



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL Admissible under Rean Rule-2: and also u/s.....of the West Bengal L R Aci 1936 duty stamped Ex - noted from Samp duty under the Indian Stam 1899 as amneaded in 1884

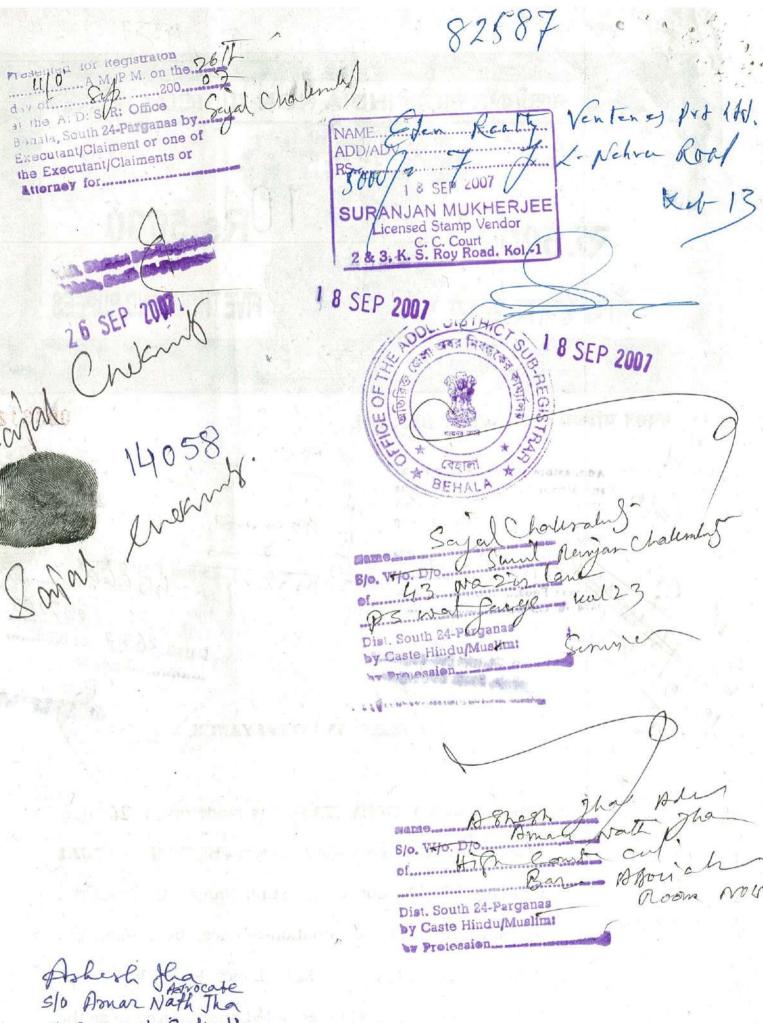
Banchis Branchi

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 2 day of

September, two thousand seven BETWEEN CHAKRABORTY, Son of Sri Sunil Ranjan Chakraborty, by faith Hindu, by occupation-Service, by Nationality-Indian, residing at 43, Nazir Lane, P. S. Watgunge, Kolkata 700 023, hereinafter called and referred to as the 'VENDOR" (which term of expression shall unless



High Court, Calcutta Bar Association Room NO. 15

excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

EDEN REALTY ESTATES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office 7, Jawarlal Nehru Road, Mezanine Floor, Kolkata – 700013, represented by its Director SACHCHIDANAND RAI son of Late Jaleshwar Rai, hereinafter called "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and

WHEREAS (1) Sri Krishna Kishor Goswami, S/o Late Hari Mohan Goswami, (2) Sri Sishir Kumar Goswami, S/o Late Jugal Kishor Goswami, (3) Smt. Anilabala Goswami, W/o Krishna Kishor Goswami, (4) Sri Manik

assigns) of the OTHER PART.

