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भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

4.46/3.70
11/20/2008
23/08/08



REGISTRAR
ASSURANCE

11,99,924

C 482369

DEED OF CONVEYANCE

(The Property Valued at Rs.11,40,328/-)

Signature
Date
Place

THIS DEED OF CONVEYANCE is made this
Thousand Eight (2008) A.D.

day of July, Two
Commercial Br.
767604
27.08
68500/-
Not bear Paid on Stamp Duty

BETWEEN

1) MRS. TRIPTI KAR, wife of Shri Timir Baran Kar, by faith-
Hindu, by occupation - House Wife, residing at M.G.Park,
Church Road, Bhagalpur, Bihar, 2) SMT. JOY SHREE
GOSWAMI, wife of Late Nani Mohan Goswami, by faith--

A 12540

1140

767604

28.7.08
3450.00

Signature

31.7.08

Hindu, by occupation -Retired Service Holder, residing at Jakshi Shaw Lane, P.S- Kotwali, Bhagalpur - 801201, Bihar, being represented by her Lawful Attorney Holder **SHRI JOY GOPAL GOSWAMI**, son of Late Nani Mohan Goswami, by faith - Hindu, by occupation - Retired, residing at Jakshi Shaw Lane, P.S- Kotwali, Bhagalpur - 801201, Bihar, appointed by virtue of a registered "General Power of Attorney" registered in the office of the D.R. Bhagalpur, on 13/06/2008 duly recorded in Book No-IV, Deed No- 369, for the year 2008, **3) SMT. LATIKA SANYAL**, wife of Late Abinash Sanyal, by faith-Hindu, by occupation - House Wife, residing at 7, Hindusthan Park, Kolkata-700 029, **4) SHRI SAMITH SARBADHIKARY**, son of Late Samarendranath Sarbadhikary, by faith-Hindu, by occupation - Service, residing at "Manjari Apartment", FlatNo- 12, 2,Rabindra Pally, Baguihati, Kolkata-700 059, **5) SHRI SIDHHARTHA SARBADHIKARY**, son of Late Samarendranath Sarbadhikary, by faith-Hindu, by occupation - Service, residing at 57, D. N. Singh Road, Kharman Chawk, P.S.- Kotwali, Dist- Bhagalpur, Bihar, **6) SMT. JAYANTI MUKHERJEE**, wife of Shri Biswanath Mukherjee, by faith-Hindu, by occupation - House Wife, residing at B/6/102, Peerless Nagar, 3, Khardaha, North 24 Pargana, Kolkata-700 114, **7) SHRI. ADITYA MUKHERJEE**, son of Shri Narayan Das Mukherjee, by faith-Hindu, by occupation - Service,

residing at H.No-5, Village- Muhim Chandra Mukherjee, P.O- Adampur, District- Bhagalpur, hereinafter jointly called and referred to as the **"VENDORS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, Legal representatives, executors, administrators and/or assigns etc.) of the **FIRST PART.**

AND

M/S. NORTECH PROPERTY PRIVATE LIMITED, a private limited Company incorporated under the provisions of the Companies Act-1956, having its registered office at 6C, Elgin Road, Kolkata: 700020, hereinafter referred to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, Legal representatives, administrators and/or assigns) of the **OTHER PART.**

WHEREAS in the records of Cadastral Settlement it was inserted that the Company namely the **'SUBURBAN AGRICULTURAL DIARY & FISHERY'** was the owner and / or the occupier of 8 Annas 17 Gandas 3 Kara 1 Kranti and in order to get its said share of property, the said Company filed a Suit for Partition and Declaration being the **T.S.No- 16 of 1941** before the Ld. Court of the 3rd Sub Judge, Alipore against other 16 Co- Owners of the said entire property.

AND WHEREAS by virtue of the said "Suit for Partition and Declaration" was disposed by the said Learned Court and the said Company i.e. the **'SUBURBAN AGRICULTURAL DIARY &**

FISHERY was entitled to get a share of 8 Annas 17 Gandas 3 Kara 1 Kranti as demanded by them and the other 16 Co-Owners of the said entire property being the Respondents therein were entitled with the rest part and out of the said 16 Respondents, Respondent No- 1 to 4 were jointly entitled to get the share of 15 Gonda 2 Kara 2 Kranti into the said property and as such the said Company and the other 16 Co- Owners became the joint owners in respect of the said property.

AND WHEREAS one **SURENDRA KRISHNA MONDAL**, the Respondent No -3 died intestate during the pendency of the said "Suit for Partition and Declaration" and his legal heirs and successors i.e. his wife namely **SMT. RENU BALA MONDAL** and two sons namely **SRI GAUR CHAND MONDAL** and **SRI NITAI CHAND MONDAL** filed the substitution petition in the said suit and were inserted as the Respondent No- 3(Ka), 3(Kha) and 3(Ga) in the said Suit.

AND WHEREAS the said **SMT. RENU BALA MONDAL, SRI GAUR CHAND MONDAL** and **SRI NITAI CHAND MONDAL** were duly entitled of the property measuring about 20 Bighas be a little more or less being the share of 3 Gandas 3 Kara 1 Kranti 2 Danti of the said property by virtue of the Decree of the said Learned Court and were peacefully enjoying the same with the other Co- Owners of the said property.

AND WHEREAS the said **SMT. RENU BALA MONDAL, SRI GAUR CHAND MONDAL** and **SRI NITAI CHAND MONDAL** while enjoying the same with other Co- Owners as the undivided property applied together with the other said Co- Owners for an amicable settlement and / or partition of the said property thereof.

AND WHEREAS the said Learned Court of 3rd Sub Judge at Alipore being satisfied with the application filed by the Parties in the said T.S. No- 16 of 1941 and according to the reports submitted by the Ld. Pleader Commissioner passed the Final Decree being the **Order No- 546 dated 14th July 1971** and as such the said property was amicably divided. As a result thereof, the said **SMT. RENU BALA MONDAL, SRI GAUR CHAND MONDAL** and **SRI NITAI CHAND MONDAL** finally became the joint owners in respect their 20 Bighas of landed property being the 3 Gandas 3 Kara 1 Kranty 2 Dandi share of the said property.

AND WHEREAS while enjoying the said property of 20 Bighas ^(400K) the said **SMT. RENU BALA MONDAL, SRI GAUR CHAND MONDAL** and **SRI NITAI CHAND MONDAL** with a view to sell out the said land divided the said 20 Bighas of landed property into different plots.

AND WHEREAS while the said one **SMT. RENU BALA MONDAL, SRI GAUR CHAND MONDAL** and **SRI NITAI CHAND MONDAL** were enjoying the right, title, interest and possession in respect of their 20 Bighas of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-121 was sold, conveyed and transferred their share measuring more or less 1 Bigha 1Kattah 3 Chittaks being **Scheme Plot No- 4** to one **SHRI HIMANSHU KUMAR PODDAR** by way of 'Deed of Conveyance' which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the S.R. Alipore on 11/09/1974 and duly recorded in Book No- 1, Volume No.- 127, Pages in written 230 to 239, Being no- 4942 and for the Year 1974.

21K 304

(2)

AND WHEREAS while the said one **SHRI HIMANSHU KUMAR PODDAR** had been enjoying the right, title, interest and possession in respect of his 1 Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-121 being **Scheme Plot No- 4** died on 17/02/1989 and leaving intestate behind his one wife namely **SMT. PRATIMA PODDAR**, two sons namely **SHRI SNEHANSHU PODDAR**, **SHRI SITANGSHU PODDAR** and one daughter namely **KUMARI SRABONI PODDAR** as his only legal heirs and successors. 2(c)

AND WHEREAS thus the **SMT. PRATIMA PODDAR**, **SHRI SNEHANSHU PODDAR**, **SHRI SITANGSHU PODDAR** and **KUMARI SRABONI PODDAR** became the joint owners, occupiers and possessors of the schedule property by way of inheritance and succession.

