भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

B 946545

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the 22nd day of February in the year two thousand and seven of the Christian Era.

BETWEEN

(1) NAVED ZIA, son of Ziaur Rahaman **(2) ZIAUR RAHMAN**, son of Abd Ibrahim **(3) ARSHI FATIMA**, daughter of Ziaur Rahaman, all by faith Islam, residing at 40-8, Elliot Road, Police Station Park Street, Kolkata 700016 presently residing at 24C, Bright Street, Kolkata: 700017 and **(4) MESSRS ALHAMED BUILDERS PRIVATE LIMITED**, a private limited company incorporated under

BHARGAVI ADVERTISING PVT. LTD.

Authorised Signatory / Director

22 FEB 2007

A. K. Vishwas,
Sales Officer, SBU

Syed Imran Ali Meerza

Syed Imran Ali Meerza

Director/Constituted Attorney

(NAGESH R.A)

the meaning of the Companies Act, 1956, represented by its Director MD. ZAFAR, having its registered office at 24C, Bright Street, Police Station Karaya, Kolkata: 700017 hereinafter referred to as the **"VENDORS"** (which expression shall unless excluded by or repugnant to the contrary shall mean and include their heirs, successors, executors, administrators, successors-in-interest, agents and assigns) of the ONE PART.

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

[redacted]

ELNAND [redacted] PVT. LTD.

Director

[redacted]

[redacted]

[redacted]

floor, Kolkata: 700020, (ii) **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, (iii) **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 **SECOND PART**.

WHEREAS:-

1. One KADIJAN BIBI, widow of Late Sahebjan Sardar, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, GAFFAR ALI SARDAR, all sons of Late Sahebjan Sardar, and DELJAN BIBI AND GOLJAN BIBI, daughters of Late Sahebjan Sardar all of Village: Barhara Fartabad, P.S. Sonarpur, District: 24Parganas(South) were absolutely seized and possessed of various landed property and acquired the same from their predecessors-in-interest by operation of Sunni School of law. And said KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, GAFFAR ALI SARDAR, DELJAN BIBI and GOLJAN BIBI became joint owners amongst other lands admeasuring 41 Decimal appertaining to Dag No. 4030, 19 Decimal in Dag No. 4071 and 30 Decimal in Dag No. 4029, comprised in R.S. Khatian No. 1160 and 18 Decimal appertaining to R.S. Dag No. 4080 and 08 Decimal in R.S. Dag No. 4081, comprised in R.S. Khatian No. 39, lying and situated at Mouza: Barhara Fartabad, J.L. No. 47, Touzi No. 109, R.S. No. 7, Pargana Madarmalla, Police Station: Sonarpur, now within the limit of Rajpur-Sonarpur Municipality, in the District of 24Parganas (South)in the manner set forth as per schedule below.

[illegible]

Authorised Signatory / Director

NAME	SHARE(%)	SHARE UNDER DAG				
		4039	4080	4081	4029	4071
GOLJAN BIBI	12.5	3.125	3.25	1.0	3.75	3.375
KHORSHED ALI SARDER	17.5	7.175	3.15	1.4	3.25	3.325
AHAMMAD ALISARDER	17.5	7.175	3.15	1.4	3.25	3.325
MOHAMMAD ALI SARDER	17.5	7.175	3.15	1.4	3.25	3.325
GOFFAR ALI SARDER	17.5	7.175	3.15	1.4	3.25	3.325
DELJAN BIBI	8.75	3.5875	1.575	0.7	2.625	1.6625
GOLJAN BIBI	8.75	3.5875	1.575	0.7	2.625	1.6625
TOTAL SHARE	100					
TOTAL AREA UNDER DAG		41	18	8	30	19

By a registered Deed of Bengali Kobala dated 19.02.1958, said Goljan Bibi, therein mentioned as the "Data" for the consideration mentioned therein sold and transferred her entire share comprised in R. S. Khatian no. 1160 and 59 including the entire undivided share measuring undivided 03Decimal comprised in R.S. Dag No. 4080, 4081, and undivided 08 Decimal comprised in 4030, 4029 4071 unto and in favour of Khorshed Ali Sardar, Ahammed Ali Sardar and Muhammad Ali Sardar, therein jointly mentioned as the "Grahita" and the same was registered with the office of the Sub-Registrar, Barasipur and recorded in Book No. I, Volume no. 24, Pages 104 to 110, being No. 1152 for the year 1958.