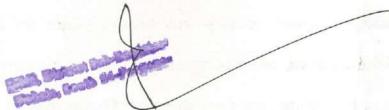


6 SEP 2007

Chandra Patra, (5) Sri Pulin Chandra Patra, both sons of Late Badsha Patra were absolutely seized, possessed and joint owners of 11 (Eleven) Annas Shares and (6) Sri Amulya Charan Goswami, S/o Late Uma Charan Goswami was the absolutely owner of the remaining 5 (Five) Annas Share of the total land measuring 16 Decimal appertaining to R. S. Dag No. 377 under R.S. Khatian No. 578 lying and situated at Mouza – Hanspukuria, J.L. No. 20, Pargana – Khaspur, Touzi No. 14, R. S. No. 36, Police Station – Thakurpukur, A. D. S. R. Office at Behala, District 24 Parganas (South).

and whereas the said Krishna Kishor Goswami and others and Manik Chandra Patra and others as stated above, due to urgent need of money, jointly sold there aforesaid 11 (Eleven) Annas share equivalent to 11 Decimal land along with other land by a Bengali Deed of Conveyance dated 6th April 1955 to (1) Sri Haripada Dutta, (2) Sri Subhamoy Dutta, (3) Sri Dakshina Ranjan Dutta, (4) Sri Bijoy Krishna Dutta all sons of Late Anath Bandhu Dutta, residing at P-91, Bhupen Roy Road, Jadu





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Colony, P. S. – Behala, Kolkata 700 034 and the said Deed was registered in the office of Sub Registrar – Alipore and recorded in its Book No. 1, Volume No. 44, Pages 165 to 171, Being No. 2840 for the year 1955. The said Sri Haripada Dutta and others recorded their names in the revisional settlement by paying taxes and rents in the office of the Government Seresta and Union Board. By virtue of the aforesaid Deed of Conveyance the said Sri Haripada Dutta and others became the absolute owners of 11 Decimal land appertaining to R. S. Dag No. 377 under R.S. Khatian No. 578 lying and situated at Mouza – Hanspukuria, J.L. No. 20, Pargana – Khaspur, Touzi No. 14, R. S. No. 36, District 24 Parganas (South).

AND WHEREAS the said Amulya Charan Goswami while being recorded owner of 5 (Five) Annas share in the revisional settlement by paying taxes and rents in the office of the Government Seresta and Union Board in order to meet required necessity sold his above stated 5 Annas share equivalent to 5 Decimal along with other land by a Bengali Deed of Conveyance dated 19th March



26 SEP 2007.

1957 to (1) Sri Haripada Dutta, (2) Sri Subhamoy Dutta, (3) Sri Dakshina Ranjan Dutta, (4) Sri Bijoy Krishna Duttaand the said Deed was registered in the office of Joint-Sub-Registrar, Alipore at Behala and recorded in its Book No. 1, Volume No. 19, Pages 1 to 6, Being No. 794 for the year 1957 and by virtue of the aforesaid Two Deeds of Conveyance Sri Haripada Dutta and others became absolute owners and possessors of 16 Decimal land appertaining to R. S. Dag. No. 377 under R.S. Khatian No. 578 lying and situated at Mouza – Hanspukuria, J.L. No. 20, Pargana – Khaspur, Touzi No. 14, R. S. No. 36, present P. S. – Thakurpukur, District 24 Parganas (South).

AND WHEREAS a piece and parcel of Sali land Measuring 59 decimal appertaining to R. S. Dag No. 378 under R.S. Khatian No. 202 at Mouza – Hanspukuria, J.L. No. 20, Pargana – Khapur, R.S. No. 36, Touzi No. 14, present P.S. Thakurpukur, Dist. 24 Parganas (South) originally belonged to (1) Sri Fakir Patra, (2) Sri Judhisthir Patra, (3) Sri Sudin Patra alias Sudhir Kumar

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16 SEP 2007.

Patra, (4) Sri Lalit patra all sons of late Banshidhar Patra, (5) Sri Manick Chandra Patra, (6) Sri Pulin Chandra Patra, both sons of late Badsha Patra, as recorded owners in the revisional settlement by paying taxes and rents in the office of the Govt. Seresta and Union Board.

AND WHEREAS the said (1) Fakir Patra, (2) Judhisthir Patra, (3) Sudin Patra alias Sudhir Kumar Patra, (4) Lalit Patra and (5) their mother Smt. Nanibala Patra, W/o, Late Bangshidhar Patra, being also one of the lawful owner, but not, recorded in the revisional settlement, (6) Manick Chandra Patra, (7) Pulin Chandra patra, due to urgent need of money, jointly sold their aforesaid 59 decimal Sali land to (1) Sri Haripada Dutta, (2) Sri Subhomoy Dutta, (3) Sri Dakshina Ranjan Dutta, (4) Sri Bijoy Krishna Dutta by a Bengali Deed of Conveyance and the said Deed was registered at the office of Joint-Sub-registrar of Alipore at Behala and recorded in Book No. 1, Volume No. 40, Pages from 158 to 160, Being No. 2793 for the year 1958 and by virtue of the said



7.5 SEP 2007

purchase Deed Sri Haripada Dutta and others became the absolute owners and possessors of 59 decimals Sali land situate and lying at Mouza Hanspukuria, Pargana-Khaspur, J.L. No. 20, appertaining to R.S. Dag No. 378 under R.S. Khatian No. 202, present P.S. Thakurpukur, A.D.S.R. Office-Behala, Dist. 24 Parganas (South).

AND WHEREAS said Haripada Dutta died intestate on 28.10.78 leaving behind his wife Smt. Lilarani Dutta, his one son Sri Udayan Dutta, three daughters Smt. Anima Karmakar, Smt. Anita Ray and Smt. Sunanda Ray as his legal heirs and successors and there is no other heir and successor left by said Haripada Dutta since deceased and since the death of Haripada Dutta his aforesaid legal heirs and successors became absolute owners and possessors of his 1/4th share of aforesaid undivided 16 decimal and 59 decimal of land along with other property stated in the above mentioned three deeds.

AND WHEREAS said 1) Smt. Lilarani Dutta, 2) Sri 'Udayan Dutta, 3) Smt. Anima Karmakar, 4) Smt. Anita

performance and carried at the case a second section of the miles.

Ray, 5) Smt. Sunanda Ray, all are legal heirs and seccessors of Sri Haripada Dutta since deceased, 6) Sri Subhamoy Dutta, 7) Sri Dakshina Ranjan Dutta and 8) Sri Bijoy Krishna Dutta, due to urgent need of money sold jointly a portion of the said schedule land measuring more or less 7 (seven) katha - 10(ten) Chhatak- 02(two) sq.ft. by a registered Deed of conveyance dated 27th September 1988 out of which 9 (nine) chhatak-31 (thirty one) sq.ft. land within R.S. Dag No. 377 under R.S. Khatian No. 578 and recorded in the revisional settlement as "Pukur par" and 7 (Seven) Katha - 16 (Sixteen sq. ft. land within R. S. Dag No. 378 under R. S. Khatian No. 202 and recorded in revisional settlement as "Sali", situate and lying at Mouza- Hanspukuria, Pargana - Khaspur, J.L. No. 20, R. S. No. 36, Touzi No. 14, P.S. Thakurpukur, District - 24 Parganas (South) to Smt. Sefali Ganguly, W/o, Sri Surajit Ganguly of 404/7B, Gariahat Road, Kolkata - 700 029 at present residing at 100, Sarat Bose Road, Kolkata - 700 026 and the said Deed was registered in the office of District Registrar - Alipore, District - 24 Parganas (South) and



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recorded in Book No. 1, Volume No. 259, Pages 81 to 93, Being No. 11230 for the year 1988 and by virtue of the said Deed of Conveyance Smt. Sefali Ganguly became absolute owner and possessor of the aforesaid 7 (Seven) Katha, 10 (Ten) Chattak, 02 (Two) sq. ft. of land.

AND WHEREAS Smt. Sefali Ganguly in order to meet required necessity sold her aforesaid purchased land by a registered Deed of Conveyance dated 07.04, 1997 to Smt. Nupur Deb and the said Deed was registered in the office of A.D.S.R - Behala, 24 Parganas (South) and recorded in its Book No. 1, Volume No. 31, Pages 51 to 66, Being No. 1696 for the year 1997 and by virtue of the said registered Deed of Conveyance Smt. Nupur Deb became absolute owner of aforesaid 7 (Seven) Katha, 10 (Ten) Chattak, 02 (Two) sq. ft. of land situated and lying at Mouza Hanspukuria, Pargana Khaspur, appertaining to a portion of R.S. Dag Nos. 377 and 378 under R.S. Khatian Nos. 578 and 202, Touzi No. 14, R.S. No. 36, J.L. No. 20, A.D.S.R. Office Behala, P.S. Thakurpukur, Dist. 24 Parganas (South) but actually she



was in possession of only 7 (Seven) Katha, 7 (Seven) Chattak, 26 (Twenty six) sq. ft.

AND WHEREAS Smt. Nupur Deb in order to meet required necessity sold the aforesaid land measuring 7 (Seven) Katha, 7 (Seven) Chattak, 26 (Twenty six) sq. ft out of which within R.S. Dag No. 377 under R.S. Khatian No. 578 land area 9 (nine) chhatak 31 (thirty one) sq.ft. and within R.S. Dag No. 378 under R.S. khatian No. 202 land area 6 (six) katha - 13 (thirteen) chhatak - 40 (forty) sq.ft. along with a kuccha structure situated and lying at Mouza – Hanspukuria, Pargana – Khaspur, Touzi No. 14, R.S. No. 36, J.L. No. 20, A.D.S.R. Office Behala, P.S. Thakurpukur, Dist. 24 Parganas (South) by a registered Deed of Conveyance dated 18.09.1998 to Sri Sajal Chakraborty and the said Deed was registered in the office of A.D.S.R - Behala, 24 Parganas (South) and recorded in its Book No. 1, Volume No. 15, Pages 163 to 176, Being No. 4279 for the year 1998.

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26 SEP 2007

AND WHEREAS said Sajal Chakraborty, vendor of this present, by virtue of the aforesaid registered Deed of Conveyance became the absolute owner of ALL THAT piece and parcel of land measuring 7 (Seven) Katha, 7 (Seven) Chattak, 26 (Twenty six) sq. ft out of which within R.S. Dag No. 377 under R.S. Khatian No. 578 land area 9 (nine) chhatak 31 (thirty one) sq.ft. and within R.S. Dag No. 378 under R.S. khatian No. 202 land area 6 (six) katha – 13 (thirteen) chhatak – 40 (forty) sq.ft. along with a kuccha structure situated and lying at Mouza -Hanspukuria, Pargana – Khaspur, Touzi No. 14, R.S. No. 36. J.L. 20, A.D.S.R. Office No. Behala, P.S. Thakurpukur and has all right, title and interest to that property of or otherwise well and sufficiently entitled to the same.

AND WHEREAS the vendor of this present, due to urgent need of money has proposed to sell out the land measuring more or less 7 (Seven) Katha, 7 (Seven) Chattak, 26 (Twenty six) sq. ft out of which within R.S. Dag No. 377 under R.S. Khatian No. 578 land area 9



26 SEP TOU

(nine) chhatak 31 (thirty one) sq.ft, and within R.S. Dag No. 378 under R.S. khatian No. 202 land area 6 (six) katha - 13 (thirteen) chhatak - 40 (forty) sq.ft. along with a kuccha structure situate and lying at Mouza Hanspukuria, Pargana - Khaspur, Touzi No. 14, J.L. No. 20, R.S. No. 36, P.S. Thakurpukur, A.D.S.R. Office Behala, 24 Parganas (South) under Joka No. 2 Gram Panchayet at present nature of land Bastu as per L.R. Record morefully described in the schedule hereunder and also shown in red border lines in the site plan or map hereto annexed and the purchaser has offered to purchase the said 7 (seven) khatha 7 (seven) chhatak -26 (twenty six) sq.ft. land as mentioned in the schedule hereunder written at a consolidated consideration money of Rs.10,01,000/- (Rupees Ten lacs one thousand) only free from all encumbrances, charges, liens, lispendens, attachment, execution, acquisition/requisition scheme.

ANDWHEREAS the vendor has accepted the said offer of the said purchaser of Rs.10,01,000/- (Rupees Ten lacs one thousand) only. The price negotiated between the



Vendor and the Purchaser is the highest, adequate and at present prevailing in the market.

NOW THIS DEED WITNESSES: That in pursuance of the said offer and acceptance and in consideration of the payment of Rs.10,01,000/- (Rupees Ten lacs one thousand) only the said price of the said property paid by the purchaser to the vendor as mentioned in the Memo of Consideration hereunder being the full consideration money (which the vendor acknowledges to have received) the vendor hereby sells, conveys and transfers all his rights, title and interest and/or possession in the said property as stated hereunder in the schedule to and unto the said purchaser or by any body, claiming through or under him and the said vendor doth hereby transfers, all conveys, rights, title, interests, privileges, appertaining or belonging to the said property as written in the schedule below. The vendor do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit release and forever discharge the Purchaser and the said Property hereby conveyed)

7.6 SEP 2007

the Vendor doth hereby sell grant transfer convey assign and assure unto the Purchaser ALL THAT piece and parcel of Bastu land measuring about 6 (six) katha - 13 (thirteen) chhatak - 40 (forty) sq.ft. within R.S. Dag No. 378 under R.S. khatian No. 202 and land measuring 9 (nine) chhatak 31 (thirty one) sq.ft. within R.S. Dag No. 377 under R.S. Khatian No. 578 aggregating to 7 (seven) katha - 07 (seven) chhatak - 26 (twenty six) sq.ft. along with a kuccha structure situate and lying at Mouza Hanspukuria, Pargana - Khaspur, Touzi No. 14, J.L. No. 20, R.S. No. 36, P.S. Thakurpukur, A.D.S.R. Office Behala, 24 Parganas (South) under Joka No. 2 Gram Panchayat (hereinafter referred to as "the said Property") more particularly described in SCHEDULE hereunder written and as shown in red border in the plan annexed hereto OR HOWSOEVER OTHERWISE the said Property now is or at any time or times heretofore was situated called known numbered described and distinguished **TOGETHER WITH** the Vendor's right in all passages, sewers, liberties, privileges, easements, advantages and appurtenances whatsoever standing and being in or



26 SEP 2007

upon or belonging thereto or any part thereof with which the same now is or at any time or times heretofore was held used occupied enjoyed accepted reputed deemed taken or known as part or parcel thereof or appertaining thereto AND all the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof AND all the estate right title interest claim and demand whatsoever of the Vendor at law or in equity into upon or in respect of the said Property TO HAVE AND TO HOLD the said Property free from all encumbrances, tenancies, charges, mortgages, liens, trust, lispendens, attachments/ execution and / or acquisition / requisition proceedings.

The Vendor on this day have delivered vacant possession of the said Property to the Purchaser.

- 1. The Vendor doth hereby covenant with the Purchaser as follows:-
- (a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor to the contrary,

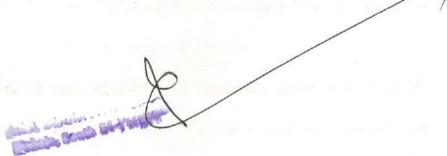


28 SEP 2003

the Vendor is lawfully seized and possessed of or otherwise well and sufficiently entitled to the said Property hereby sold granted transferred conveyed assigned and assured as an absolute and indefeasible estate and inheritance thereof free from all encumbrances whatsoever.

- (b) The said land is at present Bastu as per L. R. Record and the said land is not affected by the scheme of KMDA, KIT and the said land neither to be acquired under the Land Acquisition Act nor requisitioned by the Govt. and the Vendor has good right, full power and absolute and indefeasible authority to sell grant transfer and convey the said Property and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- (c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and





26 SEP 2007

upon and hold occupy and enjoy the said Property and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor or any person or persons having lawfully or equitably claiming any estate right title and interest in the said Property from under through or in trust for the Vendor and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor, well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed or

(d) That the Vendor shall and will hand over to the Purchaser all documents of title, evidences and writings relating to the said Property which now are in possession or custody of the Vendor. However the Vendor has stated that the original Title Deed in the name of the Vendor (Deed No.4279 of 1998)

occasioned by the Vendor.



26 SEP 2007

has been lost/misplaced and as such he could not hand over the same to the Purchaser at the time of Registration of this present.

- (e) The Vendor undertakes to produce all other documents relating to the said Property which may hereafter be in the possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in equity.
- equitably claiming any estate right title or interest whatsoever in the said Property from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do make acknowledge and execute all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said Property hereby sold granted transferred conveyed



26 SEP 2007

assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

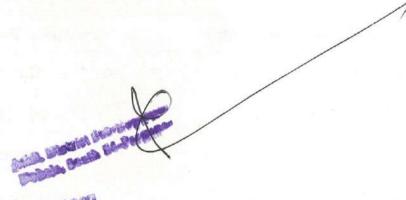
- (g) That the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said Property or any part thereof, hereby granted, sold conveyed, transferred, assigned or assured or expressed or intended so to be given may be impeached encumbered or effected in title.
- 2. The Vendor doth hereby further covenant with the Purchaser as follows:-
- (a) That if it be found there is any defect in Vendor's title to the said Property or the same is under any charge, mortgage, decree of any Court of law or any encumbrance or attachment or subject to any other tenancy, lease or otherwise or subject to any vesting or acquisition under any law, then and in



that event the Vendor shall be liable to indemnify
the Purchaser and shall bear and pay all costs and
consequential damages and compensation whatsoever.

The Vendor shall at all times hereafter indemnify and shall keep indemnified the Purchaser against all losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in title of the Vendor or Vendor's purchasing any part of the said Property is due to non-compliance of any statutory provisions or any breach of the covenants with the Purchaser that the said Property is under any order of requisition or acquisition by the Government or vested with the Government under any law or any public or statutory body and that no such notice of acquisition or requisition in respect of the said Property or any part thereof has been received nor the same is under any alignment scheme of the State Government, Central Government or any Municipal Corporation, Improvement Trust or Land Acquisition Collector or Development Authority.





26 SEP 7007

THE SCHEDULE ABOVE REFERRED TO

THAT piece and parcel of Bastu land measuring about 6 (six) katha - 13 (thirteen) chhatak -40 (forty) sq.ft. within R.S. Dag No. 378 under R.S. khatian No. 202 as described in the site plan or map annexed hereto as PLOT 'A' and land measuring 9 (nine) chhatak 31 (thirty one) sq.ft. within R.S. Dag No. 377 under R.S. Khatian No. 578 as Plot "B" aggregating to 7 (seven) katha -07 (seven) chhatak -26 (twenty six) sq.ft. as described in the site plan or map annexed hereto along with a kuccha structure measuring about 100 sq. ft. situate and lying at Mouza Hanspukuria, Pargana -Khaspur, Touzi No. 14, J.L. No. 20, R.S. No. 36, P.S. Thakurpukur, A.D.S.R. Office Behala, 24 Parganas (South) under Joka No. 2 Gram Panchayat including all using right and rights of ingress and egress with all sorts of easement rights over the existing 16'0" wide common passage on the northern side and a portion of 16'0" wide common passage on the eastern side of the land more particularly shown and delinated with colour red in the



site plan or map annexed hereto which is the part and parcel of this Deed

BUTTED AND BOUNDED BY:

ON THE NORTH : 16'0" wide common passage

ON THE SOUTH : By part of R. S. Dag No. 378

belonging to Sri Robin Deb

and Smt. Purnima Deb.

ON THE EAST : Land of Mrs Subhra Mitra

and partly by 16'0" wide

common passage.

ON THE WEST : By part of R. S. Dag No. 385

Rent is payable to Collectorate of 24 Parganas (South).



26 SEP 2007

in witnesseth whereof the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written

SIGNED SEALED AND DELIVERED

by the Vendor abovenamed in presence of:

1. Debashis Nationalans 10, K.S. Day Rd. Saya Kelkete 1.

SIGNATURE OF THE VENDOR

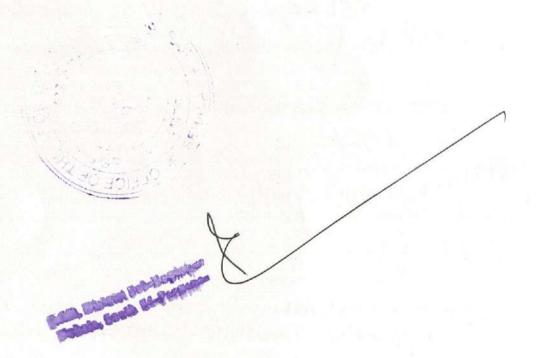
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Identified by me,

Advocate

High Court calculta

Bax Association Room NO.15



26 SEP 2007

RECEIPT

RECEIVED on and from the within named purchaser the within mentioned full and final consideration money/sale price of Rs.10,01,000/- (Rupees Ten lacs one thousand) only as per memo below:

MEMO OF CONSIDERATION

Cash (Government of India Rupee)

Rs.10,01,000/-

Rupees Ten lacs one thousand only

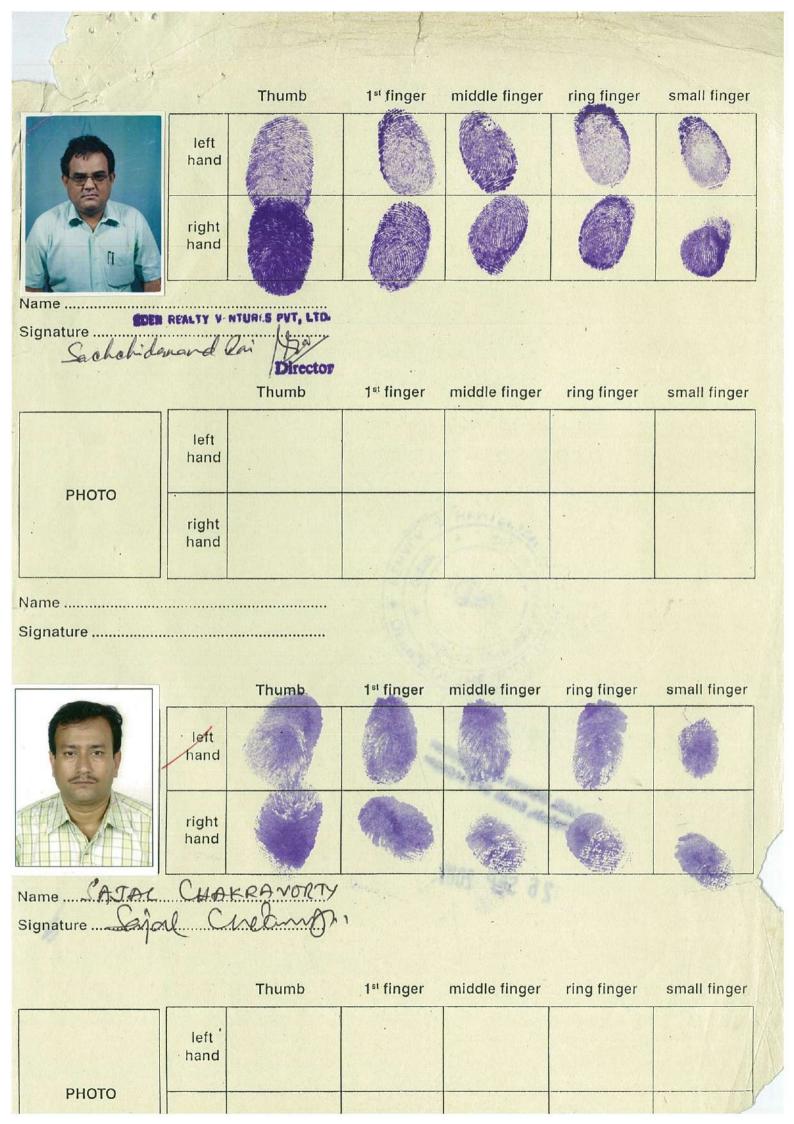
Rs.10,01,000/-

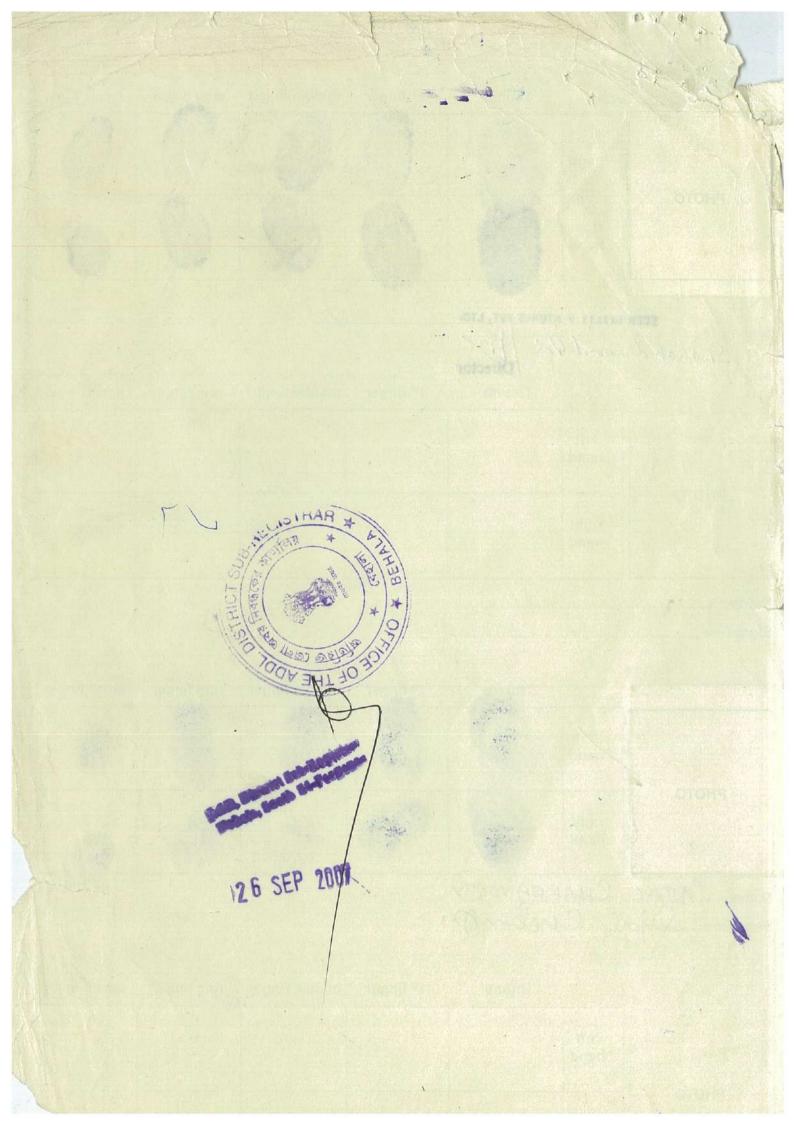
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Volume No.
Pages. 2003 To.
Being No.
Pages 200





SITE PLAN OF LAND RS. DAGNO-378, R.S. KH NO-202 & R.S. DAG NO- 377. R.S KH NO- 578 SITUATE & LYING AT MOUZA HANSPUKURIA, TOUZI NO-14, JL. NO-20, R.S. NO-36 P.S. THAKURPUKUR SCALE 1:200 24 PGS (SOUTH) A= 7K-7CH- 26 SFT E VACANT R.S. DAG 385 RABIN DEB & SMT PURNIMA DEB 19180 378 R.S. DAGNO 6K-13CH-40SFT. PLOT - 'A' AND OF I 100 SFT 17490 COM. PASSAGE 9CH-31 SFT LAND OFMRS. SUVRA MITRA PLOT-B 4880 MD G+IV 3050 TO DH ROAD 4780 WD ROAD

