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Rs.10

INDIA NON JUDICIAL

V/c No- 2555/10

पश्चिम बंगाल WEST BENGAL

43AA 415013

Q. No. 018062/2010  
M.R. No. 80,00,000/-  
(Sale after unpaid note ag.)

Certified that the Document is admitted to  
Registration. The Signature Sheet and the  
endorsement Sheet attached to this document  
are the part of this Document.

Additional Registrar  
of Assurances-1, Kolkata

26.10.10

## CONVEYANCE

1. Date: 25<sup>th</sup> October 2010

2. Place: Kolkata

3. Parties:

3.1 **Megaminds Communications Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 7, Jubilee Park, Kolkata-700033, Police Station Jadavpur, represented by its director Goutam Banerjee,

Goutam Banerjee

25/10/2010  
25/10/2010



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No.....Date.....

Sold to SAHA & RAY

Address.....Advocates  
34th, 3rd Floor, Hastings Chambers  
70, Keshavnagar Road  
Kolkata - 700016

L. S. VENDOR  
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REVENUE COMMISARERS P.R. CO.

Gautam Bery

Director

Additional Director of  
Assurance  
25 OCT 2010



Swapan Kar  
s/o R.N. Kar  
7C K.S. Roy Road  
Kolkata - 700016  
Source

gobind



son of Haridas Banerjee, of 7, Jubilee Park, Kolkata-700033, Police Station Jadavpur  
(**PAN AADCM2987N**)  
(**Vendor**, includes successors-in-interest)

**And**

- 3.2 **Manoj Lunia**, son of Bhate Chand Lunia, residing at Flat No. 91, Rajshree, 6, Hastings Park Road, Kolkata-700027, Police Station Alipore (**PAN ABAPL2433M**)  
(**Purchaser**, includes successors-in-interest).

Vendor and Purchaser collectively **Parties** and individually **Party**.

#### **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Conveyance**

- 4.1 **Said Premises:** Land measuring 5 (five) *cottah* and 27 (twenty seven) square feet, more or less, along with a 50 years old cemented flooring 2 (two) storied building measuring approximately 2,961 (two thousand nine hundred and sixty one) square feet, situated, lying at and being Municipal Premises No. 7, Jubilee Park, Kolkata-700033, Holding No.155, Russa Road East, Ward No.94 of the Kolkata Municipal Corporation (**KMC**), comprised in C.S. *Dag* No.1110, recorded in *Khatian* No. 866, *Mouza* Chandpur, Police Station Jadavpur, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and morefully described in the **Schedule** below (**Said Premises**).

#### **5. Background, Representations, Warranties and Covenants**

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 **Sale to Asghar Jan Khan & Ors.:** By a Deed of Conveyance dated 4<sup>th</sup> March, 1937, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 793 for the year 1937, Priyalal Trivedi sold, conveyed and transferred the Said Premises to Asghar Jan Khan & Ors.. Thus Asghar Jan Khan & Ors. became the joint and undisputed owners of Said Premises, free from all encumbrances whatsoever.
- 5.1.2 **Sale to Pratima Dutta:** By a Deed of Conveyance dated 2<sup>nd</sup> January, 1957, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 1449 for the year 1957, Asghar Jan Khan & Ors. jointly sold, conveyed and transferred Said Premises, to Pratima Dutta. Thus Pratima Dutta became the sole and undisputed owner of the Said Premises, free from all encumbrances whatsoever.
- 5.1.3 **Construction of Building:** The 2 (two) storied building standing on the land comprised in the Said Premises and comprising of (1) 7 (seven) bed rooms, (2) 1 (one) kitchen, (3) 4 (four) bath-cum-privies and (4) 2 (two) balconies, collectively measuring approximately 2,961 (two thousand nine hundred and sixty one) square feet, was constructed as per Building Plan No.582/T dated 28<sup>th</sup> March, 1960 sanctioned by the KMC.
- 5.1.4 **Demise of Pratima Dutta:** Pratima Dutta, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 5<sup>th</sup> December, 1984, leaving behind her

*Gautam Bandyopadhyay*

*W. H. S.*



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surviving her husband Saroj Ranjan Dutta as her only legal heir, who inherited the right, title and interest of Late Pratima Dutta in the Said Premises.

- 5.1.5 **Demise of Saroj Ranjan Dutta:** Saroj Ranjan Dutta, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 9<sup>th</sup> February, 1994, leaving behind him surviving his brother Sukumar Dutta as his only legal heir, who inherited the right, title and interest of Late Saroj Ranjan Dutta in the Said Premises.
- 5.1.6 **Sale to Vendor:** By a Deed of Conveyance dated 19<sup>th</sup> September, 2005, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1, Pages 1 to 16, being Deed No.11757 for the year 2005, Sukumar Dutta sold, conveyed and transferred the Said Premises to the Vendor.
- 5.1.7 **Mutation in Favour of Vendor:** The Vendor got its name mutated in the records of the KMC as the owner of the Said Premises vide Assessee No. 21-094-06-0016-9.
- 5.1.8 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute and undisputed owner of the Said Premises.
- 5.1.9 **True and Correct Representations:** The Vendor is the absolute and undisputed owner of the Said Premises, such ownership having been acquired in the manner stated in Clause 5.1.1 to 5.1.8 above, the contents of which are all true and correct.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any scheme of or of acquisition, requisition or vesting of the Said Premises or for any restriction on the nature of use, extent and height of construction of new buildings on the Said Premises and declares that the Said Premises is not affected by any such aforesaid scheme or order or such restrictive order of any Authority or Statutory Body or Government Department.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Premises or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.1 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Premises to the Purchaser.
- 5.2.4 **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharge, impositions, dues of CESC Ltd., outgoings or levies of any nature whatsoever in respect of the Said Premises is due to the Government or any other authority or authorities and no demand, recovery proceedings or Certificate Case is pending for realization of any dues from the Vendor.

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- 5.2.5 **No Right of Pre-emption:** No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Premises or any part thereof.
- 5.2.6 **No Mortgage:** No mortgage or charge has been created by the Vendor in respect of the Said Premises or any part thereof.
- 5.2.7 **Free From All Encumbrances:** The Said Premises is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, restrictions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Premises is free, clear and marketable.
- 5.2.8 **No Personal Guarantee:** The Said Premises is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.9 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Premises or any part thereof.

## 6. Basic Understanding

- 6.1 **Sale of Said Premises:** The basic understanding between the Parties is that the Vendor will sell the Said Premises to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses above (collectively **Representations**).
- 6.2 **Agreement For Sale:** In pursuance to the Representation, the Parties have entered into an Agreement For Sale dated 29<sup>th</sup> June, 2010, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 16, being Deed No. 06302, for the year 2010 with regard to sell of the Said Premises.

## 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of its right, title and interest of whatsoever or howsoever nature in the Said Premises described in the **Schedule** below, being land measuring 5 (five) *cottah* and 27 (twenty seven) square feet, more or less, along with a 50 years old cemented flooring 2 (two) storied building measuring approximately 2,961 (two thousand nine hundred and sixty one) square feet, situate, lying at and being Municipal Premises No. 7, Jubilee Park, Kolkata-700033, Holding No.155, Russa Road East, Ward No.94 of the KMC, comprised in C.S. *Dag* No.1110, recorded in *Khatian* No. 866, *Mouza* Chandpur, Police Station Jadavpur, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor in the Said Premises, free from all encumbrances.

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- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.80,00,000/- (Rupees eighty lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

## 8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

- 8.1.2 **Absolute:** absolute, irreversible and perpetual.

- 8.1.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debentures*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, restrictions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Premises and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Premises.

- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

- 8.2.1 **Indemnification:** confirmation and undertaking by the Vendor that the Vendor hereby indemnifies and shall, at all times hereafter, keep indemnified the Purchaser and the Purchaser's assigns and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be incurred by the Purchaser and the Purchaser's assigns and/or Purchaser's successors-in-interest by reason of any charge or encumbrance claimed by any third party over and in respect of the Said Premises.

- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Premises has been handed over by the Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.

- 8.4 **Outgoings:** All revenue, cess, municipal taxes (whether for current period or arrears or accruing on account of pending general revaluations), surcharge, other property taxes, impositions, dues of CESC Ltd., outgoings and levies of any nature whatsoever of or on the Said Premises, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid/reimbursed and discharged by the Vendor on demand by the concerned authority/agency in consultation with the Purchaser, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

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- 8.5 **Holding Possession:** The Vendor hereby covenants 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 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 or any person or persons lawfully or equitably claiming any right or estate therein from, under or in trust from the Vendor.
- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser is fully entitled to mutate the Purchaser's name in all records of the concerned authorities and to pay municipal tax or taxes and all other impositions (accruing for the period after the date of this Conveyance) in the Purchaser's own name. In this regard, the Vendor hereby authorizes and empowers the Purchaser to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Vendor. Notwithstanding such empowerment and authority, the Vendor undertakes to co-operate with the Purchaser in all respect to cause mutation of the Said Premises in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or the Purchaser's successors-in-interest, 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 and/or the Purchaser's successors-in-interest to the Said Premises.