By another deed of Bengali Kobala dated 06.04.1960, said Deljan Bibi, therein mentioned as the "Data" for the consideration mentioned therein sold and transferred her entire undivided share comprised in R. S. Khatian no. 1160 and 59 including the entire share over the R.S. Dag No. 4030, 4080,4081,4071 and 4029 unto and in favour of Khorshed Ali Sardar, Ahammed Ali Sardar and Muhammad Ali Sardar, therein jointly mentioned as the "Grahita" and the same was registered with the office of the Sub-Registrar, Barasipur and recorded in Book No. I, Volume no. 46, Pages 46 to 52, being No. 3048 for the year 1960.

iv. KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, GAFFAR ALI SARDAR became the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4080	4081	4029	4071
KADIJAN BIBI	8.185	2.20	1.08	3.75	2.375
KHORSHED ALI SARDER	8.566	4.20	1.84	7.00	4.433
AHAMMAD ALI SARDER	8.566	4.20	1.86	7.00	4.433
MOHAMMAD ALI SARDER	8.566	4.20	1.86	7.00	4.433
GAFFAR ALI SARDER	7.175	3.10	1.4	5.25	3.125
TOTAL AREA UNDER DAG	31	18	8	30	19

v. By a deed of Bargah Kobala dated 08.04.1960, registered with the office of the Sub-Registrar, Barutpur and recorded in Book No. I, Volume No. 46, Pages 58 to 62, being No. 3147 for the year 1960 and subsequently rectified by a Deed of Rectification dated 17.07.1987, registered with the office of the Sub-Registrar, Barutpur, recorded in Book No. I, Volume No. 82, Pages 157 to 161, being No. 8810 for the year 1961, said Gaffar Ali Sardar, therein mentioned as "Data" for the consideration therein mentioned sold and transferred his respective undivided share amongst other land property, over Dag no. 4080, 4081, 4030 and 4071 unto and in favour of Abdul Shovan Laskar, therein mentioned as "Grahita".

vi. By another deed of conveyance dated 28.04.1960 being deed no 3954 for the year 1960 registered with the sub-Registrar, Barutpur said Gaffar Ali Sardar, sold 5.25 Decimal out of total 30 Decimal of land in Dag No. 4029 being his total undivided share in that dag to said Abdul Shovan Laskar.

vii. KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR and ABDUL SHOVAN LASKAR became the joint owners as per schedule below:

NAME	SHARE UNDER DAG:				
	4030	4080	4081	4029	4071
KADIJAN BIBI	3.125	2.23	1.80	3.75	2.375
KHORSHED ALI SARDER	9.564	6.20	3.86	7.80	4.433
AHAMMAD ALI SARDER	9.564	6.20	3.86	7.80	4.433
MOHAMMAD ALI SARDER	9.564	6.20	3.86	7.80	4.433
ABDUL SHOVAN LASKAR	7.175	5.15	3.4	6.25	3.325
TOTAL AREA UNDER DAG	40	19	8	30	19

viii. By a registered Bengali Kobala dated 04.10.1960, said Khorshed Ali Sardar, Ahammed Ali Sardar and Kadijan Bibi, therein jointly referred as the "Kobala Data" for the valuable consideration therein mentioned sold and transferred 07 Decimal out of their total share over Dag No. 4030 unto and in favour of Amir Ali Mondal, and aforesaid Bengali Kobala was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume No. 65, Pages 120 to 122 being no. 8070 for the year 1960.

ix. By another registered Bengali Kobala dated 13.10.1960 said Khorshed Ali Sardar, Ahammed Ali Sardar and Kadijan Bibi, therein jointly referred as the "Kobala Data" for the valuable consideration therein mentioned sold and transferred 10Cottah of land equivalent to 17 Decimal, be the same a little more or less, being their balance undivided share over Dag No. 4030 unto and in favour of one Abdul Shovan Laskar, and aforesaid Bengali Kobala was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume No. 106, Pages 55 to 57 being no. 8919 for the year 1960.

x. KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR and AMIR ALI MONDAL become the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4080	4081	4029	4071
KADIJAN BIBI	NIL	2.29	1.00	3.75	2.375
KHORSHED ALI SARDER	NIL	4.20	1.96	7.00	4.433
AHAMMAD ALI SARDER	NIL	4.20	1.96	7.00	4.433
MOHAMMAD ALI SARDER	5.566	4.20	1.96	7.00	4.433
ABDUL SHOVAN LASKAR	24.179	3.33	1.4	5.25	3.325
AMIR ALI MONDAL	7	NIL	NIL	NIL	NIL
TOTAL AREA UNDER DAG	41	38	8	30	19

xi. By a deed of Bengali Kobala dated 02.02.1962 said Amir Ali Mondal, therein mentioned as the "Kobala Data" for the valuable consideration therein mentioned sold and transferred his entire undivided share over the Dag no. 4030 amounting to 7 Decimal, a little more or less, unto and in favour of Kasem Ali Halder and Haran Ali Laskar, therein jointly mentioned as the "Grahito" and the aforesaid Bengali Kobala was registered with the office of the Sub-Registrar of Sarupur and recorded in Book No. I, Volume No. 22, Pages 47 to 49, being No. 731 for the year 1962.

