that the representations made by the Vendors in these presents as well as in these covenants are false and fabricated and the purchaser may suffer any loss or charges or damages, the Vendors or any other person or persons relating to them shall be liable to compensates the loss or damages as may be sustained by the Purchaser. 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 execute any Supplementary Deed or Deed of Declaration or Deed of Rectification whatsoever in favour of the Purchaser.

BHAGHATHI ARMAN PVT. LTD.

SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL of **Danga** land measuring more or less .0093 Satak i.e. 5 Chittak 6 Sqft lying under **R.S.Dag No.- 4029**, .0525 Satak i.e. 3 Kattah 2 Chittak 37 Sqft lying under **R.S.Dag No. – 4030** and .0083 Satak i.e. 8 Chittak 2 Sqft lying under **R.S. Dag No.4071**, i.e. altogether measuring more or less .0661 Satak i.e. **4 Kattah Danga land** under **Mouza – Barhanu Faridpur**, C.S. & **R.S. Khatian No.- 1160**, in Phase – I, Plot No.ND-1, within Gulmohar Nagar in J.L. No.-47, Tauji No.109, **P.S.- Sonarpur**, District: 24-Parganas (South) **within Ward No.26 of Rajpur Sonarpur Municipality** demarcated by Colour **"RED"** in the map annexed herewith, with all easement rights, privileges, advantages, and benefits attached therein and thereto which is more specifically delineated in the sketch map or plan marked with **RED** border lines hereto which is being part and parcel of this Deed and which is butted and bounded as follows :

ON THE NORTH	: Land of R.S.Dag No.4030 & 4071 and Plot no.ND-3.
ON THE SOUTH	: Land of R.S.Dag No.4030 & 4029 & Common Passage.
ON THE EAST	: Land of R.S. Dag No.4029 and Plot no.ND-2.
ON THE WEST	: Land of R.S.Dag No.4071 and Plot no.NP-1 & NP-2.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

Sd/- DE B 0/D

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

BHAGIRATHI [illegible] PVT. LTD.

IN WITNESSES WHEREOF the vendor have set and subscribed their respective hands and seals they day, month and year written first here above.

SEALED, SIGNED AND DELIVERED
IN PRESENCE OF WITNESSES:

1. Sanjay Jain
SANJAY KUMAR JAIN
Advocate
8, Old China Bazar Street
Kolkata-700001

(Signature of the Vendor)

2. Prof. Nirmal Kanti Bhattacharjee
S/o Late Bhupendra Lane
Kolkata - 700023

(Signature of the Purchaser)

MANK HOUSING P. LTD.
MADHUP ENCLAVE PVT. LTD.
LAGUNA HOUSING P. LTD.
[illegible] P. LTD.
[illegible] P. LTD.
MOHAN MULTIPLEX P. LTD.
[illegible] HOUSING P. LTD.
PATHMA PROMOTERS P. LTD.
SAMHITA HOUSING P. LTD.
PARWANI ENCLAVE PVT. LTD.
Syed Jameem Ali
Director/Constituted Attorney

Drafted by me.