AND WHEREAS while the said one **SMT. PRATIMA PODDAR**, **SHRI SNEHANSHU PODDAR**, **SHRI SITANGSHU PODDAR** and **KUMARI SRABONI PODDAR** had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No- 119 & 121 was sold, conveyed and transferred their total share measuring more or less 1 Bigha 1Kattah 3 Chittaks being **Scheme Plot No- 4** to one 1) **SMT. ANITA NATH**, wife of Shri Sachal Bindu Nath, 2) **SHRI BHUPESH BARMAN**, son of Shri Jitendra Nath Barman and 3) **SMT. KAKALI BARMAN**, wife of Shri Bhupesh Barman by way of 'Deed of Conveyance' which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the S.R. Alipore on 12/05/1993 and duly recorded

in Book No-1, Volume No.- 119, Pages in written 157 to 166, Being no- 6446 and for the Year 1993.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property being **Scheme Plot No- 4** appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 prepared a further scheme plan showing a 10 ft wide common passage and divide the aforesaid land into several small plots.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of a land measuring more or less **1Kattah 12 Chittaks 24 Sqft** to one **MRS. TRIPTI KAR**, wife of Shri Timir Baran Kar by way of 'Deed of Conveyance' i.e. **Vendor No-1**, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No-1, Volume No.- 83, Pages in written 164 to 172, Being no- 2192 and for the Year 1998.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of a

4(b)
4(c)
2
land measuring more or less **3 Kattah 9 Chittaks 3 Sqft** to one **SMT. JOY SHREE GOSWAMI**, wife of Late Nani Mohan Goswami and **SMT. LATIKA SANYAL**, wife of Late Abinash Sanyal by way of 'Deed of Conveyance' i.e. **Vendor No-2 & 3**, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No- 1, Volume No.- 83, Pages in written 153 to 163, Being no- 2191 and for the Year 1998.

4(d)
3
AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of a land measuring more or less **1Kattah 12 Chittaks 43 Sqft** to one **SHRI SAMITH SARBADHIKARY**, son of Late Surendra Nath Sarbadhikary by way of 'Deed of Conveyance' i.e. **Vendor No-4**, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No- 1, Volume No.- 29, Pages in written 342 to 348, Being no- 1242 and for the Year 1996.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of a land measuring more or less **1Kattah 12 Chittaks 43 Sqft**

4(e) to one **SHRI SIDDHARTHA SARBADHIKARY**, son of Late Surendra Nath Sarbadhikary by way of 'Deed of Conveyance' i.e. **Vendor No-5**, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No- 1, Volume No.- 83, Pages in written 137 to 144, Being no- 2189 and for the Year 1998.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of a land measuring more or less **1Kattah 12 Chittaks 43 Sqft** to one **SMT. JAYANTI MUKHERJEE**, wife of Shri Biswanath Mukherjee by way of 'Deed of Conveyance' i.e. **Vendor No-6**, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No- 1, Volume No.- 83, Pages in written 145 to 152, Being no- 2190 and for the Year 1998.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of a land measuring more or less **2Kattah** to one **SHRI ADITYA MUKHERJEE**, son of Shri Narayan Das Mukherjee by way of

6 { 'Deed of Conveyance' i.e. Vendor No-7, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No- I, Volume No.- 29, Pages in written 322 to 331, Being no- 1240 and for the Year 1996.

AND WHEREAS while the said one 1) **SMT. ANITA NATH**, 2) **SHRI BHUPESH BARMAN** and 3) **SMT. KAKALI BARMAN**, had been enjoying the right, title, interest and possession in respect of their 1Bigha 1Kattah 3 Chittaks of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 was sold, conveyed and transferred a part portion of demarcated land measuring more or less 2 Kattah 8 Chittaks 11 Sqft common land used for common road to all the present vendors by way of 'Deed of Conveyance' i.e. Vendor No-1 to 7, which was delineated in the plan annexed therein in "**RED**" colour and was registered in the office of the A.D.S.R. Sealdah on 15/04/1996 and duly recorded in Book No- I, Volume No.- 29, Pages in written 311 to 321, Being no- 1239 and for the Year 1996. Common

AND WHEREAS thus the aforesaid vendors have purchased the abovementioned property measuring more or less 12 Kattah 12 Chittaks 21 Sqft from aforesaid owners on same day in different deed of conveyances and the aforesaid vendors have also purchased the abovementioned property measuring more or less 2 Kattah 8 Chittaks 11 Sqft land used for common road from aforesaid owners.

AND WHEREAS while the aforesaid vendors/owners had been enjoying the right, title, interest and possession in respect of their **12 Kattah 12 Chittaks 21 Sqft** of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 in Mouza-Nayabad, exchange their possession and ownership rights in respect of the then purchase land with adjoining purchasers of all plot owners as per the request of neighbouring owners which was done verbally or by way of an amicable mutual settlement arrived at by and between the vendors & the adjoining purchasers of all plot owners. And therefore the possession and ownership rights of the present vendors in respect of the aforesaid **12 Kattah 12 Chittaks 21 Sqft** of landed property reduced into the existing shape of land measuring more or less **7 Kattah 8 Chittaks 11 Sqft** and rest area measuring more or less **5 Kattah 4 Chittaks 10 Sqft** merged with the development work of K.M.C. road area to be used by all plot owners of Dag no-92 and as such boundary of the then landed area shifted into the existing landed area and the aforesaid vendors have been enjoying, possessing and holding the existing landed area as demarcated share with absolute rights of ownership and transfer.

AND WHEREAS while the aforesaid vendors/owners had been absolutely enjoying the easement rights of common land in respect of their **2 Kattah 8 Chittaks 11 Sqft** of landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 in Mouza-Nayabad, a high tension cable line was connected for public purpose by the State Government in this locality and as such the entire common land of the vendors in respect of the said road area has been acquired and affected. Now the said total road area i.e. **2 Kattah 8 Chittaks 11 Sqft** of landed property has been shifted below the high tension cable line and it has divided the existing land measuring more or

less **7 Kattah 8 Chittaks 11 Sqft** into two parts i.e. a plot of land measuring more or less **6 Kattah 2 Chittaks 28 Sqft** marked as **Plot-A** and a plot of land measuring more or less **1 Kattah 5 Chittaks 28 Sqft** marked as **Plot-B**.

AND WHEREAS the aforesaid vendors/owners further state that after merging with the development work of K.M.C. road area and affected by the high tension cable line, they have no other landed property appertaining to R.S. Dag No-92 under R.S. Khatian No-119 & 121 in Mouza-Nayabad except the existing land measuring more or less **7 Kattah 8 Chittaks 11 Sqft**.

AND WHEREAS the aforesaid Vendors namely **1) MRS. TRIPTI KAR**, wife of Shri Timir Baran Kar, **2) SMT. JOY SHREE GOSWAMI**, wife of Late Nani Mohan Goswami, **3) SMT. LATIKA SANYAL**, wife of Late Abinash Sanyal, **4) SHRI SAMITH SARBADHIKARY**, son of Late Samarendranath Sarbadhikary, **5) SHRI SIDHHARTHA SARBADHIKARY**, son of Late Samarendranath Sarbadhikary, **6) SMT. JAYANTI MUKHERJEE**, wife of Shri Biswanath Mukherjee, **7) SHRI. ADITYA MUKHERJEE**, son of Shri Narayan Das Mukherjee, being the present owners and still enjoying their right, title, interest and possession in respect of the schedule land measuring more or less **7 Kattah 8 Chittaks 11 Sqft** comprised in the R.S. Dag No- 92 under R. S. Khatian No. 119 & 121 in Mouza- Nayabad, Pargana - Khaspur, Police Station -presently Purba Jadavpur, J.L. no- 25, Touzi no. - 56, R.S No- 3, under Kolkata Municipal Corporation Ward no. 109, within the limit of District- 24 Pargana (South) and the said Vendors has been enjoying, possessing and holding the same as demarcated share with absolute rights of ownership and transfer.