xii. KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR and Kasem Ali Halder and Haran Ali Laskar became the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4080	4081	4029	4071
KADIJAN BIBI	NIL	2.29	1.00	3.75	2.375
KHORSHED ALI SARDAR	NIL	4.20	1.96	7.00	4.433
AHAMMAD ALI SARDAR	NIL	4.20	1.96	7.00	4.433
MOHAMMAD ALI SARDAR	5.566	4.20	1.96	7.00	4.433
ABDUL SHOVAN LASKAR	24.179	3.33	1.4	5.25	3.325
Kasem Ali Halder and Haran Ali Laskar	7	NIL	NIL	NIL	NIL
TOTAL AREA UNDER DAG	41	38	8	30	19

xiii. By a registered Bengali Kobala dated 26.09.1962 said Kasem Ali Halder and Haran Ali Laskar, therein jointly mentioned as the "Data" for the valuable consideration therein mentioned sold and transferred their entire share over Dag no. 4030 amounting to 07 Decimal, a little more or less, unto and in

favour of Abdur Rahim Laskar, therein mentioned as "Grahita" and aforesaid Kobala was registered with the office of the Sub-Registrar of Boruipur and recorded in Book No. I, Volume No. 107, Pages 53 to 54 being No. 8803 for the year 1962.

17. KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR and ABDUR RAHIM LASKAR became the joint owners as per schedule below:

NAME	SHARE UNDER BAG				
	4030	4081	4081	4029	4071
KADIJAN BIBI	NIL	2.28	1.80	3.75	1.875
KHORSHED ALI SARDAR	NIL	4.20	1.86	7.00	4.000
AHAMMAD ALI SARDAR	NIL	4.20	1.86	7.00	4.000
MOHAMMAD ALI SARDAR	9.566	4.20	1.86	7.00	4.000
ABDUL SHOVAN LASKAR	24.375	5.25	1.4	8.20	5.375
ABDUR RAHIM LASKAR	7	NIL	NIL	NIL	NIL
TOTAL AREA UNDER BAG	41	18	8	30	19

18. By and under a Deed of Conveyance dated 27.11.1962, said Yaar Ali Mondal at and for the consideration therein mentioned purchased 11 Decimal land out of 30 Decimal in Dag No. 4029 from Khorshed Ali Sardar and Kadijan Bibi and the said deed was registered in the office of Sub-Registrar at Boruipur and recorded in Book No.I, Volume No. 121, Pages 121 to 122, being No. 10847 for the year 1962.

19. KADIJAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR, YAAR ALI MONDAL and ABDUR RAHIM LASKAR became the joint owners as per schedule below:

DEBASHISH SARKAR (NOT 2.75)

NAME	SHARE UNDER DAG				
	4030	4000	4081	4029	4071
KADIAN BIBI	NIL	2.25	1.00	NIL	2.375
KHORSHED ALI SARDAR	NIL	4.20	1.86	NIL	4.455
AHAMMAD ALI SARDAR	NIL	4.20	1.86	7.00	4.455
MOHAMMAD ALI SARDAR	9.066	4.20	1.86	7.00	4.455
ABDUL SHOVAN LASKAR	24.175	3.15	1.4	5.25	3.338
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	NIL	NIL	NIL	13	NIL
TOTAL AREA UNDER DAG	41	38	8	30	19

vii. By and under another Deed of Conveyance dated 13.03.1963, said Yaar Ali Mondal at and for the consideration therein mentioned purchased 07Decimal land out of 30Decimal in Dag No. 4029 from Ahammad Ali Sardar and the said deed was registered in the office of Registrar at Baruipur and recorded in Book No. I, Volume No. 46 Pages 58 to 60, being No. 2598 for the year 1963.

viii. KADIAN BIBI, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR, YAAR ALI MONDAL and ABDUR RAHIM LASKAR became the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4000	4081	4029	4071
KADIAN BIBI	NIL	2.25	1.00	NIL	2.375
KHORSHED ALI SARDAR	NIL	4.20	1.86	NIL	4.455
AHAMMAD ALI SARDER	NIL	4.20	1.86	NIL	4.455
MOHAMMAD ALI SARDER	9.066	4.20	1.86	7.00	4.455
ABDUL SHOVAN LASKAR	24.175	3.15	1.4	5.25	3.338
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	NIL	NIL	NIL	10	NIL
TOTAL AREA UNDER DAG	41	38	8	30	19

By a Bengali Kobala dated 23.07.1963, said Khorshed Ali Sardar, therein mentioned as the "Data" for the consideration therein mentioned sold and transferred his balance entire undivided share and interest over Dag No.4071, 4080 and 4081 amounting to undivided 11.50decimal, more or less unto and in favour of Yaar Ali Mondal, therein mentioned as the "Grahita" and the aforesaid deed was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume No. 94, Pages 298 to 300, being no. 8870 for the year 1963.

