

11677 — 7 — 10596/08

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R.S. Day-26  
L/A = 2K  
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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

C 918310

E/S 4/5/08

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NOTARIAL REGISTRAR OF  
KOLKATA

764690  
26-9-08  
475007

**DEED OF CONVEYANCE**

(The Property Valued at Rs. 7,87,500/-)

**THIS DEED OF CONVEYANCE** is made on this 30<sup>th</sup> the day of September in the year Two Thousand and Eight (2008) of the Christian eras.

**BETWEEN**

**SHRI ASHOKE KUMAR MALLICK**, son of Shri Nagendra Mallick, by faith- Hindu, by occupation - Business, Permanent residing at Village- Benua, P.O.-Songar, P.S-Tejpur, District-Samastipur, Bihar, and present residing at 88, College Street Market, P.S-Amherst Street, Kolkata-700 007, hereinafter called and referred to as the "**VENDOR**", (which expression

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71716

SANJAY KUMAR JAIN  
Advocate

9, Old China Bazar Street  
Kolkata-700001

18 AUG 2008



*Krishna Modi*  
(KRISHNA MODI)



3827

MAIN HOUSING (P) LTD.

*Krishna Modi*  
Authorised Signatory



3826

Ashok Kumar Mallick

Identified by me

*MD Mahfuz Takrim*

MD MAHFUZ TAKRIM

B.Sc SPL. B.A. (Double) M.A. LL. B. G.V.R.

Advocate, Surveyor Valuer Real Estate Manager

Sr. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20

Presented for registration  
on the  
day of  
at

607 P m  
18/8/08

*Krishna Modi*

NATIONAL REGISTRAR OF  
ASSURANCES - KOLKATA

20/8/08

- 1) Krishna Modi (Self)  
Solely Plaintiff
- 2) Ashok Kumar Mallick  
N. Mallick all at  
6C, Elgin Rd W-20

*MD. Rezaul Karim*  
Sr. Law Officer  
Eden Group  
6C, Elgin Rd.  
W-20



NATIONAL REGISTRAR OF  
ASSURANCES - KOLKATA

20/8/08

shall unless excluded by or repugnant to the contrary shall be deemed to mean and include his heirs, successors, executors, administrators, agents and assign etc) of the **ONE PART**.

**AND**

**M/S MAINK HOUSING PVT LTD** a company incorporated under the provisions of the Companies Act, 1956, having its office at 6C, Elgin Road, Oriental House, 4<sup>th</sup> Floor, Kolkata-700020, 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** during the Revisional Survey Settlement Records of Rights in 1956, 1.33 Acres of land had been recorded in the name of one **SUKUMAR MONDAL**, son of Late Promod Krishna Mondal in respect of R.S. Dag No. 205 under R.S. Khatian no. 113, in Mouza-Nayabad, Pargana- Khaspur, R.S. No-3, J.L. No-25, Touzi No-56, P.S.-Purba Jadavpur and the said record had been finally published in the records of rights in Parcha and thus he became the absolute owner of the said property.

**AND WHEREAS** while the said **SUKUMAR MONDAL**, son of Late Promod Krishna Mondal was enjoying the right, title, interest and possession in respect of the said 1.33 Acres of land in respect of R.S. Dag No. 205 under R.S. Khatian no. 113 in Mouza-Nayabad, had been paying Khazana in respect of the schedule property before the authority of B.L.& L.R.O.

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**REGIONAL REGISTRAR OF  
INSURANCES-1, KOLKATA**

5

**AND WHEREAS** while the said **SUKUMAR MONDAL**, son of Late Promod Krishna Mondal was enjoying the right, title and possession in respect of the said 1.33 Acres of land in respect of R.S. Dag No. 205 under R.S. Khatian no. 113 in Mouza-Nayabad, made a unregistered scheme plan and divided his aforesaid property into several small plots and as such a demarcated plot measuring more or less 6 Kattahs 1 Chittak 15 Sqft of land marked as Plot-C-1 was under the absolute ownership of said **SUKUMAR MONDAL** and the said owner for the sake of his convenience to transfer the said property including the schedule property duly executed a registered 'Power of Attorney' on 14/09/1987 through which he duly nominated, constituted and appointed 1) **SHRI DEBNATH MANDAL**, son of Late Sukumar Mondal, and 2) **SHRI SAMBHU NATH NASKAR**, son of Late Bhadreswar Naskar which was registered in the office of D.R- Alipur and duly recorded in the Book No - IV, Volume No-15, Pages in written 57 to 62, Deed No - 633 and for the year 1987, where the said **SHRI SUKUMAR MANDAL** had given sale power to his aforesaid appointed Lawful Attorney that any one can execute the 'Deed of Conveyance' at a time in the name of intending Purchaser.

**AND WHEREAS** while the said **SHRI SUKUMAR MONDAL**, son of Late Promod Krishna Mondal was enjoying the right, title, interest and possession in respect of the said demarcated plot measuring more or less 6 Kattahs 1 Chittak 15 Sqft in respect of R.S. Dag No. 205 under R.S. Khatian no. 113 in Mouza-Nayabad, was sold, convey and transferred the schedule land measuring more or less 2 Kattah 10 Chittaks marked as part of plot- C-1 to the present vendor namely **SRI ASHOK KUMAR MALICK**, son of Shri Nagendra

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**NATIONAL REGISTRAR OF  
INSURANCE - KOLKATA**

Mallick, by way of a 'Deed of Conveyance' which was executed by **SHRI DEBNATH MANDAL**, son of Late Sukumar Mondal, "Lawful Attorney" of the said owner **SHRI SUKUMAR MANDAL** and it was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the D.S.R.-III, Alipore on 13/06/1997 and duly recorded in Book No- I, Volume No.- 18, pages in written- 410 to 417, Being no- 843 and for the Year 2000.

**The Vendor SHRI ASHOK KUMAR MALLICK**, son of Shri Nagendra Mallick, being in financial requirement has decided to sell out and transfer the schedule property measuring more or less **2 Kattah 10 Chittaks** demarcated land comprising in R.S. Dag no- 205 under R.S. Khatian no- 113 in Mouza- Nayabad and the Purchaser 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. 7,87,500/- (Rupees Seven Lakhs Eighty Seven Thousand Five Hundred only)** which is free from all encumbrances, charges, mortgages, disputes, lispendencies, 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 schedule property without any restriction, dispute, denial,

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**NATIONAL REGISTRAR OF ASSURANCES - KOLKATA**

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- 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, including all other impositions and/or outgoings payable in respect of their 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 schedule property or any part thereof and no suit or proceedings relating to the schedule property has been initiated and /or is pending in any court of law and the schedule property 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.

**AND WHEREAS** relying on the said assurances and representation of the Vendor and believing the same to be correct and true, after searching all the courts of Law, Registration offices, all Government offices and also examining all the original deeds, and being fully satisfied in all respect



NATIONAL REGISTRAR OF  
ASSURANCES - KOLKATA

Purchaser has agreed to complete the purchase of the schedule land and pay the consideration money to the Vendor herein and have conveyance thereof.

**NOW THIS INDENTURE WITNESSES** that in pursuance of the said agreement and in consideration of the said sum of **Rs.7,87,500/- (Rupees Seven Lakhs Eighty Seven Thousand Five Hundred 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 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

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**REGIONAL REGISTRAR OF  
MUTUALS - I, KOLKATA**

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 to 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 their 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.

THE INSURANCE ACT, 1938  
SECTION 10

10. (1) Every policy of insurance effected under this Act shall be subject to the provisions of this section.

(2) The provisions of this section shall apply to every policy of insurance effected under this Act, whether the policy is effected before or after the commencement of this Act.

(3) The provisions of this section shall apply to every policy of insurance effected under this Act, whether the policy is effected before or after the commencement of this Act.



**ADDITIONAL REGISTRAR OF  
ASSURANCES - KOLKATA**

**IV)** The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser and from time to time 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 premises together with the benefits and rights hereby granted unto the Purchaser as in the manner aforesaid.

**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 the purchaser having fully satisfied regarding the vendor's right, title, interest, possession of the said land, has agreed to purchase the said property at his own risks and responsibilities whatsoever, the vendor in such a manner hereby sell, transfer and convey their said property to the purchaser.

**VII)** 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 cost to be done or executed any 'Supplementary Deed' or 'Deed of Declaration' or 'Deed of Rectification' whatsoever in favour of the Purchaser.

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**REGIONAL REGISTRAR OF  
ASSURANCE - KOLKATA**



## SCHEDULE PROPERTY

**ALL THAT** piece and parcel of land containing an area more or less **2 Kattah 10 Chittaks** situated within **Mouza - Nayabad**, comprising in **R.S. Dag no -205** under R.S Khatian no - 113, J.L no - 25, R. S. No-3, Collectorate Touzi no- 56, under **K.M.C. Ward No-109, Police Station- Purba Jadavpur**, District- 24 Pargana (S), being demarcated as Plot No- C-1, 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** : 16 ft wide common passage.

**ON THE SOUTH** : Land of Debnath Mondal & others.

**ON THE EAST** : 12 ft wide common passage.

**ON THE WEST** : Land of Dag No-200.

SCHEDULES PROPERTY

ALL THE RIGHTS AND INTERESTS IN THE PROPERTY  
HEREIN MENTIONED SHALL BE TRANSFERRED TO THE  
PERSONS NAMED IN THE SCHEDULES HEREIN  
AND THE SAME SHALL BE SUBJECT TO THE  
CONDITIONS AND RESTRICTIONS HEREIN  
CONTAINED AND TO THE PROVISIONS OF  
THE ACTS AND REGULATIONS IN THAT  
BEHALF MADE AND TO BE OBSERVED  
AND TO THE PROVISIONS OF THE  
ACTS AND REGULATIONS IN THAT  
BEHALF MADE AND TO BE OBSERVED  
AND TO THE PROVISIONS OF THE  
ACTS AND REGULATIONS IN THAT  
BEHALF MADE AND TO BE OBSERVED



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**NATIONAL REGISTRAR OF  
ASSURANCES-1, KOLKATA**

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. Bulu Biswas  
 Garvya Pann Oh pata police pata Ashok Kumar Mallick

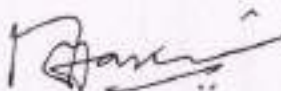
2. Anuraj Das  
 গুরুদেব গুরুদেব  
 Ch 99

SIGNATURE OF VENDOR

MANIX HOUSING (P) LTD.  
  
 Authorized Signatory.

SIGNATURE OF PURCHASER

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

  
 ADVOCATE



*[Handwritten signature]*  
ADDITIONAL REGISTRAR OF  
ASSURANCES - KOLKATA

Photo & Signatures  
of the Executants /  
Presentant

SPECIMEN FOR TEN FINGERPRINTS



*Adrian*

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



*Ashok Kumar Hallick*

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



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



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



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ADDITIONAL REGISTRAR OF  
INSURANCE & KOLKATA

## MEMO OF CONSIDERATION

**RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 7,87,500/- (Rupees Seven Lakhs Eighty Seven Thousand Five Hundred only) being the consideration in full and final payment as per memo below:**

SL. NO	PARTICULAR :	ISSUED IN THE NAME OF	AMOUNT IN RUPEES :
1.	CASH	ASHOK KUMAR MALLICK	Rs.7,87,500/-
<b>TOTAL</b>			<b>Rs.7,87,500/-</b>

**TOTAL RUPEES SEVEN LAKHS EIGHTY SEVEN THOUSAND FIVE HUNDRED) only.**

**WITNESSES:**

1. Bula Biswas  
Gany Panen Pota Police Pata

2. Anarjit  
8724 22 11311  
CL-99

Ashok Kumar Mallick

**SIGNATURE OF THE VENDOR**

Registered in

Book No. ....  
Vol No. ....  
Page No. ....  
Date of .....  
Value .....



*[Signature]*  
REGIONAL REGISTRAR OF  
COMPANIES - KOLKATA



*[Signature]*  
REGIONAL REGISTRAR OF  
COMPANIES - KOLKATA



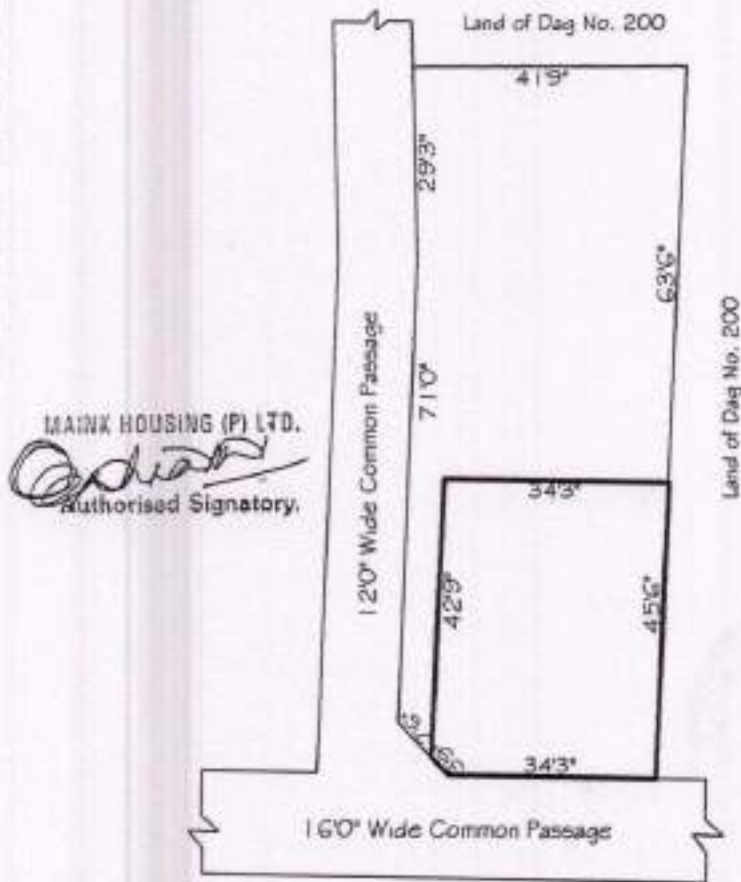
SITE PLAN SHOWN THE PLOT OF LAND AT NAYABAD  
APPERTAINING TO R.S. DAG NO.-205, UNDER R.S. KHATIAN NO.-113,  
IN MOUZA - NAYABAD, J.L. NO. 25, R.S. NO.-03, TOUZI NO-56,  
WITHIN K.M.C. WARD NO. 109, P.S. PURBA JADAVPUR, KOLKATA-700 094,  
SHOWN IN RED BORDER LINE SOLD TO M/S. MAINK HOUSING PVT. LTD.

AREA OF PLOT = (02K. 10CH. 00 SFT.)

SCALE-1"=24'



VENDOR - ASHOK KUMAR MALLICK



MAINK HOUSING (P) LTD.

*[Signature]*  
Authorised Signatory.

*Bijoy Sarkar*  
Sig. Of L.B.S.  
L.B.S. NO-1251 (II)

*Ashok Kumar Mallick*  
Sig. Of Vendor

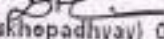




Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 81  
Page from 3313 to 3328  
being No 10536 for the year 2008.



  
(Dines Kumar Mukhopadhyay) 09-November-2009  
A. R. A. -I KOLKATA  
Office of the A.R.A.-I KOLKATA  
West Bengal