INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

40 From 12508

C 918302 100 12 29500 12 3 Commercial acc

DEED OF CONVEYANCE

(The Property Valued at Rs.4,87,500/-)

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

BETWEEN

SHRI JNAN PRAKASH MONDAL @ JNANENDRA NATH MONDAL, son of Late Mritunjay Mondal, by faith- Hindu, by occupation -Retired Person, residing at 48, K. K. Mazumder Road, P.S.-Purba Jadavpur, Kolkata- 700 075, 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 ONE PART.

SANJAY KUMAR JAIN
Advocate

8, Old China Bazar Street

Kolkata-700001

(KRISHNA MODI)

SUTULIA PROMOTERS PYT. LTD.

AUTHORISED SIGNATORY

River of Remining Residence of Party Con or Service Remining Residence of the Contraction of the Contraction

NCES-L KOLKAT

In one bonate Montal chair fran Brahm Montal & Identified by me

Divis live tool alle Tolly.

Rozewie Domber Politi,

Solean Prolean Feordal &

Divanenda Kalts Remail Story

A J. Remail bother

GC Elgin Rd. Lev. 20

MD MAHFUZ TAKRIM
B. Sc SPL B.A. (Double) M.A. LL. B. C. V. R.

Advocate, Surveyor Valuer Real Estate Manager
Sr Lew Officer
EDEN GROUP

6C, Elgin Road, Kolkata-20

Rælifar Taligi Elen Grip 60 Eligi Ri 1920

ASSEMPTIONS REGISTRAS C

AND

M/S PURNIMA PROMOTORS 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 JAHURA KHATOON BIBI, wife of Sk. Hanif Sardar was the owner, occupier, seized and possessed of and /or otherwise well and sufficiently entitled to ALL THAT landed property measuring more or less .23 Decimal by way of purchase in "Deed of Conveyance" from one YASIN SARDAR which was registered in the office of the S.R. Alipur on 22/02/1957 and duly recorded in Book No- I, Volume No- 25, pages in written 158 to 159, Being no- 1630 and for the Year 1957 comprising in R.S. Dag No. 2129 under R.S. Khatian No. 802, corresponded to C.S.Dag No-1816 under C.S.Khatian No-754, Pargana- Khaspur, P.S.-Kasba, Touzi No-56, J.L. No-19, R.S. No- 2 in Mouza – Garfa.

AND WHEREAS while the said JAHURA KHATOON BIBI, wife of Sk. Hanif Sardar was enjoying the right, title and possession in respect of the said .23 Decimal of land comprising in R.S. Dag no-2129 under R.S. Khatian no- 802, corresponded to C.S.Dag No-1816 under C.S.Khatian No-754 in Mouza- Garfa, sold, convey and transferred the entire demarcated land i.e. .23 Decimal to one SHRI NANILAL KHAN, son of Late Pairag Chandra Kha by way of a 'Deed of Conveyance' which was registered in the office of the S.R. Alipur on 12/03/1958 and duly recorded in Book No- I, Volume No- 39, pages in written 139 to 144, Being no- 2024 and for the Year 1958.

AGSTERNAL REGISTRAR OF AGSTERNAL REGISTRAR OF AGSTERNAL REGISTRANCE REGISTRANC

AND WHEREAS while the said SHRI NANILAL KHAN was enjoying the right, title and possession in respect of the said .23 Decimal of land comprising in R.S. Dag no- 2129 under R.S. Khatian no- 802 in Mouza- Garfa, died leaving intestate behind his one wife namely SMT. PABITRIBALA KHAN and four sons namely SHRI KHADA KHAN, SHRI ARUN KHAN, SHRI CHANU KHAN, SHRI ROY KHAN. As a result thereof, the said Smt. Pabitribala Khan, Shri Khada Khan, Shri Arun Khan, Shri Chanu Khan and Shri Roy Khan finally became the joint owners in respect of their aforesaid undivided landed property.

AND WHEREAS while the said SMT. PABITRIBALA KHAN and four sons namely SHRI KHADA KHAN, SHRI ARUN KHAN, SHRI CHANU KHAN, SHRI ROY KHAN enjoying their right, title, interest and possession in respect of their undivided share of land i.e. the more or less .23 Decimal of land, sold, convey and transferred the demarcated land measuring more or less 4 Kattah to one SHRI JNAN PRAKASH MONDAL, son of Late Mritunjay Mondal, the vendor herein by way of a 'Deed of Conveyance' which was registered in the office of S.R. Alipore on 13/06/1980 and duly recorded in Book No- I, Volume No- 85, pages in written 188 to 193, Being no- 2955 and for the Year 1980.

