

2482 17.07.07 Sanjay Kumor Jain 9,01d Chira Bazar st, Kol-Ol. WEIGHT LAND on the same and the 100)-Treatment for Registration 19 14de 1301 ... Sept vest . O. Junior Venero Festive at 6c, Elgin Row, nest 20, ony- Amorach moti Director. Authorised Signatory. one of the Expli Aciruda Modias Freetry authorised Agnaty Promises Promoters Par-Lid. Basanti Morningles was shyamal Kr. Marmer, Karabli Lala Who polif Kamle Lala, md, Mahfur Tokrim MD MAHFUZ TAKRIM B. Sc. SPL. B.A. (Double) M.A. LL. B. C. V. R. Advocate, Surveyor Valuer Real Estate Manager Sr. Law Officer ADDITIONAL PEGISTRAR OF EDEN GROUP ASSURANCES I, KOLKATA

19/9/07

6C, Elgin Road, Kolkata-20

Karalin dala

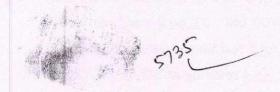
PAUL wife of Shri Dipak Paul all are by faith – Hindu, by occupation – Housewife, residing at <u>SL no.1</u> residing at 5/2/2 K. B Sarani, Mall Road, Dumdum, P.S- Gora Bazar, Kolkata- 700 080, <u>SL no.2</u> residing at 8/7, Sahid Nagar, P.S.- Kasba, Kolkata- 78, <u>SL no.3</u> residing at 246/4, R.B.C. Road, DumDum, P.S- GoraBazar, Kolkata- 28, <u>SL no.4</u> residing at 34T/5 N.K. Ghosal Road, P.S- Kasba, Kolkata- 42, District- 24 Parganas (South),hereinafter jointly 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 PURNIMA PROMOTERS 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 one HARI SADHAN PATWARI was seized and possessed of ALL THAT land measuring about .23 decimal, i.e. 13 Kathas 14 Chittaks 29 Sq.ft be the same a little more or less lying and situated in Mouza-Garfa, Touzi no.- 56, J.L. no- 19 being part of C.S. Dag no.- 1816, comprised in C.S. Khatian no.- 754, under R.S. Dag no- 2129, under R.S. Khatian no- 802, Pargana – Khaspur, Police Station- formerly Jadavpur now Kasba, within the limit of 24 Pargana hereinafter referred to as the "SAID LAND" and his name was recorded in C.S. Parcha which was free from all encumbrances.

AND WHEREAS said HARI SADHAN PATWARI while enjoying the right, title, interest and possession in respect of an area of .23 decimal i.e. 13 Kathas 14 Chittaks 29 Sq.ft, of land measuring more or less an .23 decimal sold and transferred the said land, to one MAZ BIBI by way of a Bengali "KOBALA" which was registered in the office of S.R. Alipore on 19/06/1916 and duly recorded in Book No- I, Volume no- 22, Pages- 231 to 233, Being no- 2342, and for the Year 1916.



Swati Sinha



IDENTIFIED BYME:-

Paren ?

MD MAHFUZ TAKRIM

B. Sc. SPL. B.A. (Double) M.A. LL. B. C. V. R.
Advocato, Surveyor Valoet Seal Estate Manager

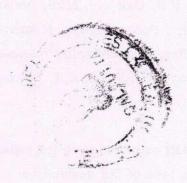
Sr. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20

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AND WHEREAS said MAZ BIBI died intestate leaving behind one son namely Yasin Sardar as her only legal heirs and successors and upon death of said Maz Bibi, her right, title and interest amongst said land measuring more or less an .23 decimal i.e. 13 Kathas 14 Chittaks 29 Sq.ft, comprised in R.S. Dag Nos. 2129 under R.S. Khatian no- 802 devolved in favour of her aforesaid legal heir i.e. Yasin Sardar.

AND WHEREAS said YASIN SARDAR while enjoying the right, title, interest and possession in respect of an area of .23 decimal i.e. 13 Kathas 14 Chittaks 29 Sq.ft of land, sold and transferred the said land, to one JOHARA KHATOON BIBI wife of Sheikh Hanif Sardar by way of a Bengali "KOBALA" which was registered in the office of S.R. Alipore on 22/02/1957 and duly recorded in Book No- I, Volume no- 25, Pages- 158 to 159, Being no- 1630, for the Year 1957.

AND WHEREAS said JOHARA KHATOON BIBI while enjoying the right, title, interest and possession in respect of an area of .23 decimal i.e. 13 Kathas 14 Chittaks 29 Sq.ft of land, sold and transferred the said land, to one NANI LAL KHAN son of Late Pabitra Chandra Khan by way of a Bengali "KOBALA" which was registered in the office of S.R. Alipore on 04/03/1958 and duly recorded in Book No- I, Volume no- 39, Pages- 139 to 144, Being no- 2024, for the Year 1958.

AND WHEREAS the said NANI LAL KHAN died intestate leaving behind his surviving sole widow SMT. PABITRI KHAN, his four sons namely, (1) SHRI. KHAUDA KHAN, (2) SHRI ARUN KUMAR KHAN, (3) SHRI CHHANU KHAN and (4) SHRI RAM PADO KHAN and one daughter namely SMT ARUNA HALDAR wife of Shri Nabin Haldar as his sole heirs, successors and legal representatives who were jointly inherited the said .23 decimal i.e. 13 Kathas 14 Chittaks 29 Sq.ft of the said land in equal shares and became jointly seized and possessed of the said land lying in Mouza-Garfa, Touzi no.- 56, R.S. no.- 2, being part of R.S. Dag no.- 2129, comprised in R.S. Khatian no.- 802, Pargana – Khaspur, within K.M.C. Ward no. 106, Borough- XII within the Kolkata Municipal Corporation, Police Station- Kasba within the limit of 24 Pargana (South).

AND WHEREAS said SMT. PABITRI KHAN, SHRI. KHAUDA KHAN, SHRI ARUN KUMAR KHAN, SHRI CHHANU KHAN, SHRI RAM PADO KHAN AND SMT ARUNA HALDAR while enjoying the right, title, interest and possession in respect of an area of .23 decimal i.e. 13 Kathas 14 Chittaks 29 Sq.ft of land, sold and transferred a portion of the said land,



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA containing an area of 09 Kathas 12 Chittak and 00 Sq.ft of land, be the same a little more or less, to one **SHRI BINOD BEHARI RAY** son of Late Banku Behari Roy by way of a Bengali "KOBALA" which was registered in the office of S.R. Alipore on 04/08/1980 and duly recorded in Book No.I, Volume no- 101, Pages- 80 to 84, Being no. 3787, for the Year 1980 and mutated his name in the records of the concerned B.L.R.O.

AND WHEREAS said SHRI BINOD BEHARI RAY while enjoying the right, title, interest and possession in respect of an area of 09 Kathas 12 Chittak and 00 Sq.ft of land, sold and transferred a portion of the entire land containing an area of 04 Kathas 12 Chittak and 00 Sq.ft of land, to one SMT CHAMPA MONDAL wife of Shri Kartick Mondal by way of a Bengali "KOBALA" which was registered in the office of S.R. Alipore on 21/02/1983 and duly recorded in Book No- I, Volume no- 25, Pages- 94 to 100, Being no- 1147, and for the year 1983 and mutated her name in the records of the concerned B.L.R.O and K.M.C authority respectively.

AND WHEREAS said SMT CHAMPA MONDAL while enjoying the right, title, interest and possession in respect of an area of 04 Kathas 12 Chittak and 00 Sq.ft of land, sold and transferred the entire land, to one 1) SMT KARABI LALA wife of Shri Pradip Kanti Lala, 2) SMT BASANTI MAZUMDER wife of Shri Shymal Kumar Mazumder 3) SMT SWATI SINHA wife of Shri Susanta Kumar Sinha 4) SMT APARNA PAUL wife of Shri Dipak Paul by way of a Bengali "KOBALA" which was registered in the office of S.R. Alipore on 21/07/2004 and duly recorded in Book No-I, Volume no - 13, Pages- 7297 to 7320, Being no - 6622, for the Year 2004.

**AND WHEREAS** the present vendors have been enjoying their right, title, interest and possession in respect of the schedule property.

Being the co-owners of and/or well and sufficiently entitled to the said land containing an demarcated area of 04 Kathas 12 Chittak and 00 Sq.ft lying and comprised in Mouza- Garfa, R.S. Dag no.- 2129, R.S Khatian no- 802, and the said Vendors have been enjoying, possessing and holding the same with all absolute rights of ownership and transfer.