AND WHEREAS while the said Vendors have been enjoying the right, title, interest and possession in respect of the aforesaid land measuring more or less **7 Kattah 8 Chittaks 11 Sqft** comprising in R. S. Dag No.92 under R.S. Khatian no-119 & 121 in Mouza - Nayabad **mutated their names before the B.L. & L. R.O. authority** vide reference number 998/2000 and Memo number 18/2287 /Mut /Addl. B.L. & L.R.O/T.M /2000 dated 30/08/2000, 999/2000 and Memo number 18/2288 /Mut /Addl. B.L. & L.R.O/T.M /2000 dated 30/08/2000, 868/2000 and Memo number 18/2285 /Mut /Addl. B.L. & L.R.O/T.M /2000 dated 30/08/2000, 869/2000 and Memo number 18/2286 /Mut /Addl. B.L. & L.R.O/T.M /2000 dated 30/08/2000, 1082/2000 and Memo number 18/2283 /Mut /Addl. B.L. & L.R.O/T.M /2000 dated 30/08/2000, 1081/2000 and Memo number 18/2284 /Mut /Addl. B.L. & L.R.O/T.M /2000 dated 30/08/2000.

AND FURTHER WHEREAS the present owners, being in financial requirement, have decided to sell and transfer their demarcated land i.e. measuring more or less **6 Kattah 2 Chittaks 28 Sqft** which is fully mentioned in the schedule below marked as **Plot-A** out of aforesaid land measuring more or less **7 Kattah 8 Chittaks 11 Sqft** and on negotiations with the Purchaser herein, the Vendors have agreed to sell and the Purchaser has agreed to purchase the said land fully described in the schedule hereunder written and herein after called the said land at a price of **Rs. 11,40,328/- (Rupees Eleven Lakhs Forty Thousand Three Hundred and Twenty Eight)** only which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments but subject to the obligation to pay and contribute annual land revenue, as hereinafter stated.

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

- 1) The Vendors having their 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 transfer the said demarcated land 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 not received and is not aware of any notice of acquisitions or requisition or alignments of the said land or any part thereof and no suit or proceedings relating to the said land has been initiated and /or is pending in any court of law and the said land is free from any lispendences.
- 4) The Vendors have not entered into any agreement with any third party for sale or otherwise in respect of the Schedule land or any portion thereof.
- 5) That the Schedule land is **Sali** in nature.

AND FURTHER WHEREAS relying on the said assurances and representation of the Vendors and believing the same to be correct and true, the Purchaser has agreed to complete the purchase of the Schedule land and pay the consideration money to the Vendors as per their share 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. 11,40,328/- (**Rupees Eleven Lakhs Forty Thousand Three Hundred and Twenty Eight**) paid by the Purchaser to the Vendors at the time of execution of these presents (the receipt of which the Vendors hereby admit and acknowledged). 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 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 quasi-easements 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, lispences whatsoever but subject to payment of annual land revenue (Khajna) 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:

- 1) 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 demarcated land together with the benefits and rights in the manner aforesaid including rights to easements thereof in the manner aforesaid.

II) 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 name in respect of the said land and to construct building or buildings with the prior sanction or approval of the concerned authority or authorities.

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 Vendors 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 if it is found that the said premises is hereby sold, conveyed, transferred by the Vendors and if it is not free from all encumbrances as hereinbefore declared, the Vendors shall be liable both for civil and criminal actions which will be taken by the Purchaser and the Vendor will be further bound to refund the consideration money and also compensate of any loss to be sustained by the purchaser.

VII) That the Vendors to the best of their knowledge hereby further state that the Schedule mentioned property or any part thereof was / is not effected by any provisions of West Bengal Land Reforms Act or West Bengal Land Acquisition Act or West Bengal Land Regulation Act or if any other provision or any other Act or Acts.

VIII) That if any error or omission in the recital of the "Deed of Conveyance", transpires at a later date, by the Vendors at the cost and request of the purchaser and shall do and execute or cost to be done or executed any 'Supplementary Deed' or 'Deed of Declaration' or 'Deed of Rectification' whatsoever require in favour of the Purchaser.

SCHEDULE AS ABOVE REFERRED TO
(SAID LAND)

ALL THAT PIECE AND PARCEL of **6 Kattahs 2 Chittaks 28 Sqft** land, be the same a little more or less comprised in the **R.S. Dag No- 92** under R.S. Khatian No- 119 & 121 in **Mouza-Nayabad**, Pargana-Khaspur, **Police Station -presently Purba Jadavpur** J.L. no- 25, Touzi no.- 56, R.S No- 3, under **Kolkata Municipal Corporation Ward no. 109**, within the limit of District- 24 Pargana (South) 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 :-

North --- 23 ft 3 inches wide road.

South --- Land of Dag No-61.

East --- 23 ft 3 inches wide road.

West --- Land of Dag No-92.

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

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1. *Tapan Kumar Sanyal*
10/17 N.N. Road.
Safgachi
P.S. - Bhowanipore
Kal-700028

2. *Biswanath Mukherjee*
102/102 Peerless Road
Indrapur. P.O. - Ashutosh
Kal-114

1) *Tripathi Kar*

2) *Jogopal Goswami*

3) *Ratna Sanyal*

4) *Sarnath Sarmadhiram*

5) *Siddhartha Sarmadhiram*

6) *Jayanti Mukherjee*

7) *Aditya Mukherjee*

.....
(SIGNATURE OF VENDORS)

Hortech Property Pvt. Ltd.

[Signature]

AUTHORISED SIGNATORY

.....
(SIGNATURE OF PURCHASER)

Drafted by me as per information and instruction furnished by the Parties.

[Signature]

ADVOCATE

MD MAHFOZ TAKRIM

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

Advocate, Kolkata, Former Real Estate Manager

Sr. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser, the vendors hereby receive the within mentioned sum of Rs.11,40,328/-(Rupees Eleven Lakhs Forty Thousand Three Hundred and Twenty Eight only) are being the consideration money in full and final payment as per memo below:-

| PARTICULARS : | ISSUED IN THE NAME OF : | AMOUNT IN RUPEES : |
|---|------------------------------------|---------------------------|
| Banker's Cheque vide no. 121095 dated: 02/07/2008 issued by ICICI Bank Ltd, Bhawanipore Branch. | TRIPTI KAR | Rs. 1,60,000/- |
| Banker's Cheque vide no. 121097 dated: 02/07/2008 issued by ICICI Bank Ltd, Bhawanipore Branch. | JOY SHREE GOSWAMI | Rs. 1,40,000/- |
| CASH | JOY SHREE GOSWAMI | Rs. 20,000/- |
| CASH | LATIKA SANYAL | Rs. 1,60,000/- |
| Banker's Cheque vide no. 121099 dated: 02/07/2008 issued by ICICI Bank Ltd, Bhawanipore Branch. | SAMITH SARBADHIKARY | Rs. 1,60,000/- |
| Banker's Cheque vide no. 121601 dated: 02/07/2008 issued by ICICI Bank Ltd, Bhawanipore Branch. | SIDHHARTHA SARBADHIKARY | Rs. 1,60,000/- |

Photo & Signatures
of the Executants /
Presentant

SPECIMEN FOR TEN FINGERPRINTS



[Signature]