**Schedule**  
**(Said Premises)**

Land measuring 5 (five) *cottah* and 27 (twenty seven) square feet, more or less, along with a 50 years old cemented flooring 2 (two) storied building measuring approximately 2,961 (two thousand nine hundred and sixty one) square feet, situate, lying at and being Municipal Premises No. 7, Jubilee Park, Kolkata-700033, Holding No.155, Russa Road East, Ward No.94 of the Kolkata Municipal Corporation, comprised in C.S. *Dag* No.1110, recorded in *Khatian* No. 866, *Mouza* Chandpur, Police Station Jadavpur, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendor in the Said Premises being butted and bounded as follows:

<b>On the North</b>	: By Premises No.54, Jubilee Park
<b>On the East</b>	: By Premises No.38, Jubilee Park
<b>On the South</b>	: By Kolkata Municipal Corporation Road (Jubilee Park)
<b>On the West</b>	: By Premises No.28, Jubilee Park

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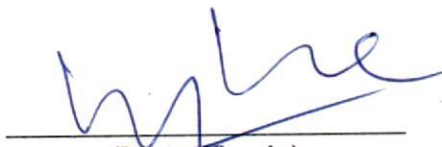
Additional Registrar of  
Assurances, Kolkata  
25 OCT 2010



**9. Execution and Delivery**


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

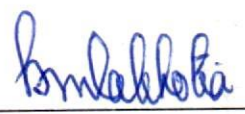
  
(Megaminds Communications Private Limited)  
[Vendor]

  
(Manoj Lunia)  
[Purchaser]

*Drafted by  
Rajata Advocate*

**Witnesses:**

Signature   
Name Swapan Kar  
Father's Name R. N. Kar  
Address 7C, K. S. Roy Road  
Kolkata - 700001

Signature   
Name NARENDRA MOHAN LAKHOTA  
Father's Name LATE CHATURBHUS LAKHOTA  
Address 6A GROW SIDE ROAD  
KOLKATA - 700019

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25 OCT 2010



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Assurances, Kolkata  
25 OCT 2010



**Receipt And Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of Rs.80,00,000/- (Rupees eighty lac) towards full and final payment of the Consideration for sale of the Said Premises described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Cheque No. 094561	29.06.10	Standard Chattered Bank	35,00,000/-
Cheque No. 094565	09.08.10	Standard Chattered Bank	15,00,000/-
Cheque No. 094571	13.10.10	Standard Chattered Bank	30,00,000/-
		<b>Total:</b>	<b>80,00,000/-</b>

MEGAMINDS COMMUNICATIONS PVT. LTD.

*Gautam Bera*

Director

(Megaminds Communications Private Limited)  
[Vendor]

**Witnesses:**

Signature

*Swapan*

Name

*Swapan Kar*

Signature

*Narendra Mohan Larkhota*

Name

*NARENDRA MOHAN LARKHOTA*

800-776-2862

12/15/2017



Additional Registrar of  
Assurances, Kolkata  
25 OCT 2010





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

**Endorsement For Deed Number : I - 10178 of 2010**  
**(Serial No. 08217 of 2010)**

**On**

**Payment of Fees:**

**On 25/10/2010**

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

Presented for registration at 15.20 hrs on :25/10/2010, at the Private residence by Manoj Lunia ,Claimant.

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

Execution is admitted on 25/10/2010 by

1. Goutam Banerjee  
Director, Megaminds Communications Pvt Ltd., 7, Jubilee Park, Kolkata, Thana:-Jadavpur,  
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700033 .  
, By Profession : Others
2. Manoj Lunia, son of Bhate Chand Lunia , Rajshree, Flat No:91, 6, Hastings Park Road, Kolkata,  
Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027 , By Caste  
Hindu, By Profession : Others  
Identified By Swapan Kar, son of R. N. Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kolkata,  
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu,  
By Profession: Service.

( Anil Kumar Ghoshal )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

**On 26/10/2010**

**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 of Indian Stamp Act 1899.

**Payment of Fees:**

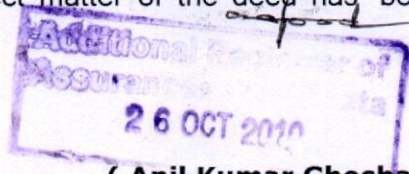
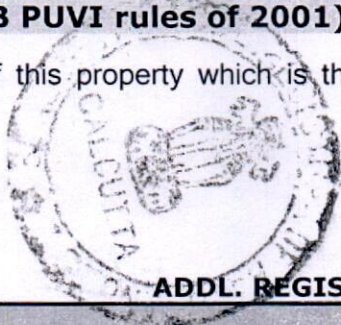
Amount By Cash

Rs. 88073/-, on 26/10/2010

( Under Article : A(1) = 87989/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 26/10/2010 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-8000000/-

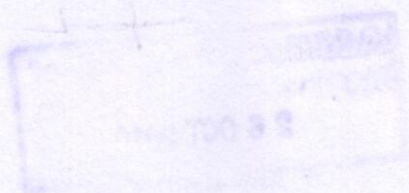


( Anil Kumar Ghoshal )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

26/10/2010 15:59:00

EndorsementPage 1 of 2









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

**Endorsement For Deed Number : I - 10178 of 2010**  
**(Serial No. 08217 of 2010)**

Certified that the required stamp duty of this document is Rs.- 10 /- and the Stamp duty paid as:  
Impresive Rs.- 10/-

( Anil Kumar Ghoshal )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



( Anil Kumar Ghoshal )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

26/10/2010 15:59:00

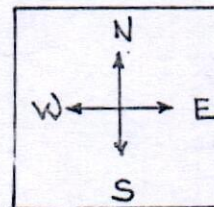
EndorsementPage 2 of 2



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SITE MAP  
PREMISES 7, JUBILEE PARK KOLKATA-700033



NORTH- PREMISES NO. 54, JUBILEE PARK

WEST- PREMISES NO. 28 JUBILEE PARK

EAST- PREMISES NO. 38, JUBILEE PARK

MEGAMINDS COMMUNICATIONS PVT. LTD.  
*Gautam Bandyopadhyay*  
Director

PREMISES NO.  
7, JUBILEE PARK.  
KOLKATA-700033

AREA OF LAND: 5 COTTAH AND 27 SQ. FEET  
AREA OF BUILDING 2961 SQ. FEET  
SUPER BUILT UP AREA CONSIDERING  
GROUND FLOOR AND 1ST FLOOR.

WAY TO TALLYGUNGE METRO RLY. STN.  
TRAM DEPOT

SOUTH- 17 FEET WIDE KMC ROAD (JUBILEE PARK)

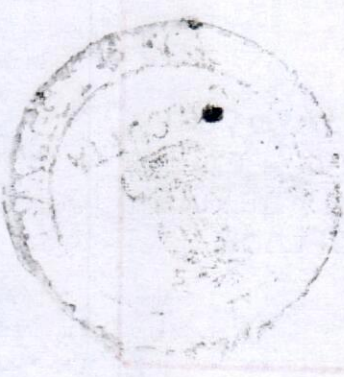
REF: GIVEN SKETCH.

S.K. Roy 9830510944  
12/2 OLD POST OFFICE ST.



MEGAMINDS COMMUNICATIONS PVT. LTD.  
Director

*W*



Additional Registrar of  
Assurances - Kolkata  
25 OCT 2010

1515 Old Post Office St.  
Kolkata - 700 001



SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



*Gautam Bora*

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little





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Additional Registrar of  
Assurances, Kolkata  
25 OCT 2010

Dated this 25<sup>th</sup> day of October, 2010

Between

**Megaminds Communications Private Limited**  
...Vendor

And

**Manoj Lunia**  
...Purchaser

**CONVEYANCE**

Premises No. 7, Jubilee Park  
Police Station Jadavpur  
Kolkata-700033

**Saha & Ray**

Advocates  
3A/1, 3<sup>rd</sup> floor  
Hastings Chambers  
7C, Kiran Sankar Roy Road  
Kolkata-700001

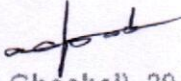




Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 25  
Page from 1960 to 1974  
being No 10178 for the year 2010.



  
(Anil Kumar Ghoshal) 29-October-2010  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A.-I KOLKATA  
West Bengal