The Vendors being in financial requirement, have decided to sell out and transfer the entire demarcated 04 Kathas 12 Chittak and 00 Sq.ft of land more fully mentioned in the schedule below and on negotiations with the Purchaser, the Vendors have agreed to sell and the Purchaser

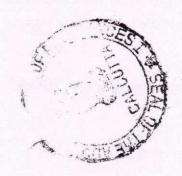
ASSUMATION SOLIZIA \* 

have 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. Rs. 14,25,000/- (Rupees Fourteen Lakhs Twenty Five Thousand only) 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 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 duly paid all rates, land revenues, Municipal Taxes including all other impositions and/or outgoings payable in respect of their share of 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 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.
- 5) 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.
- 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 Vendors and believing the same to be correct and true, the Purchaser have agreed to complete the purchase of the Schedule land and pay the consideration money to the Vendors herein and have conveyance thereof.



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs 14,25,000/-(Rupees Fourteen Lakhs Twenty Five Thousand only) paid by the Purchasers to the Vendors at the time of execution of these presents (the receipt of which the Vendors hereby written 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 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, lispendences whatsoever 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:

- 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 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.

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA 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 Vendors 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 hereby further declare 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, 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.

ADDITIONAL REGISTRAR OF ASSURANCES-L NOLKATA

## SCHEDULE PROPERTY

ALL THAT piece and parcel of Sali land containing an area more or less 04 Kathas 12 Chittak situate lying within Mouza- Garfa, J.L. no- 19, Touzi no- 56, R.S. no- 2, being part of R.S. Dag no- 2129, comprised in R.S. Khatian no- 802, Pargana – Khaspur, Police Station- Kasba commonly known as premises no . 188B, Kalikapur Road, Kolkata-700 099, within K.M.C. Ward no. 106, Borough- XII within the Kolkata Municipal Corporation, within the limit of 24 Pargana (South), and delineated in the plan annexed hereto duly bordered thereon in "RED" colour and butted and bounded as follows:-

**ON THE NORTH**: Land under part of R.S. Dag no- 2129.

ON THE SOUTH : Land under part of R.S. Dag no- 2128 & 20 ft

Wide Road.

ON THE EAST : Land under part of R.S. Dag no- 2130

**ON THE WEST**: Land under part of R.S. Dag no- 2123.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted and bounded called, known, numbered, described or distinguished TOGETHER WITH all rights of easements quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil.



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

#### SIGNED SEALED AND DELIVERED at

Kolkata in the presence of:

1. Samue Alima 1. Karabi Lala ) Dum Ban chine e A Rue car 78

2 Basauli Marunder.

2. Same Da Chul. Red. 78 3. Swati Sinha

4. Aparna Paul.

SIGNATURE OF VENDORS

PURNIMA PROMOTERS PVT. LTD.

SIGNATURE OF PURCHASER

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

MD MAHFUZ TAKRIM

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

Advocate, Survivor Vision Real Fature Manager Sr. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20

ACCITICATE OF THE ROLL

### MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs 14,25,000/- (Rupees Fourteen Lakhs Twenty Five Thousand only) being the consideration in full and final payment as per memo below:

MEMO .

	MEMO:					
SL.	PARTICULAR:	ISSUED IN THE NAME OF:	AMOUNT IN RUPEES:			
1.	Banker's Cheque vide no. 117971 dated: 19/09/2007 issued by ICICI Bank Ltd, Bhowanipore Branch	KARABI LALA	Rs. 3,56,250/-			
2.	Banker's Cheque vide no. 117973 dated: 19/09/2007 issued by ICICI Bank Ltd, Bhowanipore Branch	SWATI SINHA	Rs. 3,56,250/-			
3.	Banker's Cheque vide no. 117972 dated: 19/09/2007 issued by ICICI Bank Ltd, Bhowanipore Branch	BASANTI MAZUMDER	Rs. 3,56,250/-			
4.	Banker's Cheque vide no. 117974 dated: 19/09/2007 issued by ICICI Bank Ltd, Bhowanipore Branch	APARNA PAUL	Rs. 3,56,250/-			
		TOTAL	Rs. 14,25,000/-			

