

7. 06485

1

05805 (10.6.08)



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

354656 -
 10/06/08
 ADDITIONAL REGISTRAR OF ASSURANCES - KOLKATA

C 493899

Stamp duty under Rule 21, duty stamp
 for the Indian Stamp Act, 1899
 as amended by W. Bengal
 Stamp Amendment Act, 1988
 Schedule IA No. 2
 as per the Indian Stamp Act, 1899



DEED OF CONVEYANCE

(The Property Valued at Rs.2,75,000 /-)

783238
 4.6.08
 4700/-

A 2014
 F 7
 3 35
 3105
 2014
 274
 274
 2014

THIS INDENTURE is made on this the 29th day of May in the year Two Thousand and Eight (2008) of the Christian eras.

BETWEEN

SMT. MALATI SARKAR wife of Late Sachindra Nath Sarkar, by faith - Hindu, by occupation - Housewife, residing at 8, Swami Vivekananda Road, Extention, West Rajapore, P.S- Jadavpur, Kolkata- 700 032, District- 24 Parganas (South), represented by her Lawful Constituted Attorney **SHRI. BHOLANATH DHARA** son of Late Shyamapada Dhara, by

920793
 28.5.08
 16500/-

8807

faith - Hindu, by occupation-Business, present residing at Nayabad, P.S- Purba Jadavpur, Kolkata- 700 099, District- 24 Parganas (South), appointed by virtue of a registered "General Power of Attorney" registered in the office of the District Sub Registrar-I, Alipur on 24/04/2008 duly recorded in Book No-IV, Deed No-282, for the year 2008, hereinafter called and referred to as the "**VENDOR**", (which expression shall unless excluded by or repugnant to the contrary shall be deemed to mean and include his heirs, successors, executors, administrators, agents and assign etc) of the **FIRST PART**.

AND

"**M/S MADHUR ENCLAVE 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**.

WHEREAS SHRI NIBASH DHARA, SHRI RAJENDRA NATH DHARA and **SHRI PUTIRAM DHARA** were the absolute owners, occupiers and possessors in respect of Sali land measuring more or less 1.05 Acres i.e. 63 Kattahs 8 Chittaks 18 Sqft i.e. they were the 1/3rd share holder each in respect of the aforesaid property measuring about 1.05 Acres lying and situate at Mouza- Nayabad, P.S-Kasba, Touzi No-56, J.L.No-25, R.S. No-3, R.S. Khatian No- 2, R.S. Dag No- 160, within the limits of the Calcutta Municipal Corporation, Ward No-109 in the District 24 Pargana(S).

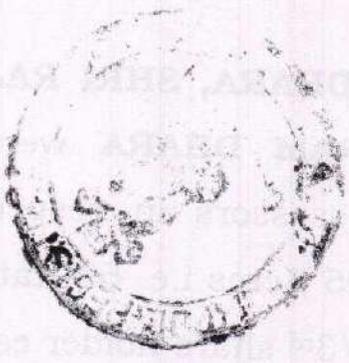
... liable by occupation-Business, present residing at
... P.S. Purba Badayan, Kolkata-700 099, District-24
... appointed by virtue of a registered General
... registered in the office of the District Sub-
... 24/04/2008 duly recorded in Book No-
... 282, for the year 2008, mentioned called and
... "VENDOR", which expression shall unless
... or relevant to the contrary shall be deemed to
... and include his heirs, successors, executors,
... agents and assign etc of the FIRST PART

AND

"THE MAINTAIN ENCLAVE PVT LTD" a company incorporated
... provisions of the Companies Act, 1956, having its
... 4th Floor, Kolkata
... called and referred to as an
... "PURCHASER", which expression shall unless excluded or
... to the context shall mean and include his
... administrator, legal representative,
... in interest, successor-in-office and assign etc of

the OTHER PART

... SHRI KIRAN ...
... SHRI PUTI ...
... and ...
... 1.05 Acres ...
... 1.05 Acres ...
... 1.05 Acres ...
... 1.05 Acres ...



[Signature]
REGISTRAR OF ASSURANCES-1, KOLKATA

WHEREAS for the purpose of more convenient and exclusive enjoyment and possession of the aforesaid total properties, they have amicably partitioned their aforesaid property as 1/3rd share each and as per the said amicable partition said **SHRI NIBASH DHARA** has got his 1/3rd share of land out of total 1.05 Acres of Sali land lying and situate at Mouza-Nayabad, P.S-Kasba, Touzi No-56, J.L.No-25, R.S. No-3, R.S. Khatian No- 2, R.S. Dag No- 160, in the District 24 Pargana(S).

WHEREAS one **SHRI NIBASH DHARA** was seized and possessed of **ALL THAT** land measuring about 1/3rd share of 1.05Acres i.e. 63 Kathas 08 Chittaks 18 Sq.ft by way of record in Revisional Settlement in respect of **SAID LAND** lying and situated in Mouza- Nayabad, Pargana - Khaspur, Police Station- Kasba now Purba Jadavpur, J.L. no- 25, Touzi no- 56, R.S. no- 3, being part of R.S. Dag no- 160, under R.S. Khatian no- 2, under K.M.C. Ward no. 109, Borough- XII, within the limit of District- 24 Pargana (South).

AND WHEREAS said **SHRI NIBASH DHARA** while enjoying the right, title, interest and possession in respect of an area of 63 Kathas 08 Chittaks and 18 Sq.ft of land, sold, conveyed and transferred a portion of the land containing an area of 2 Kathas 8 Chittaks of land to one **SMT MANGOLA MONDAL** wife of Shri Bijoy Krishna Mondal by way of a Bengali "KOBALA" which was registered in the office of D.R. Alipore on 30/01/1984 and duly recorded in Book No- I, Volume no- 35X, Pages- 198 to 204, Being no- 1136 and for the Year 1984.

AND WHEREAS after purchasing the said land, said **SMT MANGOLA MONDAL** had make a 10 ft wide common passage from the Northern side of the said land which is an area of the said common passage is 7 Chittaks 30 Square feet and since

then said Smt Mongala Mondal had been seized and possessed her remaining Sali land measuring about 2 Kattahs 15 Square feet.

AND WHEREAS the said **SMT MANGOLA MONDAL** while enjoying the right, title, interest and possession in respect of an area of 2 Kattahs 15 Sq.ft of land, sold, conveyed and transferred the said land to one **SHRI ASIM KUMAR GUPTA**, son of Shri Baidya Nath Gupta by way of a "Deed of Conveyance" (Bengali "KOBALA") which was registered in the office of A.D.S.R. Sealdah on 19/04/1996 and duly recorded in Book No- I, Volume no- 23, Pages in written- 165 to 171, Being no- 934 and for the Year 1996.

AND WHEREAS while the said **SHRI ASIM KUMAR GUPTA** had been enjoying the right, title, interest and possession in respect of the Schedule land i.e. 2Kattahs 15 Square feet comprising in R. S. Dag No. 160 under R.S. Khatian no. 2 in Mouza- Nayabad mutated his name before the B.L & L.R.O. authority vide Memo No- 18/2334/Mut/Addl.B.L & L.R.O/T.M/2000 dated 04/09/2000 and he had been paying khazana regularly.

AND WHEREAS while the said **SHRI ASIM KUMAR GUPTA** had been enjoying the right, title, interest and possession in respect of the said 2 Kattahs 15 Square feet of land, empowered the sale power to one **SHRI SOMAVO GUPTA** son of Shri Baidya Nath Gupta as his Constituted Lawful Attorney on 11/01/2001 by way of a "General Power of Attorney" which was registered in the office of D.S.R.-III at Alipore and was duly recorded in Book No- IV, Being no- 15 and for the Year 2001.

AND WHEREAS, the said **SHRI ASIM KUMAR GUPTA** while enjoying the right, title, interest and possession in respect of the said land measuring more or less 2 Kattahs 15 Square feet, sold and transferred the land to **SMT MALATI SARKAR** wife of Late Sachindra Nath Sarkar through his Constituted Lawful Attorney **SHRI SOMAVO GUPTA**, son of Shri Baidya Nath Gupta by way of a 'Deed of Conveyance' which was registered in the office of the D.S.R.- III on 06/06/2002 and which was duly recorded in Book No- I, Volume no- 108, pages- 369 to 384, Being no- 4644, for the Year 2002.

AND WHEREAS the present vendor i.e. **SMT MALATI SARKAR** has been enjoying her right, title, interest and possession in respect of the schedule property.

AND WHEREAS while the said **SMT MALATI SARKAR** had been enjoying the right, title, interest and possession in respect of the said 2 Kattahs 15 Square feet of land, empowered the sale power to one **SHRI. BHOLANATH DHARA** son of Late Shyamapada Dhara as her Constituted Lawful Attorney on 11/01/2001 by way of a "General Power of Attorney" which was registered in the office of D.S.R.-III at Alipore and was duly recorded in Book No- IV, Being no- 15 and for the Year 2001.

Being the owner of and/or well and sufficiently entitled to the said land containing an demarcated area of 2 Kattahs 15 Sq.ft lying and comprised in Mouza- Nayabad , R.S. Dag no- 160, R.S Khatian no- 2, and the said Vendor has been enjoying, possessing and holding the same with all absolute rights of ownership and transfer.

AND WHEREAS the said SHRI ASIM KUMAR GUPTA while enjoying the right title interest and possession in respect of the said land measuring more or less 2 Kathas 15 Square feet and transferred the land to SMT MALATI BARKAR wife of late Bahadur Nath Sarkar through the Constituted Attorney SMT SOMAVO GUPTA, son of Shri Somav Prasad by way of a Deed of Conveyance, which was registered in the office of the D.S.R. III on 05/06/2002 and was duly recorded in Book No-1 Volume no-108, pages-359 to 384, Barga no-4644 for the Year 2002.

AND WHEREAS the present vendor i.e. SMT MALATI BARKAR has been enjoying the right title interest and possession in respect of the schedule property.

AND WHEREAS while the said SMT MALATI BARKAR has been enjoying the right title interest and possession in respect of the said 2 Kathas 15 Square feet of land transferred the said power to one SHRI BHOLAATH DRAHA son of late Shivamanga Dhar as her Constituted Attorney on 11/04/2001 by way of a General Power of Attorney, which was registered in the office of D.S.R. III at



and was duly recorded in Book No-1 Volume no-108, pages-359 to 384, Barga no-4644 for the Year 2002. Being the owner of and the said land containing an area of 2 Kathas 15 Square feet and comprised in Mouza Navab, R.S. Dag no-100, P.S. Khairan no-2, and the said Vendor has been enjoying the same with all absolute rights.

REGISTRAR
ASSURANCES-1, KOLKATA

The Vendor being in financial requirement, has decided to sell out and transfer the entire demarcated 2 Kathas 15 Sq.ft of land more fully mentioned in the schedule below and on negotiations with the Purchaser, the Vendor has 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.2,75,000/- (Rupees Two Lakhs & Seventy Five Thousand only)** free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments .

AND WHEREAS the Vendor has assured and represented unto the purchaser as follows:

- 1) The Vendor is having permanent heritable and transferable rights in the said land and are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land and is 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 Vendor has duly paid all rates, land revenues, Municipal Taxes including all other impositions and/or outgoings payable in respect of her share of land up to the date of execution of the "Deed of Conveyance".
- 4) The Vendor has not received and is not aware of any notice of acquisitions or requisition or alignments of the 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.

The Vendor being in financial straits, has decided to sell
the said property to the purchaser for the sum of Rs. 10,000/-
and the same is fully mentioned in the schedule hereto and on
agreement with the purchaser, the Vendor has agreed to sell
and the purchaser has agreed to purchase the said land fully
mentioned in the schedule hereunder written and herein after
mentioned and the price of Rs. 10,000/- (Ten thousand
only) has been paid by the purchaser to the Vendor and
the Vendor has issued and deposited the
the purchaser as follows:
1. The Vendor is having present title and transferable
title in the said land and is absolutely seized and
unencumbered of and is otherwise well and sufficiently entitled
to the land and is entitled to deal with transfer the said
land and without any restriction, dispute, claim
claim or objection from any body else.
2. The said transferred land is free from all encumbrances,
charges, mortgages, disputes, liens, mortgages, mortgages,
mortgages and mortgages.



J
REGISTRAR OF ASSURANCES
KOLKATA

The Vendor has not received and is not aware of any claim
or objection of any nature or description of the said land or
proceedings relating to the said
land has been initiated and is pending in any court of law
and the said land is free from any encumbrances.

5) The Vendor has not entered into any agreement with any third party for sale or otherwise in respect of the Schedule 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 physically the Schedule land is **Sali** in nature.

AND WHEREAS relying on the said assurances and representation of the Vendor and believing the same to be correct and true, 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 2,75,000/- (Rupees Two Lakhs & Seventy Five Thousand only)** paid by the Purchaser to the Vendor at the time of execution of these presents (the receipt of which the Vendor hereby written admit and acknowledged). The Vendor hereby sell, convey, transfer, grant, assure and assign to and unto the Purchaser the **SAID LAND** fully described in the schedule hereunder written and hereinafter and before called the "**SCHEDULE LAND**" **TOGETHER WITH** all the legal incidents thereof **AND** also all deeds, Pattas and porchas, title deeds exclusively relating thereto **AND** also with all rights, privileges, easements, rents, issues and profits and yield thereof **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Vendor into and upon the said premises **AND** all other benefits and rights appertaining thereto **AND** various rights in all approaches, paths, passages thereto **TOGETHER WITH** all its rights, liberties, privileges, easements and quasi-easements whatsoever at law and in

The Vendor has not entered into any agreement with any
third party for sale or otherwise in respect of the Schedule
land or any portion thereof.

It is further stated that the land has not been given for encumbrance to any
person, firm or company, and no such encumbrance exists.

That physically the Schedule land is held in the name of
M/s. SRI LAKSHMI & SONS, Proprietor, and no other person.

AND WHEREAS the Vendor on the said date of sale and
conveyance of the Vendor and believing the same to be
correct and true, the Vendor has signed and caused to be
signed at the Schedule land and by the Vendor the
conveyance to the Vendor herein and have conveyed the same.

NOW THIS INSTRUMENT WITNESSETH that in pursuance of
the said agreement and in consideration of the sum of Rs.
2,18,000/- (Rupees Two Lakhs & Seventy Five Thousand
only) paid by the Purchaser to the Vendor at the time of
execution of these presents the receipt of which the Vendor
has duly written and acknowledged, the Vendor hereby

and convey, transfer, grant, assign and assure to and in favor of
the Purchaser the SAID LAND fully described in the Schedule
hereunder written and hereinafter and herein called the
SCHEDULED LANDS TOGETHER WITH all the rights therein
and also all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to

AND also all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to
AND all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to
AND all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to

AND all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to
AND all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to
AND all the rights and interests in and to the same
which the Vendor has or may have or may claim or may be entitled to

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 of annual land revenue (Khajna) thereof now to the Government of West Bengal free from all encumbrances, trust, liens, charges and attachments.

THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:

- I) The right, title and interest in the land of the said premises which the Vendor do hereby profess to transfer and that the Vendor 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 names in respect of the said land and to construct building or buildings with the prior sanction or approval of the concerned authority.

- III) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said land and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendor and