

39663/12

10599/12



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

VK-2984/12  
N 244434

Sealed with the Document is admitted to Registration. The signature, seal and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar  
of Assurances-1, Kolkata  
20.11.12

### DEED OF CONVEYANCE

1. Date: November 19, 2012
2. Place: Kolkata
3. Parties:
  - 3.1 SRI PARTHA MONDAL, son of Late Kanai Lal Mondal, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at 185/3, Picnic Garden Road, Police Station Kasba, Kolkata - 700 039.  
(Vendor, includes successors-in-office and/or assigns)

Contd...

250

Sl. No. 114775

Name : .....

Address : .....

Rs. 100/-

Kolkata Collectorate,  
11, Netaji Subhas Road,  
Kolkata-1

Date 17 NOV 2012

Amal K. Saha  
Licensed Stamp  
Vendor.



In Golden Residency Private limited

Rajendra M. Ghosh

6713 Director

Rajendra M. Ghosh

Partha Mondal



6714



6715

MDA Infrastructures Private Limited  
DIPAK MENDAR  
KUMAR SAHAI

Director

6716

Sumantra Das Roy

Identified by me  
Manoj Mahato,  
S/o. late. N. Mahato,  
A.K.S. Roy Road  
P.S. Hare Street  
Kolkata-700001  
Occupation Service

Authority  
OF ASSURANCES-1, Kolkata  
19 NOV 2012



AND

- 3.2 GOLDEN RESIDENCY PRIVATE LIMITED, a company incorporated under the Companies Act 1956, having its registered office at 42A, Chittaranjan Avenue, 3<sup>rd</sup> Floor, Kolkata - 700 012, [having PAN NO. AAECG5263A], duly represented by one of its Directors, Sri Rajendra Kumar Gupta, son of Late Bishwambhar Dayal Gupta, residing at 5D, Heysham Road, Kolkata - 700 020.

(Purchaser, includes successors-in-office and/or assigns)

AND

- 3.3 MDA INFRASTRUCTURE PVT LTD, a company incorporated under the Companies Act 1956, having its office at 225C, A J C Bose Road, Room No. 804, 8<sup>th</sup> Floor, Kolkata - 700017 [having PAN NO. AAFCEM0495D], duly represented by one of its Directors, SRI DHARMENDRA KUMAR JAIN, son of Sri Mul Chand Choraria, residing at 58A, Singhi Park, 48/3, Gariahat Road, Kolkata - 700 019.

- 3.4 BENGAL HOUSING INFRASTRUCTURE PVT LTD, a company incorporated under the Companies Act 1956, having its office at 1, Dilkhusa Street, Kolkata - 700017 [having PAN NO. AADCB2221J], duly represented by one of its Directors, SRI SOUMITRA DAS RAY, son of Late S M Das Ray, residing at 1, Dilkhusa Street, Kolkata - 700017.

(Collectively Confirming Parties, includes successors-in-office and/or assigns)

[Vendor, Purchaser, Confirming Parties collectively Parties and individually Party.]

**NOW THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Background, Representations, Warranties and Covenants:**

- 4.1 **Representations and Warranties Regarding Title:** The Vendor and the Confirming Parties doth represent, warrant and covenant regarding title as follows:

- 4.1.1 (1) Harish Chandra Mondal (2) Girish Chandra Mondal and (3) Uddish Chandra Mondal were joint and absolute owners of plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and

11(eleven) Sq. ft. more or less with structure standing thereon situate and lying at Mouza Kasba, J. L. No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369.

- 4.1.2 By virtue of a Deed of Partition duly registered at S R- Alipore, Book no-I, Volume No-105, Pages 22 to 78, Being No- 724, for the year 1947, Panchi Bala Mondal & others as legal heirs of Sri Uddish Ch Mondal jointly became the owners of plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. more or less with structure standing thereon situate and lying at Mouza Kasba, J. L. No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369.
- 4.1.3 By another Deed of Partition duly registered at S R- Alipore, Book no-I, volumn no-123 pages 78 to 88 , being no- 7152, for the year 1953, Smt Panchi Bala Mondal became the absolute owner of the aforesaid plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. more or less with structure standing thereon situate and lying at Mouza Kasba, J. L. No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369.
- 4.1.4 While seized and possessed of the aforesaid plot of land, said Panchi Bala Mondal died on 15/08/1994 leaving behind her a will bequeathing her entire property to Partha Mondal, the Vendor herein. Said will of Smt Panchi Bala Mondal was duly probated on 25/03/2008 in the court of the District Delegate, Alipore, vide Act 39 Case No- 310 of 2006 (P).
- 4.1.5 Thus, Partha Mondal, the Vendor herein became the absolute owner of the said plot of land measuring about 1(one) Bigha 19 (nineteen) Cottahs 3(three) Chhitaks and 11(eleven) Sq. ft. equivalent to 64 Decimal more or less with structure standing thereon situate and lying at Mouza Kasba, J.L. No. 13, Touzi No 1298/2833 and comprised in C.S. Dag No- 1693/2166 appertaining to Khatian No- 1369 left behind by said Panchi Bala Mondal, since deceased (Said Property).
- 4.1.6 Thereafter by virtue of a Deed of Conveyance dated 20.06.2011 duly registered at the office of the A.R.A.-I, Kolkata in Book No. I, CD Volume No.12, Pages from 8688 to 8709, being No. 05298 for the year 2011, the Vendor sold a clearly demarcated plot of land measuring about 4 (four)

Cottahs more or less with a structure standing thereon out of the Said Property measuring about 64 Decimals more or less (subsequently recorded in the name of the Vendor as 53 Decimals in the records of the concerned authority) comprised in C.S. /R.S. Dag No- 1693/2166, Khatian No- 136, of Mouza Kasba, J L no- 13 , Touzi No- 1298 /2833 , R S No- 233, Police Station-Kasba, District-24 Parganas (South) within Ward No- 67 of the Kolkata Municipal Corporation (KMC).

4.1.7 Thereafter the Vendor entered into an Agreement for Sale (Said Agreement) with the Confirming Parties herein in respect of sale of a plot of land out of the Said Property on the terms and conditions mentioned therein. However, it would be pertinent to mention here that the Vendor and the Confirming Parties have already sold, conveyed and confirmed a part or portion of the Said Property to the Purchaser herein.

4.1.8 However, because of some legal and valid reasons the Vendor has now become desirous to sell a portion of the Said Property to the Purchaser and the Confirming Parties to confirm the said sale by the Vendor for the consideration stated hereinafter and both the Vendor and the Confirming Parties have also agreed to execute necessary Deed of Conveyance in favour of the Purchaser in respect of the Subject Property (as defined below) and the Purchaser also agreed to purchase the Subject Property on the consideration stated below.

4.1.9 The Vendor is now well seized and possessed of and otherwise well and sufficiently entitled to All That piece and parcel of land measuring about 1 Cottah 3 Chhittacks 13 Sq. Ft. more or less as per present physical measurement and availability together with the structure (R.T.S.) standing thereon out of the Said Property comprised in C.S. & R.S. Dag No- 1693/2166, under Khatian No- 1369 of Mouza Kasba, J.L. No- 13 , Touzi No- 1298 /2833 , R S No- 233, Police Station-Kasba, District-24 Parganas (South), presently within the limits of the Kolkata Municipal Corporation, Ward No. 67, described in the Schedule hereunder written and delineated on the plan annexed hereto and thereon shown by Red border (Subject Property). The Subject Property is known and numbered as and being the part of the Municipal Premises No. 259, Picnic Garden Road (having Assessee No. 21-067-18-1222-0).

4.2 **Representations, Warranties & Covenants Regarding Encumbrances:** The Vendor and the Confirming Parties doth

represent, warrant and covenant regarding encumbrances as follows.

- 4.2.1 Absolute Ownership:** The Vendor is the sole and absolute owner of the Subject Property.
- 4.2.2 Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to sell the Subject Property to the Purchaser.
- 4.2.3 No Acquisition/ Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Subject Property and declares that the Subject Property is not affected by any scheme of the Local Authority or any Government or Statutory Body.
- 4.2.4 Free from Encumbrances:** The Subject Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, requisitions, acquisitions, Income Tax Attachment, Financial Institution Charges and liabilities whatsoever or howsoever made or suffered by the Vendor and/or the Confirming Parties or any person claiming through the them and the title of the Vendor to the Subject Property is free, clear and marketable.
- 4.2.5 No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 4.2.6 No Prejudicial Act by the Vendor:** The Vendor and/or the Confirming parties have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title.
- 4.2.7 No Guarantee:** The Subject Property is not affected by or subject to any guarantee for securing any financial accommodation.

**4.2.8 No Bar by Court Order or any other Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling and/or alienating the Subject Property or any part thereof.

**4.2.9 Permission & Clearances:** The Vendor has obtained all statutory and other clearances, consents and permissions required, if any, to transfer the Subject Property to the Purchaser.

**5. Basic Understanding:**

**5.1 Agreement:** The Vendor has agreed to sell the Subject Property, described in the Schedule below and demarcated in the plan or map attached hereto (Deed Plan) and bordered with the colour Red, the Confirming Parties have agreed to confirm the sale in favour of the Purchaser and the Purchaser, based on the representations, warranties and covenants of the Vendor and the Confirming Parties has agreed to purchase the Subject Property for the consideration stated below.

**5.2 Conveyance to the Purchaser:** In pursuance of the aforesaid Agreement, the Purchaser has paid the entire consideration of Rs.23,00,000/- (Rupees Twenty Three Lacs) only as aforesaid at or before the execution of these presents and the Vendor and the Confirming Parties are completing the sale of the Subject Property in favour of the Purchaser, by these presents.

**6. Transfer:**

**6.1 Hereby Made:** The Vendor doth hereby sell, convey, grant and transfer to and unto the Purchaser, absolutely and forever free from all encumbrances of any and every nature whatsoever the Subject Property, described in the Schedule below and demarcated in colour Red on the Deed Plan attached hereto, being:

**6.1.1 ALL THAT** piece and parcel of a Plot of land measuring about 1 (one) Cottah 3 (three) Chhittacks 13 (thirteen) Sq. Ft. be the same a little more or less, out of the Said Property measuring about 04 Decimals more or less comprised in C.S. /R.S. Dag No- 1693/2166, Khatian No- 136, of Mouza Kasba, J L no- 13, Touzi No- 1298 /2633, R S No- 233, Police Station-

Kasba, District-24 Parganas (South) within Ward No- 67 of the KMC and being a portion of the Municipal Premises No. 259, Picnic Garden Road, Kolkata - 700039.

- 6.1.2 Together with the R.T.S. having an area of 280 Sq. Ft. more or less standing thereon.
- 6.1.3 Together with all rights, amenities and facilities appurtenant thereto including but not limited to easements and customary rights.
- 6.2 Hereby Confirmed: The Confirming Parties do hereby confirm the sale and the transfer of the Subject Property in favour of the Purchaser.
- 6.3 Consideration: The aforesaid transfer of the Subject Property, described in the Schedule below, is being made in consideration of a consolidated sum of Rs.23,00,000/- (Rupees Twenty Three Lacs) only paid at or before hereof by the Purchaser to the Vendor and the Confirming Parties, who do hereby and by the Receipt and Memo below, admit and acknowledge the same.

**7. Terms of Transfer:**

7.1 Salient Terms: The transfer of the Subject Property being effected by this Conveyance is:

7.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

7.1.2 Absolute: absolute, irreversible and forever.

7.1.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, reversionary rights, residuary rights, claims and statutory prohibition.

7.1.4 Other Rights: together with all other rights appurtenant to the Subject Property.

7.2 Subject to:

7.2.1 Indemnification by Vendor & Confirming Parties: Indemnification by the Vendor about the correctness of his title to the Subject Property. The Vendor and the Confirming Parties agree to keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of from and against any losses, damages, costs, charges and



expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of any defect in the Vendor's title to the Subject Property. This Conveyance is being accepted by the Purchaser on such express indemnification.

**8. Miscellaneous:**

- 8.1 Delivery of Possession:** Simultaneously with the execution hereof, the peaceful vacant possession of the Subject Property has been handed over by the Vendor to the Purchaser, which the Purchaser doth admit, acknowledge and accept.
- 8.2 Outgoings:** All Municipal and other taxes, penalties, surcharge, outgoings, liabilities and levies on or relating to the Subject Property till the date of execution hereof, whether as yet due or not, shall be borne, paid and discharged by the Vendor.
- 8.3 Holding Possession:** The Vendor doth hereby covenant that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Premises and every part thereof and the said Building Plan and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor and/or the Confirming Parties or any persons lawfully or equitably claiming any right or estate therein from under or in trust from them.
- 8.4 Further Acts:** The Vendor and the Confirming Parties doth hereby covenant that the Vendor and the Confirming Parties or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Subject Property.

**9. Interpretation:**

- 9.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 9.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 9.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

**Schedule above referred to  
(Subject Property)**

ALL THAT piece or parcel of a Plot of land measuring about 1 (one) Cottah 3 (three) Chhittacks 13 (thirteen) Sq. Ft. more or less, together with a R.T.S. measuring an area of 280 Sq. Ft. more or less standing thereon, situate and lying at Mouza Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 1298/2833, comprised in C.S. & R.S. Dag No. 1693/2166 appertaining to Khatian No. 1369, Police Station at present Kasba, District South 24 Parganas, within the local limits of the Kolkata Municipal Corporation, Ward No. 67 and being a portion of the Municipal Premises No. 259, Picnic Garden Road, Kolkata - 700039 (having Assessee No. 21-067-18-1222-0) and together with all amenities and facilities appurtenant to the said land and building and together also with easements and all other rights attached thereto and the same is butted and bounded in the following manner:

- On the North : By R.S. Dag no. 1693/2166 (P)
- On the South : By R.S. Dag no. 1693/2166
- On the East : By 12' wide common passage & R.S. Dag no. 1693/2166 (P)
- On the West : By R.S. Dag no. 1693/2166

*And demarcated in colour Red on the Deed Plan attached hereto, which shall be treated as a part and parcel of this Deed.*

10. Execution and Delivery:

10.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

Partha Mondal

[VENDOR]

*for Golden Residency Private Limited  
Rajendra v. Bose  
Director*

~~Partha Mondal~~

[PURCHASER]

MDA Infrastructures Private Limited

Bengal Housing Infrastructure Pvt. Ltd.

*Dikson*

Director

*Soumitra Das*

Directors

[CONFIRMING PARTIES]

Witnesses:

Signature: \_\_\_\_\_  
Name: Sri Shyamal Mondal  
Father's Name: Mohan Lal Mondal  
Address: 46/1, R.K. Ghoshal Road,  
Kolkata - 700042

Signature: *Sudipta Ghosh*  
Name: Sri Sudipta Ghosh  
Father's Name: Late Sushil Kr. Ghosh  
Address: 95/35 Bose Pukur Road,  
Kolkata - 700042

Signature: *Subhabrata Ghosh*  
Name: Sri Subhabrata Ghosh  
Father's Name: Tushar Kanti Ghosh  
Address: 14, Johura Bazar Lane,  
Kolkata - 700042

Signature: \_\_\_\_\_  
Name: Lalit Kumar Mondal  
Father's Name: Late A C Mondal  
Address: 185/B, Picnic Garden Road,  
Kolkata - 700039

Prepared in my office:

*Rajendra Bhattacharyya*

(RAJENDRA BHATTACHARYYA)  
Advocate  
High Court, Calcutta

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs.23,00,000/- (Rupees Twenty Three Lacs) only as per the memo below:

<u>Sl. No.</u>	<u>Mode of Payment</u>	<u>Amount (Rs.)</u>
1.	CASH	18,00,000.00
2.	DD No. 024615 dated 17/11/2012 drawn on Bank of India, Mission Row Branch, Kolkata	5,00,000.00
		----- 23,00,000.00 =====

(Rupees Twenty Three Lacs) only

Partha Mondal

MDA Infrastructures Private Limited

[Signature]

Director

[VENDOR]

Bengal Housing Infrastructure Pvt. Ltd.

[Signature]

Directors

[CONFIRMING PARTIES]

Bengal Housing Infrastructure Pvt. Ltd.

**WITNESSES:**

Signature: \_\_\_\_\_

Name: Sri Shyamal Mondal

Signature: [Signature]

Name: Sri Sudipta Ghosh

Signature: [Signature]

Name: Sri Subhabrata Ghosh

Directors

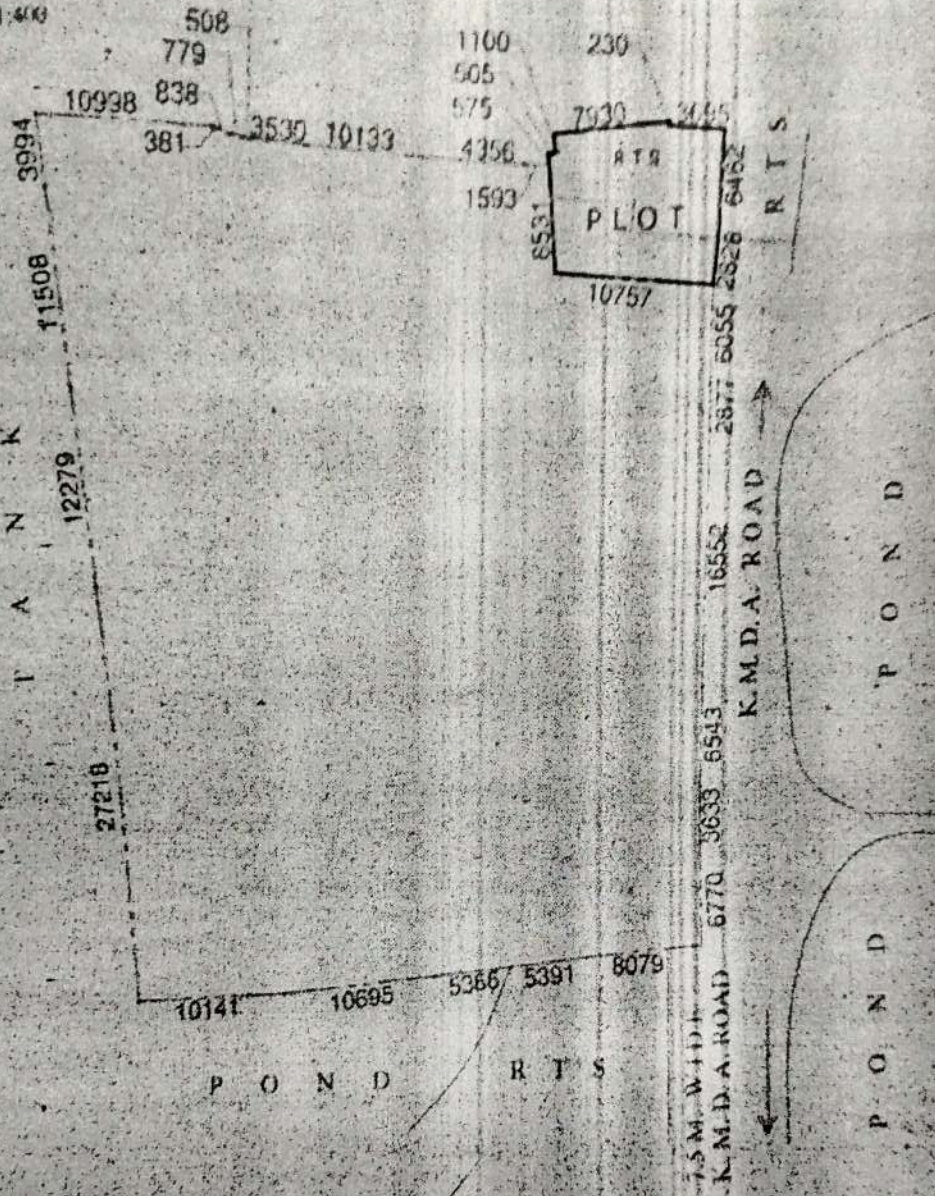
Signature: \_\_\_\_\_

Name: Lalit Kumar Mondal

PLAN SHOWING AT C.S. DAG NO. 1601, THE KHATHI NO. 1369, MOUZA KANIK  
 MOUZINO-1298/2813, R.S. NO. 274  
 STATION - THAJALA, KOLKATA - 700 019, WARD NO. 67, BOROUGH VII  
 OF LAND - 10 K. 6 CH. 11 SQ. FT.

SCALE - 1:400

ASBESTOS SHED




*Partha Mondal*

SIGNATURE OF VENDOR(S)

*Golden Residency Private Limited*  
*Rajendra Kumar*

SIGNATURE OF PURCHASER(S)

  
**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 10599 of 2012**  
**(Serial No. 09663 of 2012)**

**On**  
**Payment of Fees:**  
**On 19/11/2012**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 19.20 hrs on :19/11/2012, at the Private residence by Rajendra Kumar Gupta ,Claimant.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 19/11/2012 by

1. Partha Mondal, son of Lt. Kanai Lal Mondal , 185/3, Picnic Garden Road, Kolkata, Thana:-Kasba, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : Business
2. Dharmendra Kumar Jain  
Director, M D A Infrastructure Pvt. Ltd., 225 C, A. J. C. Bose Road, Kolkata, Thana:-Beniapukur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017.  
. By Profession : Business
3. Soumitra Das Ray  
Director, Bengal Housing Infrastructure Pvt. Ltd., 1, Dil Khusa Street, Kolkata, Thana:-Beniapukur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017.  
. By Profession : Business
4. Rajendra Kumar Gupta  
Director, Golden Residency Pvt. Ltd., 42 A, Chittaranjan Avenue, Kolkata, Thana:-Bowbazar, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700012.  
. By Profession : Business  
Identified By Manoj Mahato, son of Lt. N. Mahato, 9, Kiron Sankar Roy Road(Hastings Street), Kolkata, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

( Ashim Kumar Ghosh )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

**On 20/11/2012**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899.

**Payment of Fees:**



**ADDITIONAL REGISTRAR**  
**OF ASSURANCES-I, KOLKATA**  
**20 NOV 2012**  
**( Ashim Kumar Ghosh )**

**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**

20/11/2012 16:01:00

EndorsementPage 1 of 2

SPECIMEN FORM FOR TEN FINGERPRINTS



*Borlha Mondal*

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



*Prising U. Surtte*

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



*Ajmer*

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



*Sonali Dasgupta*

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

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ADDITIONAL REGISTRAR  
OF ASSURANCES I, KOLKATA  
19 NOV 2012