TOTAL RUPEES FOURTEEN LAKHS TWENTY FIVE THOUSAND ONLY

#### WITNESSES:

1. Karabi Lala

1. Sammie Mumie

1 pure Bartine

2. Barati Marunder.

2. Sance Key

(b) for Dor-16 3. Swati Sinha

Pandon they, Kot-25

4. Aparna Paul.

SIGNATURE OF THE VENDORS

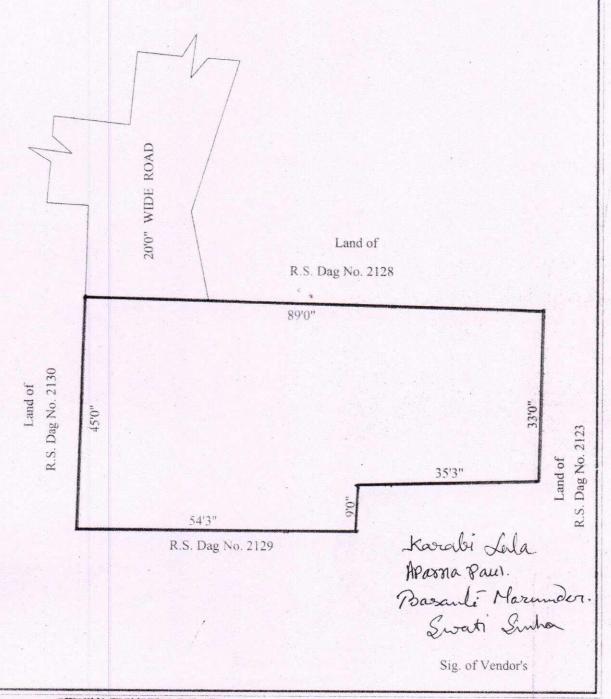


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ADDITIONAL REGISTRAR OF ASSURANCES-L KOLKATA SITE PLAN SHOWS THE LAND OF PREMISES NO- ......., KALIKAPUR ROAD, K.M.C. WARD NO-106, BOROUGH-XII, KOLKATA-700 099, SITUATED AT R.S. DAG NO-2129, R.S. KHATIAN NO-802, MOUZA-GARFA, J.L. NO-19, R.S. NO-2, TOUJI NO-10,12 & 13, P.S.- KASBA, SHOWN IN RED BORDER PROPOSED TO BE SOLD TO M/S PURNIMA PROMOTERS PVT. LTD. SCALE-1"= 16'

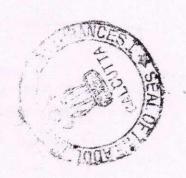


NET LAND AREA = 04K. 12 CH. 00 SFT. SHOWN AS



PERMIMA PROMOTERS PVT. LTD.,

Director, Authorise Signatory.



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

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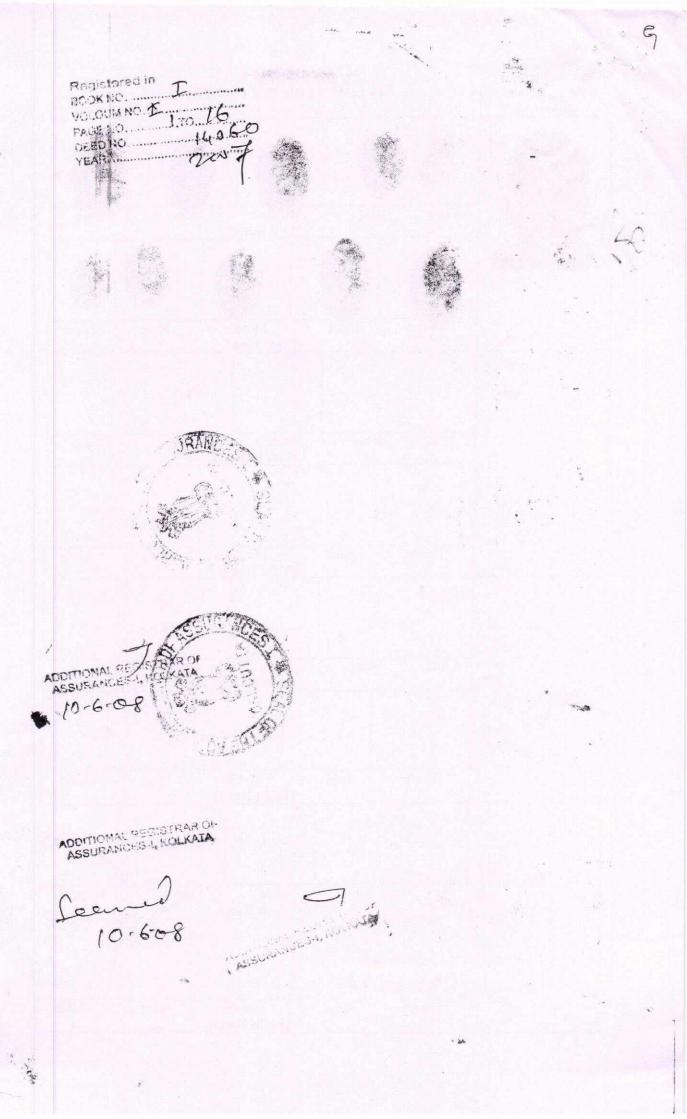


	Photo & Signatures of the Executants / Presentant	SPECIMEN FOR TEN FINGERPRINTS					
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