KADIJAN BIBI, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR, YAAR ALI MONDAL and ABDUR RAHIM LASKAR became the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4080	4081	4029	4071
KADIJAN BIBI	NIL	2.20	1.00	NIL	2.075
AHAMMAD ALI SARDAR	NIL	4.20	1.86	NIL	4.475
MOHAMMAD ALI SARDAR	0.5ac	4.20	1.86	7.40	4.475
ABDUL SHOVAN LASKAR	44.175	3.15	1.4	5.25	3.325
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	NIL	4.20	1.86	18	4.475
TOTAL AREA UNDER DAG	41	18	8	30	18

By two subsequent Deeds of Bengali Kobala dated 27.10.1967, said Muhammad Ali Sardar, referred in both the Deeds as "Data" for the consideration therein mentioned sold and transferred his entire undivided share which he acquired by way of inheritance and purchase, an undivided 6.25 Decimal land comprised in Dag no. 4080 and 4081 and undivided 27 Decimal comprised in Dag No. 4029, 4030 and 4071 unto and in favour of Yaar Ali Mondal and the aforesaid two Bengali Kobala were registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume No. 133, Pages 261 to 264, being No. 10579 for the year 1967 and in Book No. I, Volume No. 133, Pages 265 to 268, being no. 10580 for the year 1967.

xxii. KADIJAN BIBI, AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR, YAAR ALI MONDAL and ABDUR RAHIM LASKAR become the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4080	4081	4028	4071
KADIJAN BIBI	NIL	4.25	1.69	NIL	2.375
AHAMMAD ALI LASKAR	NIL	4.20	1.96	NIL	4.433
ABDUL SHOVAN LASKAR	24.175	3.33	1.4	3.25	3.325
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	9.586	8.4	3.72	23	8.866
TOTAL AREA UNDER DAG	41	18	8	30	19

xxiii. By a deed of Bengali Kobala dated 27.07.1964, said Kadijan Bibi, therein mentioned as the "Datri" for the valuable consideration therein mentioned, sold and transferred her undivided entire share over the Dag No.4071, 4080 and 4081, amounting to 5½ Decimal, more or less, be the same a little more or less, unto and in favour of Yaar Ali Mondal, therein mentioned as the "Grahita", and the aforesaid Bengali Kobala was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume No. 90, Pages 286 to 288, being no. 7439 for the year 1964.

xxiv. AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR, YAAR ALI MONDAL and ABDUR RAHIM LASKAR become the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4030	4080	4081	4028	4071
AHAMMAD ALI SARDAR	NIL	4.20	1.96	NIL	4.433
ABDUL SHOVAN LASKAR	24.175	3.33	1.4	3.25	3.325
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	9.586	10.45	4.77	25	11.24
TOTAL AREA UNDER DAG	41	18	8	30	19

xxv. By a deed of Bengali Kobala dated 12.10.1965 said Ahammad Ali Sardar, therein mentioned as "Data" for the consideration therein mentioned

sold and transferred his undivided share over the Dag No. 4081 and 4080; total admeasuring undivided 06 Decimal, a little more or less, unto and in favour of Ararullah Laskar, therein mentioned as the "Grahitr" and the aforesaid Kobala was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No.I, Volume No. 122, Pages 204 to 207 being No.9829 for the year 1965.

xxvi. AHAMMED ALI SARDAR, ABDUL SHOVAN LASKAR, YAAR ALI MONDAL, ANARULLA LASKAR and ABDUR RAHIM LASKAR became the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4070	4080	4081	4029	4071
AHAMMAD	NIL	NIL	NIL	NIL	4.67
ABDUL SHOVAN	54.175	3.35	3.4	3.25	3.325
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	0.566	10.65	4.75	25	11.34
ANARULLA LASKAR		4.2	1.85		
TOTAL AREA UNDER DAG	61	18	9	30	19

xxvii. By a deed of Bengali Kobala dated 22.12.1967, said Ahammad Ali Sardar therein referred to as the Vendor at and for the valuable consideration therein mentioned sold and transferred amongst other lands undivided 4¼ Decimal out of 19 Decimal in Dag No. 4071 unto and in favour of Yaar Ali Mondal, and the aforesaid Bengali Kobala was registered with the Sub-Registrar Sonarpur and recorded in Book No. I, Volume No. 30 Pages 50 to 54 being No. 1976 for the year 1967.

xxviii. ABDUL SHOVAN LASKAR, YAAR ALI MONDAL, ANARULLA LASKAR and ABDUR RAHIM LASKAR became the joint owners as per schedule below:

BHAGIRATHI ARABAR PVT. LTD.

Authorised Signatory / Director

NAME	SHARE UNDER DAG				
	4250	4080	4081	4059	4071
ABDUL SHOVAN LASKAR	24.175	3.10	1.4	5.25	3.525
ABDUL RAHIM LASKAR	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	9.366	10.05	4.72	.28	10.67
ANABULLA LASKAR	NIL	4.2	1.86	NIL	NIL
TOTAL AREA UNDER DAG	41	18	8	30	19

VIII. By a deed of Bengali Kobala said Abdur Rahim Laskar, for the valuable consideration therein mentioned sold and transferred his entire share over Dag No. 4030 amounting to undivided 07Decimal, a little more or less entire and in favour of Basirunessa Bibi, therein mentioned as the "Grahita" and the aforesaid deed of Bengali Kobala was registered with the office of the Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 11, Pages 88 to 92, being no. 485 for the year 1969.

VIII. ABDUL SHOVAN LASKAR, YAAR ALI MONDAL, ANABULLA LASKAR and BASIRUNESSA BIBI become the joint owners as per schedule below:

NAME	SHARE UNDER DAG				
	4250	4080	4081	4059	4071
ABDUL SHOVAN LASKAR	24.175	3.10	1.4	5.25	3.525
BASIRUNNISSA BIBI	7	NIL	NIL	NIL	NIL
YAAR ALI MONDAL	9.366	10.05	4.72	.28	10.67
ANABULLA LASKAR	NIL	4.2	1.86	NIL	NIL
TOTAL AREA UNDER DAG	41	18	8	30	19

XXXI. Said Abdul Shovan Laskar died intestate leaving three sons viz. Abdul Qader Laskar, Abdur Rahman Laskar and Abdul Mujid Laskar and six daughters viz. Anowara Bibi, Idan Bibi, Sanwara Bibi, Monjira Bibi, Kashida Bibi and Asia Bibi as his heirs and successors and they became owners over the all assets left by said Abdul Shovan Laskar.

XXXII. By a registered deed of Conveyance dated 24.02.1997 said Abdul Qader Laskar, Abdur Rahman Laskar, Abdul Mujid Laskar, Anowara Bibi, Idan

Bibi, Sazwaza Bibi, Marjina Bibi, Keshida Bibi and Asia Bibi, therein jointly mentioned as the Vendors of the one part for the consideration therein mentioned sold and transferred amongst other land, 6.76 Decimal in Dag No. 4070, 3.48 Decimal in 4071, 4.15 Decimal in Dag No. 4080 and 1.85 Decimal in Dag No. 4081 morefully delineated and demarcated in the plan annexed thereto unto and in favour of M/s. Gulmohar Land and Housing Development Company, therein mentioned as the Purchaser of the other Part and the aforesaid Deed of Conveyance was registered with the office of the Addl. District Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 125, being no. 7882 for the year 1997.

xxxiii. By a Deed of Conveyance dated 07.04.1997 said Yaar Ali Mondal, therein mentioned as the Vendors of the one part for the consideration therein mentioned sold and transferred amongst other lands 26 Decimal comprised in Dag No. 4029 unto and in favour of M/s. Albamd Builders Private Limited, therein mentioned as the Purchasers of the other part and the aforesaid deed of conveyance was registered with the office of the ADSR Alipore, and recorded in Book No.I, Volume No. 111, Pages 360 to 363, being No 7061 for the year 1997 and said M/s. Gulmohar Housing and land Development Co. joined in the said deed of conveyance as Confirming Party.

xxxiv. By two registered Deed of Conveyance dated 07.04.1997, said Yaar Ali Mondal and Bashir Unessa Bibi, for the valuable consideration therein mentioned sold and transferred 23 Decimal comprised in Dag No. 4030, 12.5 Decimal comprised in Dag No. 4080, 5.50 Decimal in Dag No.4081 and 17 Decimal comprised in Dag No.4071 morefully delineated in the map annexed thereto unto and in favour of Ziaur Rahman, Navid Zia and Aishi Fatima and said M/s. Gulmohar Land and Housing Development Company confirmed the sale and acted as Confirming Party in the aforesaid two deeds of conveyance and the aforesaid Deeds of conveyance were registered with the Office of the

A.D.S.R. Sonarpur, and recorded in Book No. I, Volume No. 125, Pages 295 to 319, being No. 7925 for the year 1997 And Book No. I, Volume No 125, Pages 320 to 344, being No. 7926 for the year 1997.