24/8/07

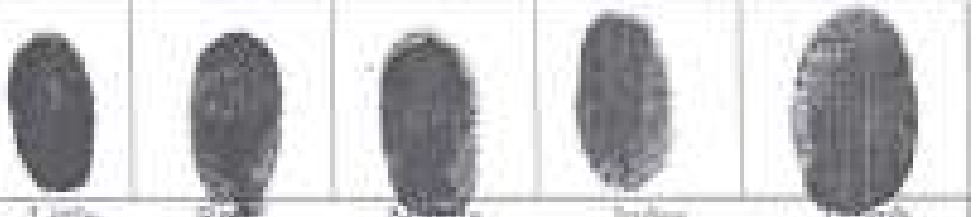
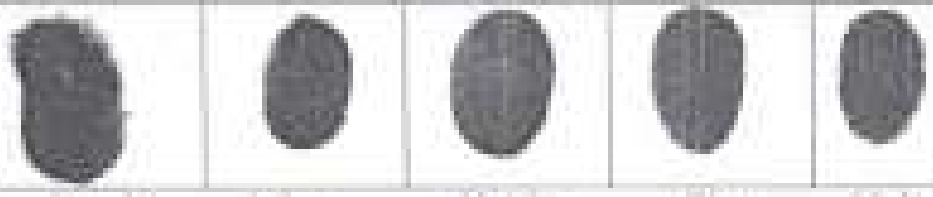
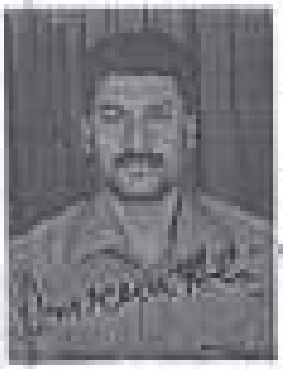
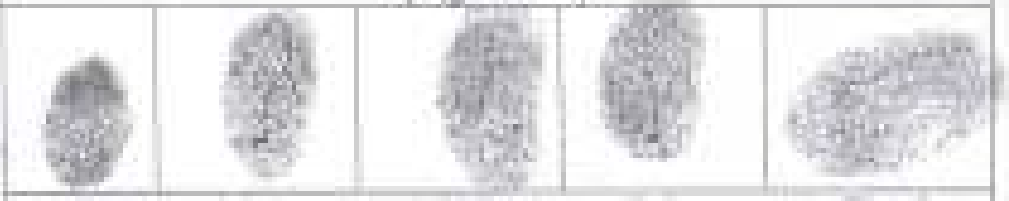
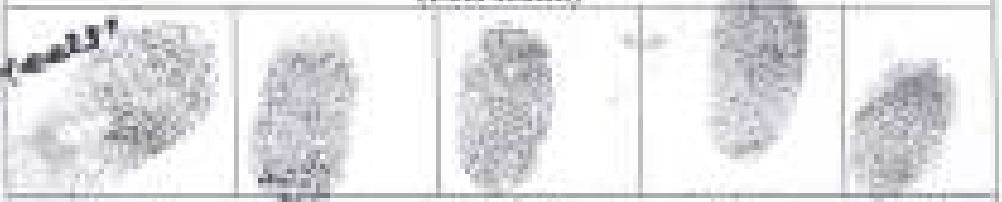
MD.MAHFUZ TAKRIM
Advocate.

MD MAHFUZ TAKRIM
B. Sc. SPL. B.A (Double) M.A LL.B. C.T.H.
Advocate, [illegible] Real Estate Manager
Sr. Law Officer
E [illegible] GROUP
9C, Elgin Road, Kolkata-20

BHAGYATHI ABCOM PVT. LTD.

ADDITIONAL INSPECTOR OF
ASSURANCES, KOLKATA

BHAGIRATHI JEANS PVT. LTD.

Photo & Signatures of the Executants / Proprietors	SPECIMEN FOR TEN FINGERPRINTS
	 Little Ring Middle Index Thumb (Left Hand)  Thumb Index Middle Ring Little (Right Hand)
	 Little Ring Middle Index Thumb (Left Hand)  Thumb Index Middle Ring Little (Right Hand)
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	Little Ring Middle Index Thumb (Left Hand)

BHAGIRATHI ADARSH PVT. LTD.

Authorised Signatory / Director

SITE PLAN SHOWS THE PLOT OF LAND AT
MOUZA-BARHANSH-FARTABAD, J.L.No.47,
P.S-SONARPUR, UNDER RAJPUR-SONARPUR
MUNICIPALITY, WARD NO-26.
DISTRICT 24 PGS (SOUTH).

SOLD LAND AREA:-

1. R.S. DAG NO-4030(P)=03K.02Ch.37Sft.
2. R.S. DAG NO-4029(p)=00K.05Ch.06Sft.
3. R.S. DAG NO-4021(P)=00K.08Ch.02Sft.

TOTAL=04K.00Ch.00Sft.

Signature of Vendor

Signature of Purchaser

MEMO OF CONSIDERATION :

RECEIVED from the within named Purchaser the sum of **Rs. 3,10,000/-,(Rupees Three Lacs and Ten Thousand) in cash** only as the full and final consideration money on today.

Witnesses:

1. Sanjay Jain

SANJAY KUMAR JAIN
Advocate
8, Old Court House Street
Kolkata-700001

SIGNATURE OF THE VENDOR

2. [illegible]
[illegible]
Kolkata - [illegible]

[illegible] LTD.

Authorised Signatory / Director

BOOK NO. [illegible]
VOLUME NO. [illegible]
PAGE NO. 11360
YEAR 2007

ADDITIONAL REGISTRAR OF
ASSURANCES-IV, KOLKATA

28.3.08

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28.3.08