

िर्भवका पश्चिम बंगाल WEST BENGAL

C 918311

under the Indian Samp As. 1018 200 20 and 100 as amended by W Balleti.

Many Amended and Many Amended by W Balleti.

Icheriule 17 Proc. 2

TERMANCES I. KOLKATA

General M. Commercial Dr.

7(4189 2(9.08

## DEED OF CONVEYANCE

[The Property Valued at Rs. 10,19,600/-]

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

RETWEEN

1) SMT. CHITRA MONDAL, wife of Late Sukumar Mondal, by faith- Hindu, by occupation - House Hold Work, 2) SHRI INDRA NATH MONDAL, son of Late Sukumar Mondal, by faith- Hindu, by occupation - Business, 3) SMT. CHANDIMA MONDAL, wife of Late Chandra Nath Mondal, by faith- Hindu, by occupation -

11715 SANJAY KUMAR JAIN 9, Old China Bazar Street 1 8 AUC 2008 Kolkata-700001 MAINK HOUSING (P) LTD. Authorised Signatory. (SELF & ATTORNEY HOLDER. OF VENDOR NO 1 to 6) Identified by me MD MAHFUZ TAKRIM B. Sc. SPL. B.A. (Double) M.A. LL. B. C. V. R. Sr. Law Officer EDEN GROUP 6C, Elgin Road, Kolkata-20

House Hold Work, 4) SHRI CHARLIE MONDAL, son of Late Chandra Nath Mondal, by faith- Hindu, by occupation - Business, 5) SHRI JOYDEEP MONDAL, son of Late Chandra Nath Mondal, by faith- Hindu, by occupation - Business, 6) ANANDA MONDAL, son of Late Chandra Nath Mondal, by faith- Hindu, by occupation - Student, 7) SHRI DEBNATH MANDAL, son of Late Sukumar Mondal, by faith- Hindu, by occupation - Business, Sl No-1 & 7 are residing at UttarPanchpota Purba P.S-Sonarpur, Ward No-20, District-24 Pargana(s), Sl No-2 is residing at 81/3, Tollygunge Road, P.S-Tollygunge, Kolkata, Sl No-3 to 6 are residing at 8, Bompas Road P.S-Gariahat, Kolkata, The VENDORS No-1 to 6 are hereby represented by their Constituted Attorney SHRI DEBNATH MANDAL, son of Late Sukumar Mondal, by faith -Hindu, by occupation -Business, residing at UttarPanchpota Purba P.S-Sonarpur, Ward No-20, District-24 Pargana(s), hereinafter called and referred to as the "VENDORS", (which expression shall unless excluded by or repugnant to the contrary shall be deemed to mean and include their 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, 4th 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.

The second



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 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.

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 while he was enjoying the right, title and possession in respect of the said 6 Kattahs 1 Chittak 15 Sqft of land sold, convey and transferred a part portion from the said demarcated net land measuring more or less 2 Kattah 10 Chittaks to one Shri Ashok kumar Mallick, son of Shri Nagendra Mallick, by way of a Deed of Conveyance' through his son and Lawful Attorney Shri Debnath Mandal, and it was delineated

. I When such a

ASSURANCES-L KOLKATA

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.

AND WHEREAS while the said SUKUMAR MONDAL, son of Late Promod Krishna Mondal was enjoying the right, title and possession in respect of the rest land i.e. 3 Kattah 7 Chittaks 15 Sqft of land appertaining to R.S.Dag No. 205 under R.S. Khatian no.113 in Mouza-Nayabad, died on 14/09/2001 and leaving intestate behind his wife namely SMT CHITRA MONDAL, three sons namely SHRI INDRA NATH MONDAL, SHRI DEBNATH MANDAL and SHRI CHANDRA NATH MONDAL. As a result thereof, the said Smt Chitra Mondal, Shri Indra Nath Mondal, Shri Debnath Mandal and Shri Chandra Nath Mondal finally became the joint owners in respect of their schedule undivided landed property measuring more or less 3 Kattah 7 Chittaks 15 Sqft.

AND WHEREAS while the said CHANDRA NATH MONDAL, son of Late Sukumar Mondal was enjoying the right, title and possession in respect of his undivided 1/4th share in the schedule landed property comprising in R.S.Dag no- 205 under R.S. Khatian no- 113 in Mouza- Nayabad had been missing on 25/11/1996 and at the time of missing thereof left behind his wife namely SMT CHANDRIMA MONDAL and three sons namely SHRI CHARLIE MONDAL, SHRI JOYDEEP MONDAL and ANANDA MONDAL as his legal heirs and successors. As a result thereof, the said Smt Chandrima Mondal, Shri Charlie Mondal, Shri Joydeep Mondal and Ananda Mondal finally became the joint owners in respect of their undivided 1/16th share in the schedule landed property.

The second second

and produced the second to the College and the second to the college and the second to the second to

The state of the s

and the state of t

ASSURANCES L KOLKATA

AND WHEREAS thus the said SMT CHITRA MONDAL, SHRI INDRA NATH MONDAL, SHRI DEBNATH MANDAL, SMT CHANDRIMA MONDAL, SHRI CHARLIE MONDAL, SHRI JOYDEEP MONDAL and ANANDA MONDAL became the absolute owner in respect of the schedule demarcated landed property measuring more or less 3 Kattahs 7 Chittak 15 Sqft comprising in R.S.Dag no- 205 under R.S. Khatian no- 113 in Mouza- Nayabad.

AND WHEREAS the said SMT CHITRA MONDAL, SHRI INDRA NATH MONDAL, SHRI DEBNATH MANDAL, SMT CHANDRIMA MONDAL, SHRI CHARLIE MONDAL, SHRI JOYDEEP MONDAL and ANANDA MONDAL while enjoying their right, title, interest and possession in respect of the aforesaid property, comprising in R.S. Dag no- 205 under R.S. Khatian no- 113 in Mouza- Nayabad, mutated their names before the authority of "Kolkata Municipal Corporation" vide Assessee No- 31-109-08-6017-7 and premises no- 2974, Nayabad, Kolkata- 700 094.

AND WHEREAS while the said SMT CHITRA MONDAL, SHRI INDRA NATH MONDAL, SMT CHANDRIMA MONDAL, SHRI CHARLIE MONDAL, SHRI JOYDEEP MONDAL and ANANDA MONDAL i.e. VENDORS No-1 to 6 were enjoying the right, title and possession in respect of their shares in the schedule property, comprising in R.S. Dag no- 205 under R.S. Khatian no- 113 in Mouza- Nayabad, the said Vendors for the sake of their convenience to transfer the schedule property duly executed a registered Power of Attorney' on 05/04/2007 through which they duly nominated, constituted and appointed SHRI DEBNATH MANDAL, son of Late Sukumar Mondal i.e. VENDOR No- 7 which was registered in the office of D.S.R- III, Alipur and duly recorded in the Book No - IV, Deed No - 203 and for the year 2007.

No. of the last of

AND THE RESERVE AND THE PARTY OF THE PARTY O

COMMERCES-L KOLKATA

The Vendors being in financial requirement have decided to sell out and transfer the schedule property measuring more or less 3 Kattah 7 Chittaks 15 Sqft 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. 10,19,600/- (Rupees Ten Lakhs Nineteen Thousand and six hundred only) which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

AND WHEREAS the Vendors have assured and represented unto the purchaser as follows:

- 1) The Vendors are 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, claim or obligation from any body else.
- 2) The said demarcated land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendors have duly paid all rates, land revenues, Municipal Taxes 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 Vendors have not received and are 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 same of the

MOTHER REGITTED AND

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 Vendors have 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 Vendors 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, Mutation certificate of Corporation and Tax bill & Rates, and being fully satisfied in all respect whatsoever and having no other queries from the vendors, the 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. 10,19,600/- (Rupees Ten Lakhs Nineteen Thousand and six hundred only) paid by the Purchaser to the Vendors at the time of execution of these presents (the receipt of which the Vendors hereby admit and acknowledge).

The Vendors 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

THE PERSON NAMED IN

e description

A.D.

ASSURANCES I KOLKATA

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 Vendors 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 quasieasements whatsoever at law and in equity to and unto the Purchaser TO HAVE AND TO HOLD the same jointly in equal shares absolutely and forever as heritable and transferable estate in free simple in possession, free from all encumbrances charges, mortgages, acquisitions, requisitions, alignments, lispendences whatsoever but subject to payment of annual land revenue (Khajana) thereof now to the Government of West Bengal free from all encumbrances, trust, liens, charges and attachments.

# THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

- I) The right, title and interest in the land of the said premises which the Vendors do hereby profess to transfer and that the Vendors have 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 undivided 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.