<u>WHEREAS</u> the said SHRI JNAN PRAKASH MONDAL, son of Late Mritunjay Mondal became the owner, occupier, seized and possessed of and / or otherwise well and sufficiently entitled to **ALL THAT** aforesaid landed property measuring more or less 4 Kattah of land by way of purchase comprising in R.S.Dag No. 2129 under R.S. Khatian No. 802 in Mouza – Garfa.

AG STRONAL REGISTRAR OF

AND WHEREAS the said SHRI JNAN PRAKASH MONDAL, son of Late Mritunjay Mondal, while enjoying his right, title, interest and possession in respect of the said more or less 4 Kattah of land comprising in R. S. Dag No. 2129 under R.S. Khatian no. 802 in Mouza – Garfa, the said SHRI JNAN PRAKASH MONDAL mutated his name in respect of the schedule property before the authority of "Kolkata Municipal Corporation" vide Assessee No- 31-106-16-0927 and Premises no- 927, Purbachal Main Road, Kolkata- 700 099.

The Vendor being in financial requirement has decided to sell out and transfer the schedule property measuring more or less 1Kattah 15 Chittaks 9 Sqft out of his total land i.e. 4Kattah comprising in R. S. Dag No. 2129 under R.S. Khatian no. 802 in Mouza – Garfa 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.4,87,500/-(Rupees Four Lakhs Eighty Seven Thousand Five Hundred only) which is 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 are entitled to deal with and transfer the said land without any restriction, dispute, denial, claim or obligation from any body else.

ASSURANCES I ROLEATA

- 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 his 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.
- 5) The Vendor has 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 Vendor 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 B.L. & L. R.O and also the Corporation Tax bill & Rates, and being fully satisfied in all respect whatsoever and having no other queries from the vendor, 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.

ASSURANCES-1, KOLKATA

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs.4,87,500/- (Rupees Four Lakhs Eighty Seven Thousand Five Hundred only) paid by the Purchaser to the Vendor at the time of execution of these presents (the receipt of which the Vendor hereby admit and acknowledge).

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 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.



ASSURANCES-1, KOLKATA

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

right for al registrar l Assurances-1, kolkata IV) The Vendor 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 Vendor has 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 Vendor 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-1, KOLKATA

SCHEDULE PROPERTY

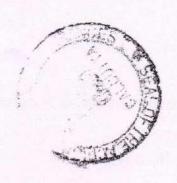
ALL THAT piece and parcel of land containing an area more or less 1 Kattah 15 Chittaks 9 Sqft situated within Mouza - Garfa, comprising in C.S. Dag No-1816 under C.S. Khatian No- 754 corresponding to R.S. Dag no - 2129 under R.S Khatian no - 802, J.L no - 19, R.S. No-2, Collectorate Touzi no-56, under K.M.C. Ward No-106, Police Station- Kasba, District- 24 Pargana (S), being the K.M.C. Premises no- 927, Purbachal Main Road, Kolkata- 700 099, vide Assessee no- 31-106-16-0927, under the jurisdiction of the Kolkata Municipal Corporation, Jadavpur Unit, Borough no- XII, together with all rights, title, interest, possession, claim, demand, profits, 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 Jyoti Dealers Pvt Ltd.

ON THE SOUTH : Land of Purchaser.

ON THE EAST : Land of Jyoti Dealers Pvt Ltd & Purchaser.

ON THE WEST : Land of R.S.Dag No-2123.



ADDITIONAL REGISTRAR OF ASSURANCES-1. KOLKATA 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:

1. xanu Lot Adlikary, SB, Anon da mayee persu. p. s- Kasba, Kay-99,

2. Kalkala- B

Inen Grand Mondel chies

SIGNATURE OF THE VENDOR

PURNIMA PROMOTERS PVT. LTO.

AUTHORISED SIGNATORY

SIGNATURE OF PURCHASER

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

ADVOCATE

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

EDEN GROUP

6C, Elgin Road, Kolkata-20



ASSURANCES-1, KOLKATA

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.4,87,500/- (Rupees Four Lakhs Eighty Seven Thousand Five Hundred only) being the consideration in full and final payment as per memo below:

MEMO:

SL.	PARTICULAR:	ISSUED IN THE NAME OF	AMOUNT IN RUPEES:	
1.	Banker's Cheque vide No- 122198 dated: 01/09/2008 issued by ICICI Bank Limited.	JNANENDRA NATH MONDAL	Rs.4,87,500/-	
		Rs.4,87,500/-		

TOTAL RUPEES FOUR LAKHS EIGHTY SEVEN THOUSAND FIVE HUNDRED only.

WITNESSES:

1. Kanne laj Adlinkary-915. Anandanieryee peril, p.s. Kosber-Rol-99,

Some as Day Jun Arakan Mondel 107/5 grover purba Chap, SIGNATURE OF THE VENDOR 2. Rot Rota - 78

Juandrosate Mondal chies

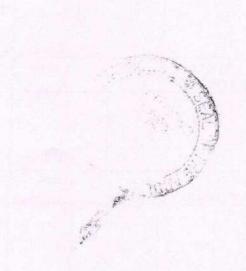
27	
15.72	stered in
rest Maria	***************************************
Page No.	************
Pring y-	
rear	(*************************************
	The same of the sa

ASSURANCES-1, KOLKATA



ADDITIONAL REGISTRAR OF ASSERBANCES-1, KOLKATA

PHARMA



ASSURANCES-1, KOLKATA

SITE PLAN SHOWS THE LAND OF PREMISES NO-927, PURBACHAL MAIN 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"= 12" SHOWN AS NET LAND AREA = 01K. 15 CH. 09 SFT. Land of R.S. Dag No. 2128 89'0 Dag-2129 PURNIMA PROMOTERS Land of R.S. Dag No. 2123 Area=4K. 12CH. 54'3" Dag-2129 35'0" 17'0" WIDE ROAD JYOTI DEALERS Area=5K. PURNIMA PROMOTEDE DUT **AUTHORISED SIGNATORY** 34'9" 55'6" Land of Dag-1917 Birog Salan In word on the Mondel alies BIJOY SASIS OFL. BISI Engg. Ina Araba Mondel Architectura Supervises Plainer & Estimator.

K M- C L B. S. No. 1251/II.

Sig. of Vendor's

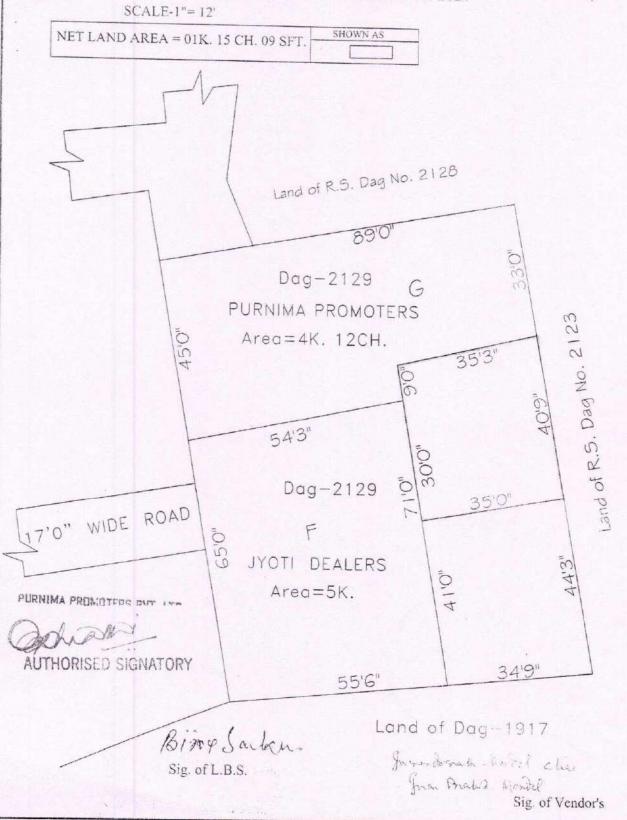


ASSEMBNICES-1, KOLKATI

Photo & Signatures of the Executants / Presentant	SPECIMEN FOR TEN FINGERPRINTS					
(S)				2079	N.	
	Little	Ring	Middle (Left Hand)	Index	Thumb	
ada and						
	Thumb	Index	Middle (Right Hand)	Ring	Little	
	Little	Ring	Middle	Index		
		and the same of th	(Laft Hand)	- Index	Thumb	
Insubset hadd						
from transh mondel	0.00	Index	Middle (Right Hand)	Ring	Little	
	Little					
	Little	Ring	Middle (Left Hand)	Index	Thumb	
	Thumb	Index	Middle (Right Hand)	Ring	Little	
	1 100					
	Little	Ring	Middle (Left Hand)	Index	Thumb	
	Thumb	Index	Middle (Right Hand)	Ring	Little	