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



TRIPTI KAR

Tripti Kar

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



Joygopal Goswami

Joygopal Goswami

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



Lalika
Sanyal

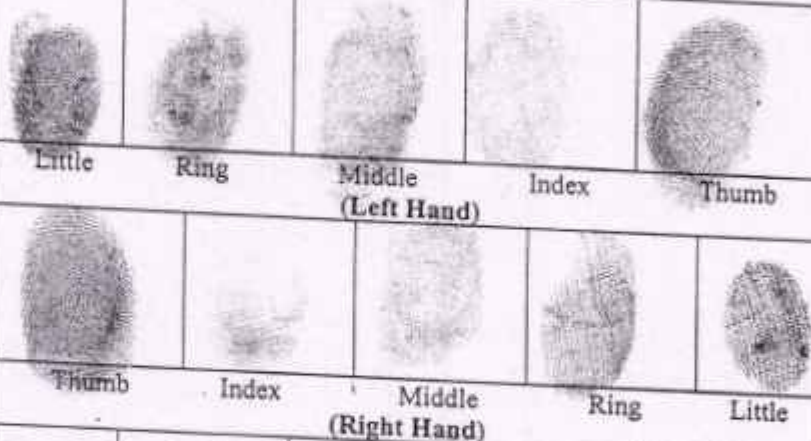
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|--------|-------|------------------------|-------|--------|
| | | | | |
| Little | Ring | Middle (Left Hand) | Index | Thumb |
| | | | | |
| Thumb | Index | Middle (Right Hand) | Ring | Little |

Photo & Signatures
of the Executants /
Presentant

SPECIMEN FOR TEN FINGERPRINTS



Jasvith Datta
dattary



Siddhartha
Sarbadhikary



Jayante
Mukherjee



Aditya
Mukherjee



SITE PLAN SHOWS THE PLOT OF LAND APPERTAINING TO R.S. DAG NO. 92.
UNDER R.S. KHATIAN NO. 119 & 121, MOUZA - NAYABAD, J.L. NO. 25,
WITH IN THE LIMIT OF K.M.C. WARD NO. 109, P.S. PURBA JADAVPUR,
KOLKATA-700 094,
SHOWN IN RED BORDER SOLD TO M/S NORTECH PROPERTY PVT. LTD.