STURANCES-1, I

the figure of passing the pass

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 Vendors and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

IV) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the 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 Vendors have 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 Vendors 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.

The state of the s

ASSURANCES-L KOLKATI

### SCHEDULE PROPERTY

ALL THAT piece and parcel of land containing an area more or less 3 Kattah 7 Chittaks 15 Sqft 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 the K.M.C. Premises no- 2974, Nayabad, Kolkata- 700 094, vide Assessee no- 31-109-08-6017-7, 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 : Land of Ashok Kumar Mallick and 12ft

wide common passage.

ON THE SOUTH : Land of Dag No-200.

ON THE EAST : 12ft wide common passage.

ON THE WEST : Land of Dag No-200.

## 11 July 2 19 1 10 19 11 19 11

ASSERANCES-L, KOLKATA

- 11

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:

a wya panieh pota police para

CC 20 2735 24 283 25 25 524 5. pm on ther

Telnath Handled.

SIGNATURE OF SELF i.e. Vendor No-7 & ATTORNEY HOLDER of Vendor no-1 to 6

Authorised Signatory

SIGNATURE OF PURCHASER

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

1 America

ADVOCATE

MD MAHFUZ TAKRIM



ASSURANCES I, KOLKATS

#### MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 10,19,600/- (Rupees Ten Lakhs Nineteen Thousand Six Hundred only) being the consideration in full and final payment as per memo below:

SL. NO	PARTICULAR:	ISSUED IN THE NAME	AMOUNT IN RUPEES :
1.	Banker's Cheque Vide No- 733393 dated: 27./09/2008 issued by Eist Bank Limited, Bhawanipore Branch.	CHITRA MONDAL	RS. 1,45,658/-
2.	CASH	INDRA NATH MONDAL	RS. 1,45,657/-
3.	CASH	CHANDIMA MONDAL	RS. 1,45,657/-
4.	CASH	CHARLIE MONDAL	RS. 1,45,657/-
5.	CASH	JOYDEEP MONDAL	RS. 1,45,657/-
6.	CASH	ANANDA MONDAL	RS. 1,45,657/-
7.	Banker's Cheque Vide No-733394 dated: 47./09/2008 N.A. issued by ICICH Bank Limited, Bhawanipere Branch.	DEBNATH MANDAL	RS. 1,45,657/-
		TOTAL	Rs. 10,19,600/

TOTAL RUPEES TEN LAKHS NINETEEN THOUSAND SIX HUNDRED only.

avy pomen pota police para 3/chardina Mandal

2. Amn hys क्षेत्रक्षेत्र क्षेत्रं नांग्याम CL-99

4) Charlie Mondy

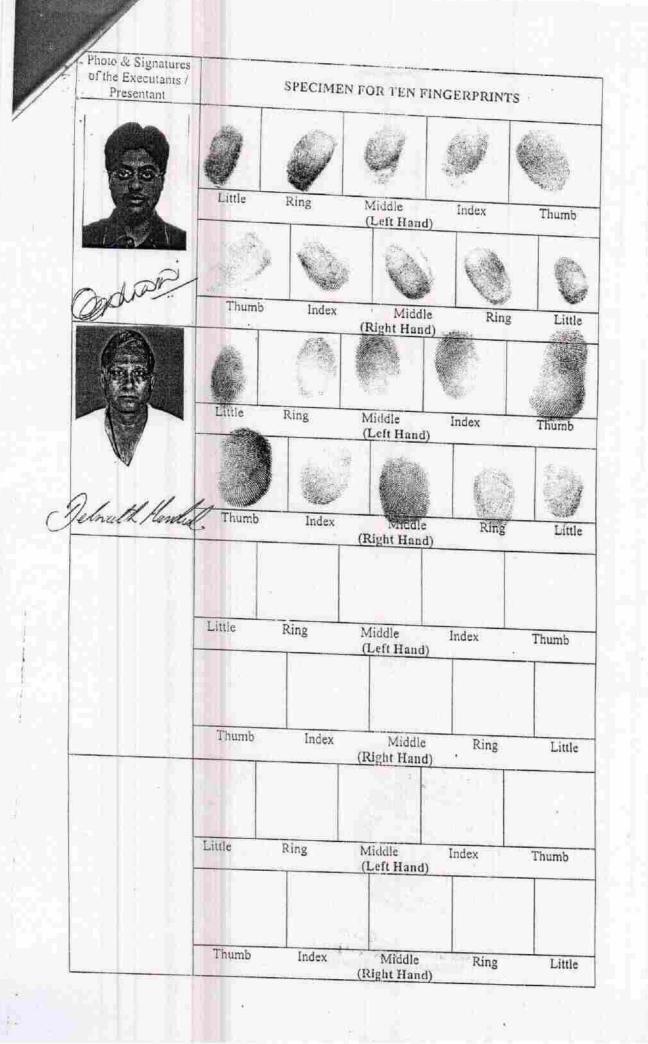
5) Joy dup Mondal.

6) Anauda Hondal

Delnalt Harold

SIGNATURE OF THE VENDORS

ASSURANCES-L KOLKATA





ASSURANCES-L-KOLKATA

SITE PLAN SHOWN THE PLOT OF LAND AT PREMISES NO.2974, 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 = (03K, 07CH, 15 SFT.)

SCALE-1"=24"

VENDORS :- DEBNATH MANDAL & 6 OTHERS.





Biogy Sonka. Sig. Of L.B.S. K.B.S. NO - 1251 (4) Petrath Honolal.

SIGNATURE OF SELE I.e. VENDOR NO. 7\$ ATTORNEY HOLDER OF VENDOR NO. 1 to 6.



ASSURANCES-1, KOLKATE



### mantatored in

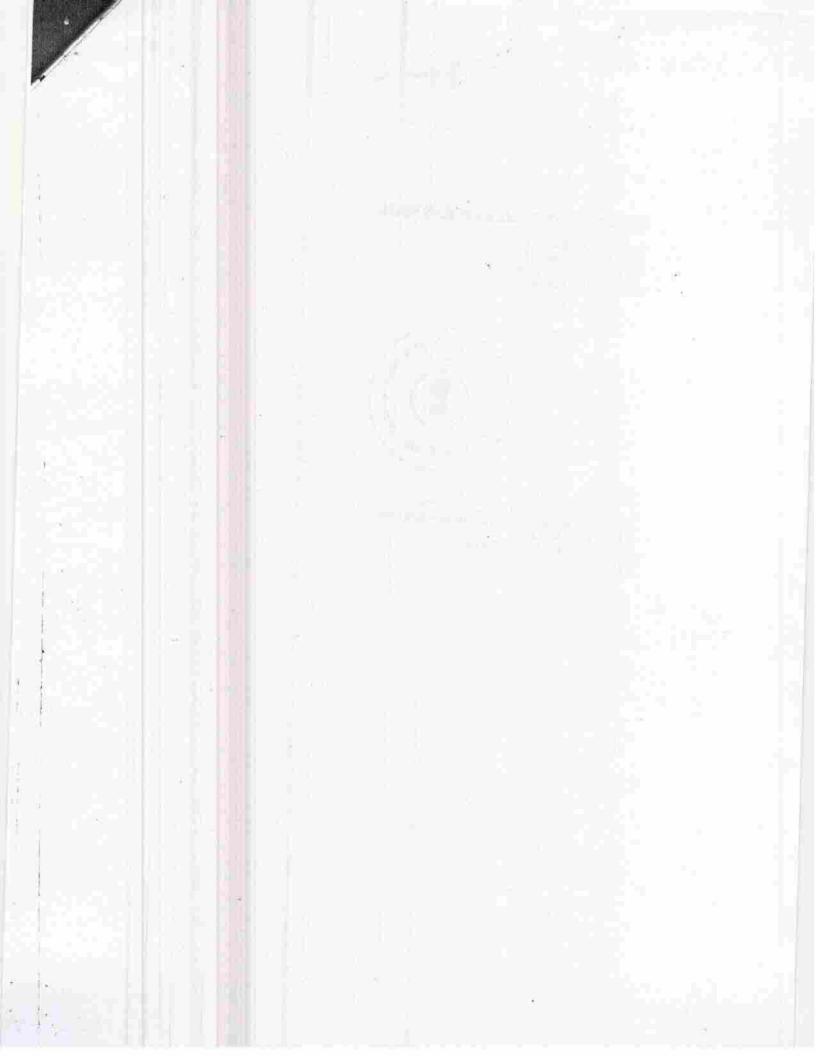
Fig. 15 consistence account to the second se











## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 81 Page from 3329 to 3345 being No 10537 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