

DATED THIS 22<sup>nd</sup> DAY OF May 2012

BETWEEN

VIJAY KUMAR FATEHPURIA

... VENDORS

AND

MAYFAIR GARDEN PRIVATE LIMITED

... PURCHASEK

CONVEYANCE

DSP LAW ASSOCIATES  
ADVOCATES  
4D NICCO HOUSE, 1B HARE STREET  
KOLKATA - 700001

5661/12

I-5699/12

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

M 228120

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Witnessed that the document is authentic in  
form and content, the signatures and  
stamps are genuine and the law  
is in force on the date of this conveyance.

Witness Sub-Registrar-II  
Alipore, South 24 Parganas

23 MAY 2012

THIS INDENTURE OF CONVEYANCE made this 22<sup>nd</sup> day of  
May Two Thousand and Twelve BETWEEN VIJAY KUMAR  
FATEHPURIA son of late Shyam Sunder Fatehpuria residing at 62/17 Ballygunge Circular  
Road, Kolkata-700019 having PAN AADPF2195C hereinafter referred to as "the Vendor"

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P/c 899/12  
10864/12

Signature

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(which expression unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators and legal representatives) of the **ONE PART AND MAYFAIR GARDEN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Kolkata-700019 having PAN AABCM9029M and represented by its Director Shri SANTOSH KUMAR RUNGTA SON OF hereinafter referred to as "the Purchaser" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART**:

**WHEREAS** the Vendor is the sole and absolute owner 5.25% share in **ALL THAT** freehold contiguous landed property measuring 2.235 acres more or less in Mouza Joka and Hanspukuria fully described in the **FIRST SCHEDULE** below and hereinafter referred to as "the said premises" consisting of the following:

- (a) 1.01 acre of landed property in Mouza Joka as described in **PART-II** of the **FIRST SCHEDULE** below and hereinafter referred to as "**Joka Property**" and comprised in a divided and demarcated portions of R.S. and L.R. Dag No. 641 (0.08 acre out of 0.32 acre), R.S. and L.R. Dag No. 635 (0.64 acre out of 1.07 acre) and R.S. and L.R. Dag No. 635/988 (0.29 acre out of 0.78 acre);
- (b) 1.225 acre of landed property in Mouza Hanspukuria as described in **PART-III** of the **FIRST SCHEDULE** below and hereinafter referred to as "**Hanspukuria Property**" and comprised of:-
  - (i) entire R.S. Dag No. 364/723, L.R. Dag No. 449 (0.01 acre),
  - (ii) entire R.S. Dag No. 364/724, L.R. Dag No. 447 (0.01 acre);
  - (iii) entire R.S. Dag No. 366/859, L.R. Dag No. 448 (0.01 acre);
 and divided and demarcated portions of each of the following Dags -
  - (iv) R.S. Dag No. 363, L.R. Dag No. 444 (0.16 acre out of 0.32 acre),
  - (v) R.S. Dag No. 364, L.R. Dag No. 445 (0.33 acre out of 0.35 acre),
  - (vi) R.S. Dag No. 364/725, L.R. Dag No. 446 (0.005 acre out of 0.04 acre),
  - (vii) R.S. Dag No. 365, L.R. Dag No. 450 (0.38 acre out of 0.49 acre),
  - (viii) R.S. Dag No. 365/726, L.R. Dag No. 451 (0.12 acre out of 0.16 acre),
  - (ix) R.S. Dag No. 365/727, L.R. Dag No. 452 (0.06 acre out of 0.09 acre),
  - (x) R.S. Dag No. 366, L.R. Dag No. 455 (0.11 acre out of 0.15 acre).
  - (xi) R.S. Dag No. 366/728, L.R. Dag No. 453 (0.03 acre out of 0.04 acre).

**AND WHEREAS** the said premises is owned by the Vendor alongwith (1) Shreeparna Vinimay Private Limited, (2) Shreeparna Suppliers Private Limited, (3) Tumbler Marketing Private Limited, (4) Fairplan Vinimay Private Limited, (5) Exclusive Commotrade

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Private Limited, (6) Instyle Distributors Private Limited, (7) Rosevalley Vyapaar Private Limited, (8) Blueview Merchants Private Limited, (9) Evernew Vincom Private Limited, (10) Zenstar Commercial Private Limited, (11) Skipper Merchandise Private Limited, (12) Bestview Vinimay Private Limited, (13) Manju Vyapaar Private Limited, (14) MRM Finvest Private Limited (formerly Bengal Assam Metal Industries Private Limited), (15) Nikhil Churiwal, (16) Dinesh Jalan, (17) Vishal Fatehpuria and (18) Mahima Tie-up Private Limited (all eighteen hereinafter collectively referred to as "the Co-owners").

**AND WHEREAS** the facts about the Vendor and the said Co-owners deriving title to the said premises is as follows:

- (a) One Surendra Chandra Ghosh was the sole and absolute owner of **All Those**:
- (i) Firstly entire 1.85 acres of land comprised in R.S. Dag Nos. 635 (1.07 acre) and 635/988 (0.78 acre) recorded in R.S. Khatian Nos. 266 (1.39 acre) and 131 (0.46 acre) in Mouza Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, Pargana Balia under Police Station Behala (now Thakurpukur) in the District of South 24 Parganas and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
  - (ii) Secondly entire 0.41 acre of land comprised in R. S. Dag Nos. 364 (0.35 acre), 364/723 (0.01 acre), 364/724 (0.01 acre) and 364/725 (0.04 acre) recorded in R.S. Khatian No. 375 in Mouza Hanspukuria, J. L. No. 20, Touzi No. 14, Pargana Khaspur under Police Station Behala (now Thakurpukur) in the District of South 24 Parganas and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
  - (iii) Thirdly entire 0.74 acre of land comprised in R. S. Dag Nos. 365 (0.49 acre), 365/726 (0.16 acre) and 365/727 (0.09 acre) recorded in R.S. Khatian No. 376 in the above described Mouza Hanspukuria and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
  - (iv) Fourthly entire 0.20 acre of land comprised in R. S. Dag Nos. 366 (0.15 acre), 366/728 (0.04 acre) and 366/859 (0.01 acre) recorded in R.S. Khatian No. 575 in the above described Mouza Hanspukuria and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
- (b) One Purna Chandra Kayal was the sole and absolute owner of, amongst other properties, entire 0.32 acre of land comprised in R. S. Dag Nos. 363 recorded in R.S. Khatian No. 173 in the above described Mouza Hanspukuria, and his

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name was duly recorded as Raiyat in the finally published R.S. Records of Rights as Raiyat in respect thereof. The said Purna Chandra Kayal died intestate leaving him surviving three sons Dharendra Kayal, Gopal Kayal, Bhadra Kayal and heirs of his predeceased son Late Pashupati Kayal being his son Gora Chand Kayal. The said heirs of Purna Chandra Kayal amicably divided their properties and pursuant thereto by a Sale Deed dated 29<sup>th</sup> July, 1965 and registered with the Sub-Registrar Behala in Book No. I Volume No.64 Pages 228 to 233 Being No. 3984 for the year 1965, the said Dharendra Kayal and Gopal Kayal for the consideration therein mentioned sold conveyed and transferred a divided and demarcated Southern portion measuring 0.16 acre of the said Dag No. 363 to the said Surendra Chandra Ghosh who became the sole and absolute owner thereof alongwith his remaining adjacent properties.

- (c) One Jamini Kayal was the sole and absolute owner of, amongst other properties, 0.08 acre divided and demarcated portion out of 0.32 acre of land comprised in R. S. Dag Nos. 641 recorded in R.S. Khatian No. 567 in the above described Mouza Joka, and his name (alongwith the name of the other co-sharers of the said Dag) was duly recorded as Raiyat in the finally published R.S. Records of Rights as Raiyat in respect thereof. By a Sale Deed dated 27th August, 1956 and registered with the Sub-Registrar Alipore in Book No. I Volume No.125 Pages 62 to 64 Being No. 7303 for the year 1956, the said Jamini Kayal for the consideration therein mentioned sold conveyed and transferred the said divided and demarcated portion measuring 0.08 acre of the said Dag No. 641 to the said Surendra Chandra Ghosh who became the sole and absolute owner thereof alongwith his remaining adjacent properties.
- (d) The said Surendra Chandra Ghosh, a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law died, intestate on 8<sup>th</sup> August, 1986 leaving him surviving his only son Sujit Ghosh and two daughters Swapna Chowdhury and Ratna Mitra who all upon his death inherited and became entitled to his properties and estate including the properties mentioned hereinabove absolutely and in equal one-third shares. The wife of Surendra Chandra Ghosh being namely Sm. Indrani Ghosh had predeceased him on 3<sup>rd</sup> May, 1969.
- (e) The said Sujit Ghosh, Swapna Chowdhury and Ratna Mitra by 24 Deeds of Conveyance all dated 23<sup>rd</sup> August, 1987 and registered with the Additional

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District Sub Registrar, Behala for the consideration therein respectively mentioned sold conveyed and transferred, portions constituting the entirety of the said premise to one of the said Co-owners namely Bengal Assam Metal Industries Private Limited (subsequently name changed to MRM Finvest Private Limited and hereinafter referred to as "**Bengal Assam**") absolutely and forever. Particulars of the said 24 Deeds of Conveyance are mentioned below:

- (i) By three sale deeds one registered in Book I Volume No.36 Pages 361 to 374 Being No.1918 for the year 1987, another one registered in Book I Volume No.36 Pages 375 to 386 Being No.1919 for the year 1987 and another one registered in Book I Volume No.36 Pages 387 to 398 Being No.1920 for the year 1987, divided and demarcated portion measuring 0.08 acre comprised in the said Dag 641 and 0.28 acre comprised in the said Dag 635 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
- (ii) By three sale deeds one registered in I Volume No.271 Pages 154 to 165 Being No.13263 for the year 1987, another one registered in Book I Volume No.271 Pages 166 to 176 Being No.13264 for the year 1987 and another one registered in Book I Volume No.271 Pages 177 to 184 Being No.13265 for the year 1987, divided and demarcated portion measuring 0.29 acre comprised in the said Dag 635/988 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
- (iii) By three sale deeds one registered in Book I Volume No.275 Pages 120 to 131 Being No.13297 for the year 1987, another one registered in Book I Volume No.275 Pages 132 to 143 Being No.13298 for the year 1987 and another one registered in Book I Volume No.265 Pages 188 to 199 Being No.13315 for the year 1987, divided and demarcated portion measuring 0.36 acre comprised in the said Dag 635 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
- (iv) By three sale deeds one registered in Book I Volume No.39 Pages 161 to 172 Being No.2069 for the year 1987, another one registered in Book I Volume No.39 Pages 173 to 184 Being No.2070 for the year 1987 and another one registered in Book I Volume No.39 Pages 185 to 196 Being No.2071 for the year 1987, divided and demarcated portion measuring 0.12 acre comprised in the said Dag No. 365/726, 0.01 acre comprised in Dag No. 364/723, 0.01 acre comprised in Dag No.

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364/724 and 0.11 acre comprised in Dag No. 366 all forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;

- (v) By three sale deeds one registered in Book I Volume No.276 Pages 127 to 137 Being No.13363 for the year 1987, another one registered in Book I Volume No.276 Pages 155 to 165 Being No.13365 for the year 1987 and another one registered in Book I Volume No.270 Pages 199 to 211 Being No.13366 for the year 1987, divided and demarcated portion measuring 0.33 acre comprised in the said Dag 364 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- (vi) By three sale deeds one registered in Book I Volume No.275 Pages 155 to 167 Being No.13422 for the year 1987, another one registered in Book I Volume No.275 Pages 168 to 180 Being No.13423 for the year 1987 and another one registered in Book I Volume No.275 Pages 181 to 192 Being No.13424 for the year 1987, divided and demarcated portion measuring 0.005 acre comprised in the said Dag 364/725, 0.06 acre comprised in Dag No. 365/727, 0.03 acre comprised in Dag No.366/728 and 0.01 acre comprised in Dag No. 366/859 all forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- (vii) By three sale deeds one registered in Book I Volume No.220 Pages 470 to 482 Being No.13427 for the year 1987, another one registered in Book I Volume No.268 Pages 128 to 139 Being No.13428 for the year 1987 and another one registered in Book I Volume No.268 Pages 140 to 152 Being No.13429 for the year 1987, divided and demarcated portion measuring 0.16 acre comprised in the said Dag 363 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- (i) By three sale deeds one registered in Book I Volume No.278 Pages 33 to 44 Being No.13448 for the year 1987, another one registered in Book I Volume No.272 Pages 311 to 324 Being No.13449 for the year 1987 and another one registered in Book I Volume No.272 Pages 325 to 338 Being No.13450 for the year 1987, divided and demarcated portion measuring 0.38 acre comprised in the said Dag 365 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;

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- (f) The said Bengal Assam became the sole and absolute owner of the said premises as a single undivided property secured by boundary wall on all sides and got its name mutated in the L.R. Records of Rights under L. R. Khatian Nos. 167 and 750.
- (g) By two registered Agreements for Sale dated 13th October 2007 the said Bengal Assam Metal Industries Private Limited agreed to sell and transfer the said premises as follows:-
- (i) By Agreement for Sale entered by the said Bengal Assam with Manju Vyapaar Private Limited (hereinafter referred to as "**Manju Vyapaar**") and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.I Pages 1 to 27 Being No.242 for the year 2008, one-half share in the said premises was agreed to be sold to Manju Vyapaar Private Limited and/or its nominee or nominees at the consideration and on the terms and conditions therein contained.
- (ii) By Agreement for Sale entered by the said Bengal Assam with Rose Valley Vyapaar Private Limited (hereinafter referred to as "**Rose Valley**") and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.I Pages 1 to 27 Being No.245 for the year 2008, one-half share in the said premises was agreed to be sold to Rose Valley Vyapaar Private Limited and/or its nominee or nominees at the consideration and on the terms and conditions therein contained.
- (h) The said Bengal Assam also executed and registered two Powers of Attorney dated 13th October 2007 and registered with Additional Registrar of Assurances-III in Book IV Being Nos. 425 and 426 for the year 2008 in favour of Vishal Fatehpuria and Vijay Kumar Fatehpuria empowering the Attorneys appointed thereunder to execute and register Deed or Deeds of Conveyance in respect of the said premises and both the Powers of Attorney have remained and are still valid subsisting and in full force and effect.
- (i) The said Manju Vyapaar and Rose Valley paid the entire consideration of Rs.2,67,60,000/- payable to Bengal Assam and the said Bengal Assam delivered vacant and peaceful possession of the said premises to Manju Vyapaar and Rose Valley.
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- (j) Being empowered and authorized under the said two Agreements, the said Manju Vyapaar and Rose Valley each nominated 8 (eight) persons (being the Vendor and the said Co-owners except Bengal Assam) and by 18 (eighteen) several Deeds of Conveyance one dated 29<sup>th</sup> September, 2008, sixteen dated 4th October 2008 and one dated 26th December 2008 and registered with the Additional Registrar of Assurances-I, Kolkata, the Vendor and the said Co-owners except Bengal Assam purchased an aggregate 94.5% share of the said premises and Bengal Assam remained the legal owner of the remaining 5.5% share in the said premises. Particulars of the said eighteen Deeds of Conveyance by each of which 5.25% share in the said premises was conveyed, are mentioned below:

- (i) Indenture dated 29th September 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Dinesh Jalan as Purchaser and registered in Book I CD Volume No.1 Pages 1817 to 1844 Being No.00085 for the year 2009.
- (ii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Instyle Distributors Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 5837 to 5863 Being No.11679 for the year 2008.
- (iii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Nikhil Churiwal as Purchaser and registered in Book I CD Volume No.60 Pages 5929 to 5956 Being No.11680 for the year 2008.
- (iv) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Shreeparna Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 5957 to 5983 Being No.11681 for the year 2008.
- (v) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Purchaser and registered in Book I CD Volume No.60 Pages 5984 to 6010 Being No.11682 for the year 2008.
- (vi) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Shreeparna Suppliers Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6011 to 6038 Being No.11683 for the year 2008.
- (vii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Fairplan Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6039 to 6066 Being No.11684 for the year 2008.

*Manju Vyapaar*      *Rose Valley*

- (viii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Tumbler Marketing Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6345 to 6372 Being No.11685 for the year 2008.
- (ix) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Rose Valley as Confirming Party and Exclusive Commotrade Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6373 to 6400 Being No.11686 for the year 2008.
- (x) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Zenstar Commercial Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 3133 to 3160 Being No.11801 for the year 2008.
- (xi) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Evernew Vincom Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 3185 to 3212 Being No.11803 for the year 2008.
- (xii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Skipper Merchandise Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 5761 to 5788 Being No.11896 for the year 2008.
- (xiii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Bestview Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 5789 to 5816 Being No.11897 for the year 2008.
- (xiv) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Vishal Fatehpuria as Purchaser and registered in Book I CD Volume No.61 Pages 6359 to 6386 Being No.11989 for the year 2008.
- (xv) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Blueview Merchants Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 6387 to 6414 Being No.11990 for the year 2008.
- (xvi) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Purchaser and registered in Book I CD Volume No.61 Pages 6433 to 6460 Being No.11991 for the year 2008.
- (xvii) Indenture dated 4th October 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Vijay Kumar

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Fatehpuria as Purchaser and registered in Book I CD Volume No.61 Pages 6461 to 6488 Being No.11992 for the year 2008.

(xviii) Indenture dated 26th December 2008 made between Bengal Assam as Vendor and Manju Vyapaar as Confirming Party and Mahima Tie-Up Private Limited as Purchaser and registered in Book I CD Volume No.62 Pages 10024 to 10052 Being No.12609 for the year 2008.

- (k) The Vendor has paid the entire consideration payable to Manju Vyapaar from time to time. The acknowledgment of the consideration and the corrections of certain minor typographical errors that had crept in the above recited Indentures of Conveyance dated 4<sup>th</sup> October, 2008, was made by way of a Deed of Declaration of even date made between Bengal Assam as Vendor, Manju Vyapaar as Confirming Party and Vijay Kumar Fatehpuria as Purchaser and registered with ADSR-II, Alipore.

**AND WHEREAS** the Vendor and the Co-owners have got their names mutated in the office of the BL&LRO in respect of their shares in the said premises as Raiyat in the Records of Rights published under the recent LR Settlement under the West Bengal Land Reforms Act under LR Khatian Nos. 167 and 2541 to 2558 in respect of the Joka Property and LR Khatian Nos. 750 and 1867 to 1884 in respect of Hanspukuria Property. The number allotted to the Dags comprised in the Joka Property remained the same in the LR Settlement but the number allotted to the Dags comprised in the Hanspukuria Property was changed as would also be reflected in **PART-III** of the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** by the said Deed of Conveyance as rectified by the said Deed of Declaration executed in favour of the Vendor, the Vendor became entitled to 5.25% undivided share in the said premises and the Vendor has got its name mutated as Raiyat in the Records of Rights published under the recent LR Settlement under the West Bengal Land Reforms Act in LR Khatian No. 2541 in respect of 0.05 acre out of the Joka Property and LR Khatian No. 1867 in respect of 0.07 acre out of the Hanspukuria Property.

**AND WHEREAS** the Vendor and the Co-owners have obtained conversion of the character of land to bastu or housing in respect of the Joka Property and the Hanspukuria Property (except only L.R. Dag No.455) under Section 4C of the West Bengal Land Reforms Act, 1955.

*Manju Vyapaar*

*DL*

**AND WHEREAS** the Vendor and the Co-owners are the full and absolute owners of the said premises and paying khajana to the Government of West Bengal and in Khas and exclusive possession thereof.

**AND WHEREAS** the Vendor has contracted with the Purchaser for sale of the Vendor's entire 5.25% part or share of and in the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written free from all encumbrances mortgages charges liens leases tenancies bargadar occupancy rights lis pendens attachments uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever and with complete vacant peaceful possession of the said premises to be held by the Purchaser jointly with the said Co-owners at or for the total consideration of Rs.17,50,000.00 (Rupees seventeen lacs fifty thousand) only.

**I. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs.17,50,000.00 (Rupees seventeen lacs fifty thousand) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby grant sell convey transfer assign and assure unto and to the Purchaser herein **ALL THAT** the Vendor's all and entire 5.25% part or share of and in the pieces and parcels of land containing an area of 2.235 Acre or 133 Cottahs 12 Chittack and 36 Square feet more or less consisting of (a) 1.01 acre comprised in a divided and demarcated portions of R.S. and L.R. Dag No. 641 (0.08 acre out of 0.32 acre), R.S. and L.R. Dag No. 635 (0.64 acre out of 1.07 acre) and R.S. and L.R. Dag No. 635/988 (0.29 acre out of 0.78 acre) all in Mouza Joka, J. L. No. 21 and (b) 1.225 acre comprised of entire R.S. Dag No. 364/723, L.R. Dag No. 449 (0.01 acre), entire R.S. Dag No. 364/724, L.R. Dag No. 447 (0.01 acre), entire R.S. Dag No. 366/859, L.R. Dag No. 448 (0.01 acre) and divided and demarcated portions of R.S. Dag No. 363, L.R. Dag No. 444 (0.16 acre out of 0.32 acre), R.S. Dag No.364, L.R. Dag No. 445 (0.33 acre out of 0.35 acre), R.S. Dag No. 364/725, L.R. Dag No. 446 (0.005 acre out of 0.04 acre), R.S. Dag No. 365, L.R. Dag No. 450 (0.38 acre out of 0.49 acre), R.S. Dag No. 365/726, L.R. Dag No. 451 (0.12 acre out of 0.16 acre), R.S. Dag No. 365/727, L.R. Dag No. 452 (0.06 acre out of 0.09 acre), R.S. Dag No. 366, L.R. Dag No. 455 (0.11 acre out of 0.15 acre) and R.S. Dag No.366/728, L.R. Dag No. 453 (0.03 acre out of 0.04 acre) all in Mouza Hanspukuria, J. L. No. 20 and all properties under Police Station Thakurpukur (formerly Behala) in the District of South 24 Parganas morefully and particularly mentioned and described in the **FIRST**

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**SCHEDULE** hereunder written and hereinafter referred to as "the **said premises**" and the Vendor's share therein being described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the **said share in the said premises**" **TOGETHER WITH** the like part or share of and in all structures, houses and constructions thereon and also of and in all and singular the tangible and intangible assets edifices fixtures gates courts courtyards compound boundaries, areas sewers drains ways paths passages fences hedges ditches trees water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and entire share estate right title interest inheritance use trust possession property claim easements quasi easements privileges claims and demand whatsoever of the Vendor out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** the benefits of all sanction plan and other applications, conversions, approvals, no objection certificates, clearances etc., applied for and/or obtained by the Vendor independently or jointly with the other Co-owners **AND TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said premises or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments bargadars trusts claims demands acquisition requisition vesting alignment claims demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOETH HERÉBY COVENANT WITH THE PURCHASER** as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor or his predecessors-in-title done omitted executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or

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intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

- (ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now in himself good right, full power and absolute authority and ~~indefeasible title to grant sell convey transfer assign and assure~~ all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges leases tenancies occupancy rights bargadars liens attachments restrictive covenants lispensens uses debutters trusts acquisition requisition vesting prohibitions claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or his predecessors-in-title.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and by and at the costs of the Vendor effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances charges leases tenancies occupancy rights restrictions restrictive covenants liens attachments bargadars lispensens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever.

*[Handwritten signature]*

*[Handwritten signature]*

- (vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or his predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

**III. AND THE VENDOR DOTH HEREBY DECLARE AND ASSURE THE PURCHASER** as follows:-

- a) **THAT** the Vendor's share in the said premises or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings against the Vendor for realisation of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- b) **AND THAT** the said premises or any portion thereof is not affected by any notice or scheme of acquisition, requisition or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public body or authorities.
- c) **AND THAT** no declaration or notification is made or published for acquisition or requisition of or alignment on the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever.
- d) **AND THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or West Bengal Estates Acquisition Act, 1953 and/or West Bengal Land Reforms Act, 1955 and/or any other act or legislation or otherwise for the Vendor to grant sell convey transfer assign and assure the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchaser in the manner aforesaid.

*[Handwritten signatures]*

- e) **AND THAT** all rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said premises has duly been paid and there is no amount in arrears or outstanding in connection therewith.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID PREMISES)**

**PART-I**

**ALL THAT** pieces of parcels of contiguous and adjacent plots of land in a single compound abutting on Diamond Harbour Road containing an area of 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet more or less situate together with messuages, tenements, hereditaments and premises on part thereof all lying at and being the dags and khatians mentioned in PART-II and PART-III below in Mouza Joka and Hanspukuria, J. L. Nos. 21 and 20 respectively under Police Station Thakurpukur within Joka II Gram Panchayat, Thakurpukur Maheshtala Panchayat Samity in the District of South 24 Parganas and delineated in the plan annexed hereto as Annexure A duly bordered thereon in "RED" and butted and bounded as follows.

- On the North : By R. S. Dag Nos. 641 (part), 636, 635 (part), 635/988 (part) in Mouza Joka and of R.S. Dag Nos. 365/726 (part), 365 (part) and 363 (part) in Mouza Hanspukuria;
- On the South : By portions of R. S. Dag Nos. 641, 635, 635/988 in Mouza Joka and of R.S. Dag Nos. 365/726, 365/727, 366, 366/728, 364/725 and 364 in Mouza Hanspukuria;
- On the East : By public Road Diamond Harbour Road;
- On the West : By Dag Nos. 733, 852 and 357 in Mouza Hanspukuria.

**PART-II**

**PARTICULARS OF DAGS & KHATIANS:** Property comprised Mouza Joka, J.L. No. 21 containing a total area of 1.01 acre and shown in the plan annexed hereto duly bordered thereon in "blue" and consisting of:

- (a) divided and demarcated portion measuring 0.64 acre (i.e. 59.81%) out of 1.07 acre comprised in R.S. and L.R. Dag No. 635 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;
- (b) divided and demarcated portion measuring 0.29 acre (i.e. 37.18%) out of 0.78 acre comprised in R.S. and L.R. Dag No. 635/988 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;

*[Handwritten signatures]*



- (c) divided and demarcated portion measuring 0.08 acre (i.e. 25%) out of 0.32 acre comprised in R.S. and L.R. Dag No. 641 recorded in R.S. Khatian No. 567, L. R. Khatian Nos. 167 and 2541 to 2558;

Out of the above 1.01 acre, the share of the Vendor is recorded as 0.05 acre in current L.R. Khatian No. 2541;

### PART-III

**PARTICULARS OF DAGS & KHATIANS:** Property comprised Mouza Hanspukuria, J.L. No. 20 containing a total area of 1.225 acre and shown in the plan annexed hereto duly bordered thereon in "Green" and consisting of:

- (d) divided and demarcated portion measuring 0.16 acre (i.e. 50%) out of 0.32 acre comprised in R.S. Dag No. 363 recorded in R.S. Khatian No. 173, L.R. Dag No. 444 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (e) divided and demarcated portion measuring 0.33 acre (i.e. 94.29%) out of 0.35 acre comprised in R.S. Dag No. 364 recorded in R.S. Khatian No. 375, L.R. Dag No. 445 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (f) entire 0.01 acre comprised in R.S. Dag No. 364/723 recorded in R.S. Khatian No. 375, L.R. Dag No. 449 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (g) entire 0.01 acre comprised in R.S. Dag No. 364/724 recorded in R.S. Khatian No. 375, L.R. Dag No. 447 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (h) divided and demarcated portion measuring 0.005 acre (i.e. 12.50%) out of 0.04 acre comprised in R.S. Dag No. 364/725 recorded in R.S. Khatian No. 375, L.R. Dag No. 446 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (i) divided and demarcated portion measuring 0.38 acre (i.e. 77.55%) out of 0.49 acre comprised in R.S. Dag No. 365 recorded in R.S. Khatian No. 376, L.R. Dag No. 450 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (j) divided and demarcated portion measuring 0.12 acre (i.e. 75%) out of 0.16 acre comprised in R.S. Dag No. 365/726 recorded in R.S. Khatian No. 376, L.R. Dag No. 451 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (k) divided and demarcated portion measuring 0.06 acre (i.e. 0.666%) out of 0.09 acre comprised in R.S. Dag No. 365/727 recorded in R.S. Khatian No. 376,

*Prj m* *PR*

L.R. Dag No. 452 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

- (l) divided and demarcated portion measuring 0.11 acre (i.e. 73.33%) out of 0.15 acre comprised in R.S. Dag No. 366 recorded in R.S. Khatian No. 575, L.R. Dag No. 455 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (m) divided and demarcated portion measuring 0.03 acre (i.e. 75%) out of 0.04 acre comprised in R.S. Dag No. 366/728 recorded in R.S. Khatian No. 575, L.R. Dag No. 453 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (n) entire 0.01 acre comprised in R.S. Dag No. 366/859 recorded in R.S. Khatian No. 575, L.R. Dag No. 448 recorded in previous L.R.Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

Out of the above 1.225 acre, the share of the Vendor is recorded as 0.07 acre in current L.R. Khatian No. 1867.

The properties are having character of housing or bastu except only Dag L.R. Dag 455 admeasuring 0.11 acre having the recorded character of 'doba'.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(SAID SHARE IN THE SAID PREMISES)**

**ALL THAT** the Vendor's all and entire 5.25% part or share of and in the contiguous and adjacent plots of land in a single compound abutting on Diamond Harbour Road containing an area of 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet more or less together with like share in the messuages, tenements, hereditaments and premises on part thereof all situate and lying at Mouza Joka and Hanspukuria, J. L. Nos. 21 and 20 respectively under Police Station Thakurpukur within Joka II Gram Panchayat, Thakurpukur Maheshtala Panchayat Samity in the District of South 24 Parganas fully described in **PART-I** of the **FIRST SCHEDULE** above and consisting of (a) 1.01 acre comprised in the several Dags and Khatians in Mouza Joka as described in **PART-II** of the **FIRST SCHEDULE** above wherein the share of the Vendor being recorded as 0.05 acre in current L.R. Khatian No. 2541 and (b) 1.225 acre comprised in several Dags and Khatians in Mouza Hanspukuria as described in **PART-III** of the **FIRST SCHEDULE** above wherein the share of the Vendor being recorded as 0.07 acre in current L.R. Khatian No. 1867.

Be it mentioned that the 5.25% part or share of the Vendor in the above described land is equivalent to 0.117 acre or 7 Cottahs 18 Square feet more or less (consisting of about 0.0336 in Dag No. 635, about 0.015225 in Dag No. 635/988, about 0.0042 in Dag No. 641,

Mj/m

MB


about 0.0084 in Dag No. 363, about 0.017325 in Dag No. 364, about 0.000525 in Dag No. 364/723, about 0.000525 in Dag No. 364/724, about 0.0002625 in Dag No. 364/725, about 0.01995 in Dag No. 365, about 0.0063 in Dag No. 365/726, about 0.00315 in Dag No. 365/727, about 0.005775 in Dag No. 366, about 0.001575 in Dag No. 366/728 and about 0.000525 in Dag No. 366/859) and 5.25% part or share of the Vendor in the rooms and structures thereon comes to about 263 Square feet.

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

**SIGNED SEALED AND DELIVERED** by the abovenamed **VENDOR** at Kolkata in the presence of:

Krishna Guptia  
1, R.N. Mukherjee Rd  
Kul-1 Secunder.

Sandip Chandra,  
c/o. - DSP Law Associates  
2 Home Street  
Kolkata - 700001

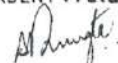
  
(VIJAY KUMAR  
FATEHPURIA

**SIGNED SEALED AND DELIVERED** by the withinnamed **PURCHASER** at Kolkata in the presence of:

Samar Chakraborty  
Adviser  
for DSP Law Associates  
2 Home Street  
Kolkata

Sandip Chandra,

FOR MAYFAIR GARDEN PVT LTD

  
Director

RECEIPT AND MEMO OF CONSIDERATION

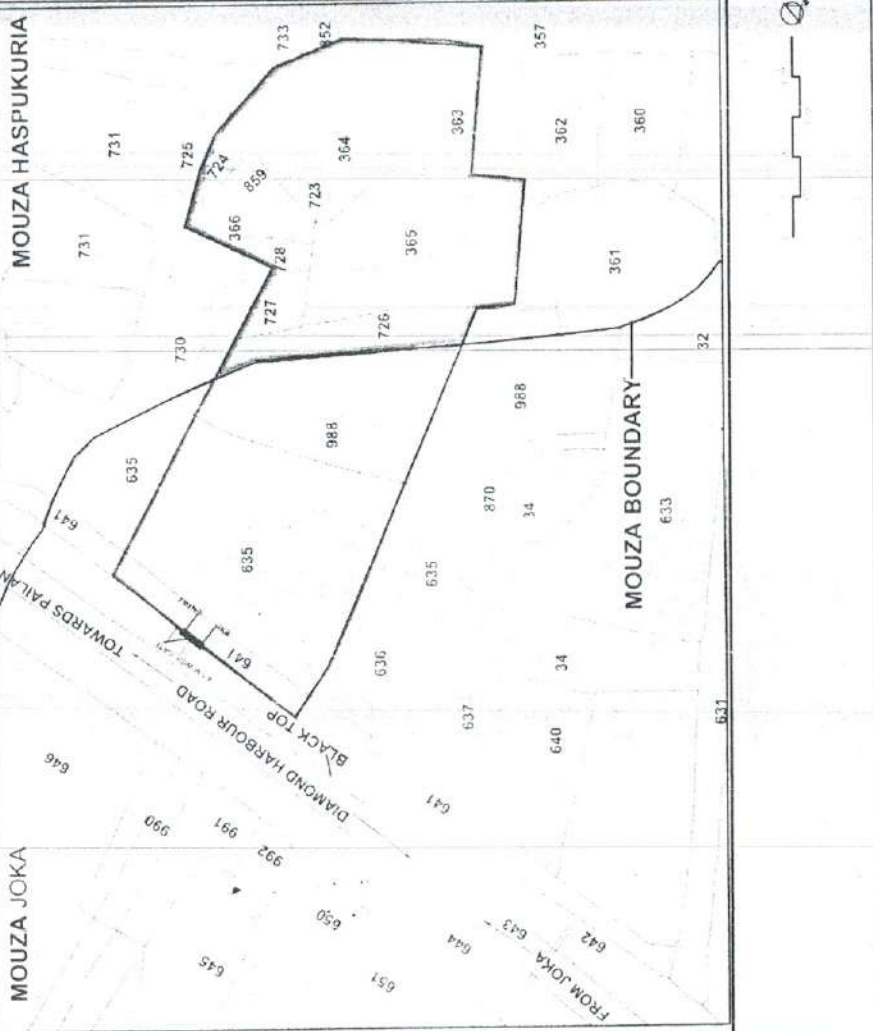
RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.17,50,000.00 (Rupees seventeen lacs fifty thousand) only being the consideration in full payable under these presents by Cheque No. 125570 dated 21<sup>st</sup> May, 2012 on Citi Bank, N.A.



Krishna Gauri  
Sandip Chandra.

Drafted by  
Samar Chakraborty  
Advocate  
for DSP LAW ASSOCIATES  
2 Hare Street -  
Kolkata -

SITE PLAN ON MOUZA MAP :  
 MOUZA JOKA AND MOUZA HANSPUKURIA ON D.H.ROAD 24 PARAGANAS (S)  
 LAND AREA : 2.23 ACRES OR 8949.83 SQ.M.



**SITE PLAN**



















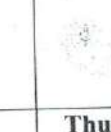
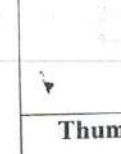
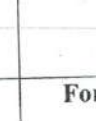
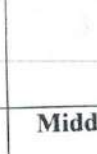
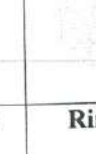
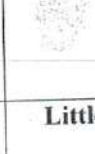
**LAND SCHEDULE**

Dag No	MOUZA	
	Joka	Hanspukuria
635p	0.64	
635/899p	0.29	
641p	0.08	
363p		0.38
363p		0.16
366/859		0.01
366/723		0.01
366/724		0.01
366/726p		0.12
366p		0.11
366/725p		0.095
366/727p		0.06
366/728p		0.07
366p		0.31
1011A1	1.01	1.225
	2.23 ACRES	

For MAYFAIR GARDEN PVT LTD  
*M. Banerjee*  
 Director

*Brij*

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle	Fore	Thumb
(Left Hand)					
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle	Fore	Thumb
(Left Hand)					
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					



Government Of West Bengal  
Office Of the D.S.R. - I SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 05699 of 2012  
(Serial No. 05661 of 2012)

On

Payment of Fees:

On 22/05/2012

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

Presented for registration at 17.30 hrs on :22/05/2012, at the Private residence by Santosh Kumar Rungta ,Claimant.

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

Execution is admitted on 22/05/2012 by

1. Vijay Kumar Fatehpuria, son of Lt. Shyam Sunder Fatehpuria , 62/17, Ballygunge Circular Road, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Professionals
2. Santosh Kumar Rungta  
Director, Mayfair Garden Private Limited, 20, Bally Gunge Circular Road, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.  
. By Profession : Business

Identified By Sandip Chandra, son of Lt. Tapan Chandra, Dsp Law Associates, 2 Hare Street, 4 D, Nicco House, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

( Anima Sinha )  
DISTRICT SUB-REGISTRAR-II

On 23/05/2012

**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:**

Amount By Cash

Rs. 35543.00/-, on 23/05/2012

( Under Article : A(1) = 35497/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 23/05/2012 )

**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.-32,27,704/-

Certified that the required stamp duty of this document is Rs.- 193682 /- and the Stamp duty paid as: Impressive Rs.- 100/-

**Deficit stamp duty**

( Anima Sinha )  
DISTRICT SUB-REGISTRAR-II  
EndorsementPage 1 of 2



**Government Of West Bengal**  
**Office Of the D.S.R. - I | SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 05699 of 2012**  
**(Serial No. 05661 of 2012)**

Deficit stamp duty

1. Rs. 49000/- is paid, by the draft number 618236, Draft Date 21/05/2012, Bank Name State Bank of India, PRAMATHESH BARUA SARANI, received on 23/05/2012
2. Rs. 49000/- is paid, by the draft number 618237, Draft Date 21/05/2012, Bank Name State Bank of India, PRAMATHESH BARUA SARANI, received on 23/05/2012
3. Rs. 49000/- is paid, by the draft number 618238, Draft Date 21/05/2012, Bank Name State Bank of India, PRAMATHESH BARUA SARANI, received on 23/05/2012
4. Rs. 46682/- is paid, by the draft number 618240, Draft Date 21/05/2012, Bank Name State Bank of India, PRAMATHESH BARUA SARANI, received on 23/05/2012

( Anima Sinha )  
DISTRICT SUB-REGISTRAR-II

( Anima Sinha )  
DISTRICT SUB-REGISTRAR-II  
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 8686 to 8710  
being No 05699 for the year 2012.



(Anima Sinha) 24-May-2012  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. -II SOUTH 24-PARGANAS  
West Bengal