XXXV. By another deed of conveyance dated 18.09.1997 said Abdul Qader Laskar, Abdur Rahman Laskar, Abdul Mujid Laskar, Arowar Bibi, Idan Bibi, Sarwara Bibi, Marjina Bibi, Keshida Bibi and Asia Bibi, therein jointly mentioned as the Vendors of the one part for the consideration therein mentioned sold and transferred amongst other land, 3.64 Decimal out of 30Decimal comprised in Dag No. 4029, 17.76 Decimal comprised in 4030, 4.15 Decimal in Dag No. 4080 and 1.85 Decimal in Dag No. 4081 unto and in favour of Mrs. Mariam Taher, Mr. Afroze Randerian, Shakir Randerian and Mrs. Fiza Shakir Randerian, therein jointly mentioned as the Purchasers of the other Part and the aforesaid Deed of Conveyance was registered with the office of the A.D.S.R. Sonarpur and recorded as Deed No. 7061 for the year 1997.

XXXVI. The vendors herein are sufficiently entitled to the said land and due to some financial crisis, the vendors herein decided to sell out and transfer the piece and parcel of the land and the Vendors have approached the purchasers for sale of the said part of the land interalia **ALL THAT** piece and parcel land admeasuring 10Cottah 13Chittack 37 Sq. Feet, lying and situated in Mouza: Barbaria(Farabad, P.S. Sonarpur, Touzi No. 109, J.L. No. 47, R.S. No. 7 comprised in Dag No. 4029, 4030, 4071, 4080 and 4081 and comprised in R.S. Khatian No. 1100 and 39 within the Ward No. 26 within Rajpur-Sonarpur Municipality, within the district of South 24 Parganas more fully and particularly described in the **SCHEDULE** hereunder written at and for a total consideration of **Rs. 5,05,905/- (Rupees FIVE LAC FIVE THOUSAND NINE HUNDRED FIVE** only)only and the Purchaser have agreed to purchase the said plot of land at and for the said consideration on the following terms and conditions and believing the representations made by the Vendors herein after:-

xxxvii. The Vendor is now seized and possessed of or otherwise well and sufficiently entitled to the said plot of land measuring about 18 Decimal more or less, together with impartible proportionate share in the common areas and facilities attached to the said plot of land, together with all rights of easements quasi-easement, appurtenances appendages and right ways water connection, Telephones lines, sewer, drain, surface and/or overhead of the soil.

xxxviii. The purchasers have examined said pieces and parcel of land, title of the present vendors and the common portion and the facilities to be provided or being provided to the said plot of land, have fully satisfied themselves with regard to the title of the vendors and the location of the said plot of land and the nature scope and extent of the benefits of the interest provided to them in this respect.

<u>THE VENDORS DO HEREBY DECLARE AND CONFIRM AS FOLLOWS:</u>

1. The Vendors as the lawful owners and is seized and possessed of all or otherwise well and sufficiently entitled to the said plot of land as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from encumbrances.

2. The Vendors undertake to pay all rates, taxes including all other impositions and/or outgoings payable in respect of the said plot of land up to the date of execution of the Deed of Conveyance.

3. That no Certificate proceedings and / or notice of attachment has been instituted and / or levied and / or served under the law in respect of the said plot of land.

4. That no notice has been served upon the Vendors for the acquisition of the said plot of land under any law or Acts and / or rules made or framed there

under and the vendors have no knowledge of issuance of any such notice or notices under any Acts and / or rules for the time being in force affecting the said plot of land or any part thereof.

5. That no suit and / or proceeding is pending in any Court of Law affecting the said plot of land or any part thereof nor has the same or any of them has been lying attached under any Writ of attachment of any Court.

6. The vendors have not entered into any Agreement for sale in respect of the said plot of land or any part of portion thereof.

7. The vendors have not created any encumbrances in respect of the said plot of land.

NOW THIS INDENTURE WITNESSES that in pursuance of the proposal and the consideration of the said sum of **Rs. 5,05,905/- (Rupees FIVE LAC FIVE THOUSAND NINE HUNDRED FIVE only)** paid by the purchasers to the vendors at the time of the execution of these presents and the receipt of which sum the vendors doth hereby admit and acknowledge for the same forever discharge, release and exonerate the purchasers and the said plot of land the vendors doth hereby sell, convey, transfer, grant, assure and assign to and unto the Purchasers All THAT a plot of land containing an area of 16Cottah 13Chittack 37Sq. Ft. more fully described in the **Schedule** hereunder written together with the proportionate right, title and interest in the common facilities and reversion or reversions all the estate right title interest property claim and demand whatsoever of the Vendors into and upon the said plot of land and all other benefits and rights herein comprised and hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every parts thereof Further **TOGETHER WITH** all rights liberties privileges easements and quasi-easements whatsoever and in equity to and unto the Purchaser free

from all encumbrances trust liens charges and attachments **TO HAVE AND TO HOLD** use enjoy and possess the plot of land to and unto the purchasers together with and all other benefits and rights hereby granted sold conveyed transferred confirmed assigned and assured and every part or parts thereof in fee simple absolutely and forever.

<u>THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS as follows:</u>

(i) The right, title and interest in the land of the said plot of land which the Vendors do hereby professes to transfer subsists and that the Vendors have the absolute right full power and absolute authority to grant, sell, convey transfer unto the Purchasers ownership entitlements rights title and interest in the said plot of land together with the benefits and rights in the manner aforesaid including rights to easements.

(ii) The purchaser shall have absolute authority to sell, transfer, assign, mortgage and /or let out the said plot of land and the purchasers shall have the right to mutate their name in respect of the said plot of land and to construct building or buildings with the prior sanction or approval of the concern authority and the vendors will provide necessary documents and assistance in that regard.

(iii) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said plot of land and every part thereof and to receive thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or any person or persons claiming through under or in trust for the Vendors and free and clear from and against all manner of encumbrances trust liens and attachments whatsoever.

(iv) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perform all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more

perfectly assuring the said plot of land together with the benefits and rights hereby granted unto the Purchasers as in the manner aforesaid.

(v) The Vendors shall not do anything or make any grant or terms whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchasers and as the sole owners; and the Vendors shall duly fulfill and perform all obligations and covenants herein expressly contained.

(vi) That if it is found that the said plot of land hereby sold, conveyed, transferred by the vendors is not free from all encumbrances as hereinbefore declared, the vendors shall be liable both for civil and criminal actions which will be taken by the purchasers and the vendors will be further bound to compensate of any loss to be sustained by the purchasers.

<u>THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS as follows:</u>

That the Purchasers shall observe fulfill and perform all the covenants and shall regularly and punctually pay and discharge all taxes and impositions and all other out goings on and in respect of the said plot of land wholly and the purchasers will also pay all other impositions including the betterment and/or development fee in respect of the aforesaid plot of land, if any in that behalf which will be decided between the purchasers and all other plot of land owners

<u>IT IS FURTHER AGREED AND DECLARED BY THE VENDORS AND THE PURCHASER THAT:</u>

i. Whenever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant and contract herein contained the expressions 'the Vendor', and 'the Purchaser' shall mean and include their and each of their respective heirs, legal representatives, administrators, executors and/or assigns;

ii. Words importing the masculine gender shall be taken to include female; and

iii. Words in singular shall include the plural and vice-versa.

THE SCHEDULE ABOVE REFERRED TO:

(The said Land)

ALL THAT piece and parcel land total admeasuring 16Cottah 13Chittack 37Sq. ft. lying and situated in Mouza: Barharwaretabad, P.S. Sonarpur, Touzi No. 109, J.L. No. 47, R.S. No. 7, 06Chittack comprised in Dag No. 4029, 03Cottah-05Chittack comprised in Dag No. 4030, an area of land admeasuring 02Cottah 06Chittack 20Sq. Ft. comprised in R.S. Dag No. 4071, all comprised in R.S. Khatian No. 1160 and an area of 07Cottah 09Chittack comprised in Dag No. 4080, 03Cottah 05Chittack 115Sq. Ft comprised in Dag no. 4081, both comprised in R.S. Khatian No. 39, total measuring 16Cottah 13Chittack 37Sq. ft., be the same a little more or less within the Word No. 26 within Rajpur-Sonarpur Municipality, within the District of South 24 Pargana particularly delineated and shown in the map annexed hereto and marked with the colour **RED** **TOGETHER WITH** all rights of easements quasi-easement, appurtenances appendages and right ways water connection, Telephones lines, sewer, drain, surface and/or overhead of the said butted and bounded as follows:

ON THE NORTH	:	By part of Dag No. 4080(land of Anarulla Laskar)
ON THE SOUTH	:	By part of Dag No. 4029 and 4071.
ON THE EAST	:	By Part of Dag No 4079 and 4081(Land of Anarulla Laskar).
ON THE WEST	:	By Dag No. 4072 and part of 4071.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of :

1. HARIDAS MONDAL

2.

ALIGAND BUILDERS PVT. LTD.

Director

MANIK HOUSING P. LTD.
MADHUR ENCLAVE (P) LTD.
NEW NIRMAN P. LTD.
HAPPY ESTATE P. LTD.
PROPERTY (P) LTD.
MELT PLEE (P) LTD.
HOUSING (P) LTD.
PROMOTERS (P) LTD.
HOUSING (P) LTD.
ENCLAVE (P) LTD.

Director/Constituted Attorney

BHAGIRATHI NIRMAN PVT. LTD.

Authorised Signatory - Director

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of **Rs. 5,05,905/- (Rupees FIVE LAC FIVE THOUSAND NINE HUNDRED FIVE only)** being the consideration in full and final payment as per memo below:-

MEMO

PARTICULARS	AMOUNT
By bank draft No.115724 dated 21.2.2007 drawn on ICICI Bank Ltd., Bhawanipur Branch.	Rs. 1,16,000/-
By Bank draft No.115725 dated 21.2.2007 drawn on ICICI Bank Ltd., Bhawanipur Branch.	Rs. 35,905/-
By Bank draft No.115722 dated 21.2.2007 drawn on ICICI Bank Ltd., Bhawanipur Branch.	Rs. 1,34,000/-
By Bank draft No.115723 dated 21.2.2007 drawn on ICICI Bank Ltd., Bhawanipur Branch.	Rs. 2,20,000/-
Total :	Rs. 5,05,905/-

WITNESS

1.

2.

Nand

Vidish Jatana

ALHAMD [illegible] PVT. LTD.

SPECIMEN FORM FOR TEN FINGER PRINTS

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

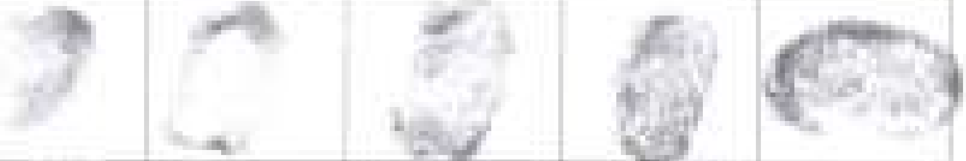
(Right Hand)

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)



Little Ring Middle Fore Thumb

(Left Hand)

SPECIMEN FORM FOR TEN FINGER PRINTS

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

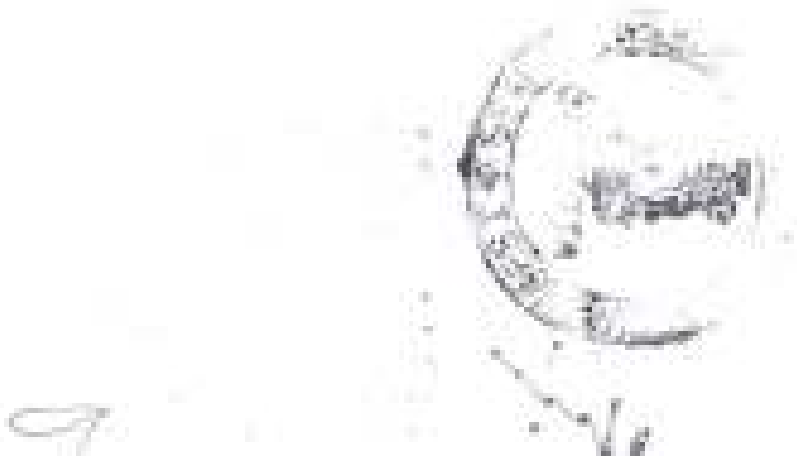
Little	Ring	Middle	Fore	Thumb
(Left Hand)				

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).

SELD LAND AREA:-

1. R.S. DAG NO-4029=00K.06Ch.00Sft.
2. R.S. DAG NO-4030=03K.03Ch.00Sft.
3. R.S. DAG NO-4071=02K.06Ch.26Sft.
4. R.S. DAG NO-4080=07K.09Ch.03Sft.
5. R.S. DAG NO-4081=03K.05Ch.11Sft.

TOTAL=18K.13Ch.37Sft.



DATED THIS 22nd DAY OF FEBRUARY, 2007

BETWEEN

NAVED ZIA & ORS.

VENDORS

AND

MADHUR ENCLAVE PVT. LTD. & ORS.

PURCHASERS

DEED OF CONVEYANCE

MALAY MUKHERJEE
Advocate
High Court Calcutta.