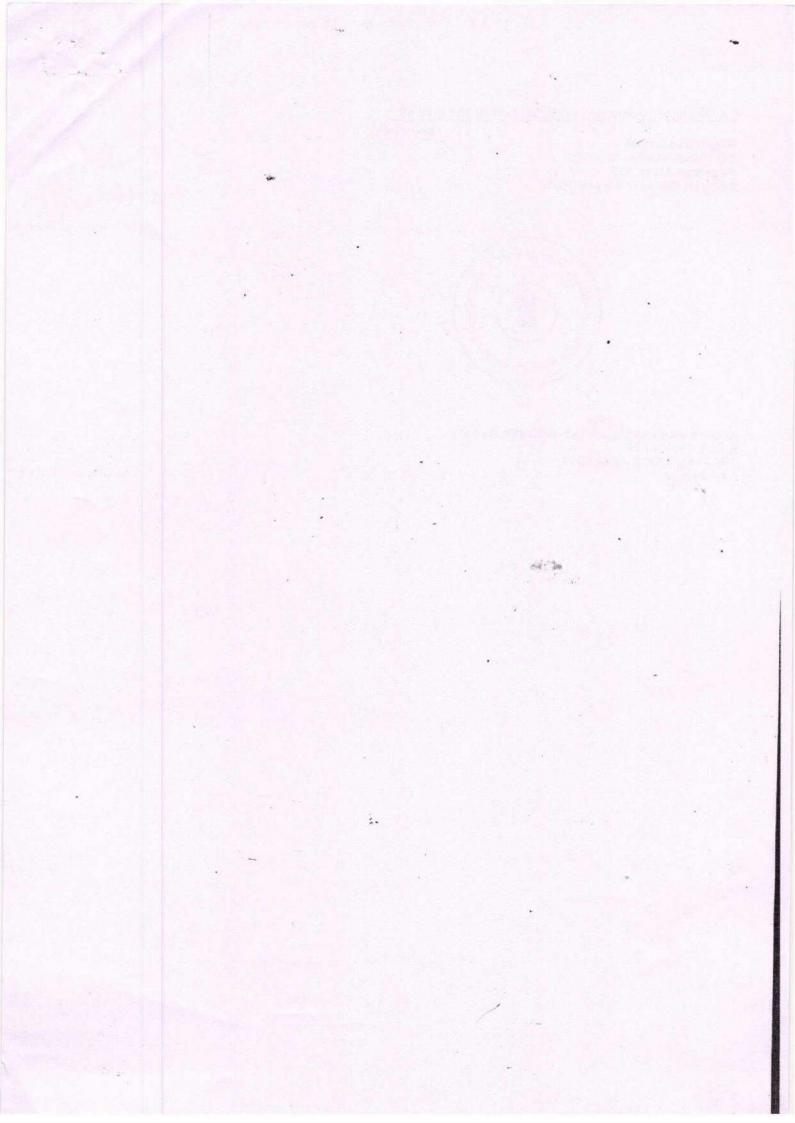
AGRICATION AT MEGISTRAN C SERRESCEP L MOLKATA SITE PLAN SHOWS THE LAND OF PREMISES NO-927, PURBACHAL MAIN ROAD, K.M.C.WARD NO-106, BOROUGH-XII, KOLKATA-700 099, SITUATED AT R.S. DAG NO-2129, R.S. KHATIAN NO-802, MOUZA- GARFA, J.L. NO-19, R.S. NO-2, TOUJI NO-10,12 & 13, P.S.- KASBA, SHOWN IN RED BORDER PROPOSED TO BE SOLD TO M/S PURNIMA PROMOTERS PVT. LTD.







ASSERANCES I, KOLKATI



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 80 Page from 811 to 826 being No 09574 for the year 2008.



(Dines Kumar Mukhopadhyay) 06-November-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 80 Page from 811 to 826 being No 09574 for the year 2008.



(Dines Kumar Mukhopadhyay) 06-November-2009 A. R. A. -I KOLKATA Office of the A.R.A.-I KOLKATA West Bengal