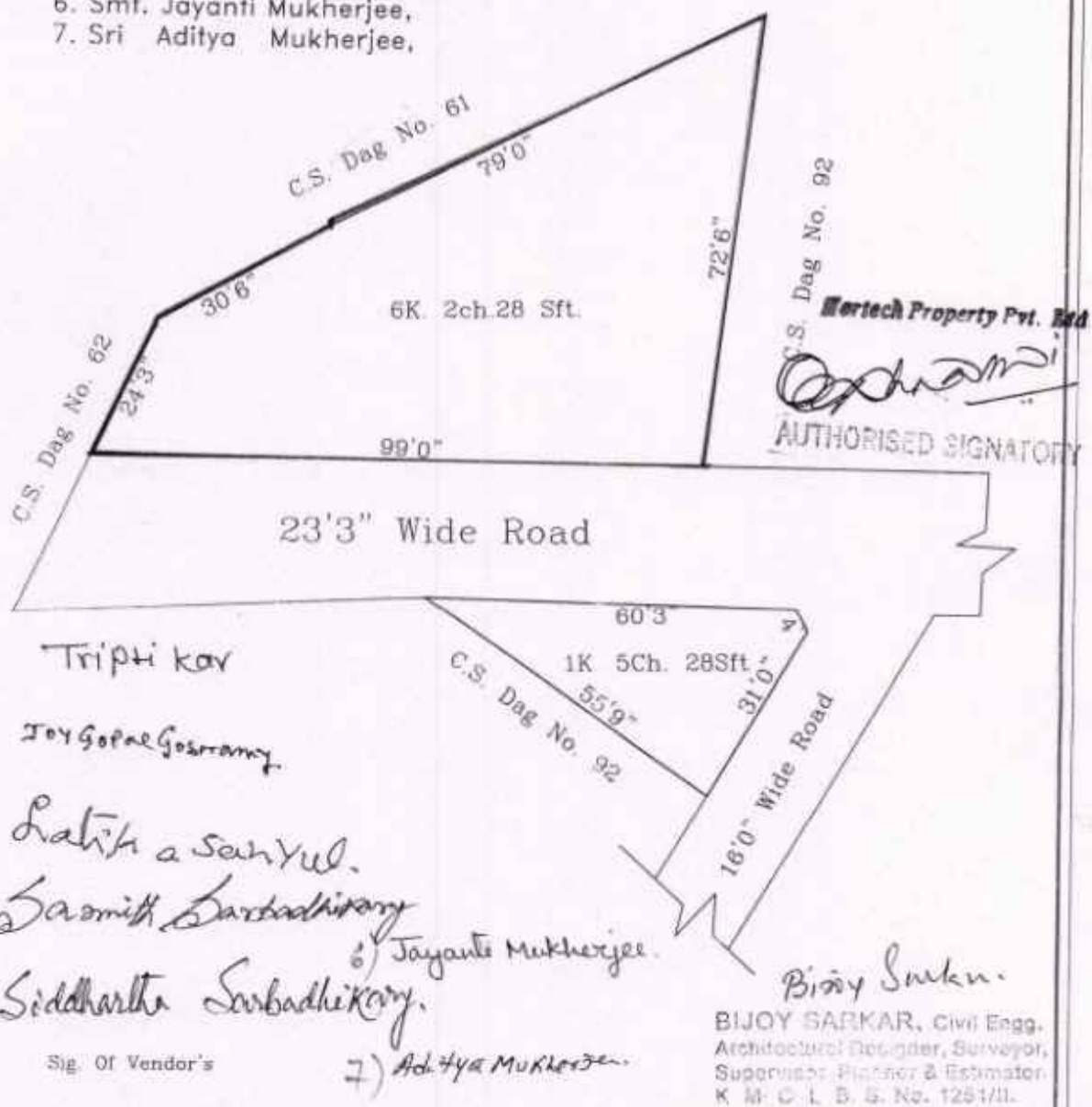


AREA OF LAND= 06K. 02CH. 28 SFT.

Scale 1"=24'

Vender's

1. Mrs. Tripti Kar,
2. Smt. Joyshree Goswami,
3. Smt. Latika Sanyal,
4. Sri Samith Sarbadhikary,
5. Sri Sidhhartha Sarbadhikary,
6. Smt. Jayanti Mukherjee,
7. Sri Aditya Mukherjee,



Sig. Of Vendor's

7) Aditya Mukherjee

BIJOY SARKAR, Civil Engg.
Architectural Designer, Surveyor,
Supervisor, Planner & Estimator.
K.M.C.L.B.S. No. 1251/II.

| | | |
|---|-------------------|-----------------|
| Banker's Cheque vide no. 121603 dated: 02/07/2008 issued by ICICI Bank Ltd, Bhawanipore Branch. | JAYANTI MUKHERJEE | Rs. 1,60,000/- |
| Banker's Cheque vide no. 121605 dated: 02/07/2008 issued by ICICI Bank Ltd, Bhawanipore Branch. | ADITYA MUKHERJEE | Rs. 1,80,328/- |
| TOTAL | | Rs. 11,40,328/- |

Total Amount= Rupees Eleven Lakhs Forty Thousand
Three Hundred and Twenty Eight only.

WITNESSES:

1. *Tapan Kumar Goswami*
10/17, N.N. Road
Satguchi
P.S. - Deem Deem
Kali - 700028

2. *Bishwanath Mukherjee*
1802/112 Peerless Nagar
Sodepur, P.O. Panitola
Kali - 114

1. *Tripti Kar*

2. *Jogopal Goswami*

3. *Latika Sanyal*

4. *Saonik Sarkadikany*

5. *Siddhartha Sarkadikany*

6. *Jayanti Mukherjee*

7. *Aditya Mukherjee*

(SIGNATURE OF THE VENDORS)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 78
Page from 4783 to 4810
being No 08105 for the year 2008.



(Dines Kumar Mukhopadhyay) 24-October-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal