

08131/11

08828 / 2011



15766
 V.C. Case No- 1262/11

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M.V. 33,70,0461

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US81/6578
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Certified that the document is admitted to registration. The signature sheet and endorsement sheet attached to this document are the part of this document.

Additional District sub-Registrar
 Gossipore, Dum Dum North

16 OCT 2011



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 30th day of September, Two thousand Eleven (2011).

16 OCT 2011
 30 SEP 2011

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BETWEEN

M/S. VANILLA FIELDS PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956, having its registered office at 23, Maharshi Debendra Road, Kolkata - 700 007 at present address at 178B, Bangur Avenue, Block - A, P.S. Lake Town, represented by its authorized signatory namely **Sri Sanjoy Mondal**, son of Sannyasi Mondal, residing at Uttar Badra, P.O. Italgacha, P.S. Dum Dum, Dist. North 24 Parganas, as per Board of Resolution dated 26.09.2011, hereinafter called and referred to as the **VENDOR / LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office and/or assigns) of the **FIRST PART**.

AND

SRI KAMAL KUMAR SINGH, son of Late Lakshmi Shankar Singh, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Flat No. 302, Block - A, Fortune Township, Jessore Road, Barasat, Dist. North 24 Parganas, West Bengal, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

SRI DILIP SEN, son of Late Gopal Sen, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kaikhali, Chiriamore, P.O. R-Gopalpur, P.S. Airport, Kolkata - 700 136, Dist. North 24 Parganas, hereinafter jointly called and referred to as the **CONFIRMING PARTY NO. 1** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **THEIRD PART**.

AND

MERRY ENTERPRISE, a proprietorship firm, having its office at Anupama Commercial Complex, 1st floor, Mondal ganthi, P.S. Baguiati, Dist. North 24 Parganas, represented by its sole proprietor namely **SK. MANI BABU**, son of Late Abdul Khalek, by Faith - Muslim, by Occupation - Business, by Nationality - Indian, residing at Anupama Commercial Complex, 1st floor, Mondal ganthi, P.S. Baguiati, Dist. North 24 Parganas, hereinafter called, referred, identified and recognized as the **CONFIRMING PARTY NO. 2** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors in office, successors in interest and/or permitted assigns) of the **FOURTH PART**.

WHEREAS one Smt. Mira Kundu, had officially, acquired her right title and interest over a plot of land measuring more or less 40 Decimals, comprising in R.S. Dag No. 4581/6578, along with other properties, vide a **DEED OF DISCLAIMER**, registered at Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. 1, Volume No. 26, Pages 284 to 285, Being No. 2681, for the year 1974, executed in her favour, the Benamdar of Smt. Mira Kundu, with reference to the properties, mentioned in the said Deed of Disclaimer, with reference to the Deed of Sale, registered at Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. 1, Volume No. 40, Pages 90 to 93, Being No. 2439, for the year 1960, wherein the name of Sri Prafulla Kumar Bag was recorded as the purchaser, although he was only a Benamdar.

AND WHEREAS while seized and possessed of the aforesaid property the said Smt. Mira Kundu, sold, convey and transfer the plot of land measuring an area of 5 Cottahs 2 Chittacks equivalent to 8.46 Satak of Danga land, to M/S. **VANILLA FIELDS PRIVATE LIMITED**, the Vendor herein, by virtue of a Registered Deed of Conveyance, registered in the office of the Additional District Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. 1, CD Volume No. 4, Pages 391 to 401, Being No. 08480, for the year 2010, against valuable consideration mentioned thereon.

AND WHEREAS the present vendor herein acquired the land by virtue of purchase **ALL THAT** piece and parcel of Danga land measuring more or less 5 Cottahs 2 Chittacks equivalent to 8.46 Satak, lying and situated at Mouza - Dakshin Nimta, J.L. No. 8, R. S. No. 102, Touzi Nos. 1587, comprised in R.s. Dag No. 4581/6578, under R.S. Khatian No. 88, P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, under North Dum Dum Municipality, Dist. North 24 Parganas, which is more fully and particularly described in the **SCHEDULE** hereunder written and hereinafter referred to as the "**SAID LAND**".

AND WHEREAS the present vendor after acquiring the said land enjoying and possessing the same uninterruptedly by paying rents and taxes regularly to the competent authorities of Govt. of West Bengal.

AND WHEREAS the present Vendor herein due to diverse reasons, expressed their desire to sale out the said land **ALL THAT** piece and parcel of Danga land measuring more or less **5 (Five) Cottahs 2 (Two) Chittacks** equivalent to 8.46 Sataks, lying and situated at Mouza - Dakshin Nimta, J.L. No. 8, R. S. No. 102, Touzi Nos. 1587, comprised in R.s. Dag No. 4581/6578, under R. S. Khatian No. 88, P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, under North Dum Dum Municipality, Dist. North 24 Parganas, which is more fully and particularly described in the **SCHEDULE** hereunder written and hereinafter referred to as the "**SAID LAND**", at a total consideration of **Rs. 20,50,000.00 (Rupees Twenty Lac Fifty Thousand) only** and the present Purchaser herein being informed about the same is agreed to purchase the said land at the said consideration.

AND WHEREAS the present vendor for the purpose of executing the Deed of Conveyance adopted a resolution, empowering the authorized signatory to execute and register the Deed of Conveyance on behalf of the company.

AND WHEREAS the present vendor due to diverse reasons, have expressed its desire to sell out the said property and accordingly the Confirming Party No. 1, took the responsibility to develop and sell the aforesaid property at a consideration of **Rs. 20,50,000.00 (Rupees**

Twenty Lac Fifty Thousand) only and being informed the same, the Confirming Party No. 2 is agreed to purchase the same at the said consideration in favour of its nominee/s.

AND WHEREAS in pursuance to the discussions between the Vendor, Confirming Party No. 1 and Confirming Party No. 2, it has been agreed and settled that the Vendor herein through its authorized signatory will execute and register the Deed of Conveyance in favour of the nominee of Confirming Party No. 2.

AND WHEREAS the present purchaser herein, being informed by the Confirming Party No. 2 herein is agreed to purchase the land **ALL THAT** piece and parcel of Danga land measuring more or less **5 (Five) Cottahs 2 (Two) Chittacks** equivalent to 8.46 Sataks, lying and situated at Mouza - Dakshin Nimta, J.L. No. 8, R. S. No. 102, Touzi Nos. 1587, comprised in R.s. Dag No. 4581/6578, under R.S. Khatian No. 88, P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, under North Dum Dum Municipality, Dist. North 24 Parganas, which is more fully described in the **Schedule** herein under written and herein after referred to as the "**Said Property**" at a consideration of **Rs. 20,50,000.00 (Rupees Twenty Lac Fifty Thousand) only** and before execution of the present Deed of Conveyance, the Purchaser herein paid the entire consideration in favour of the Confirming Party No. 2. It is made clear herein that the Confirming Party No. 2 on receiving the consideration money, paid the entire consideration in favour of the Confirming Party No. 1 and the Vendor.

AND WHEREAS the Vendor already received the consideration amount from the Confirming Party No. 1 and 2 herein on behalf and on account of the purchaser.

NOW THIS INDENTURE WITNESSETH THAT :

In pursuance of the said total consideration amount of **Rs.20,50,000.00 (Rupees Twenty Lac Fifty Thousand) only** to the vendor paid by the purchaser through the Confirming parties herein as per memo below at or immediately before the execution of these presents

(the receipt whereof the vendor do hereby as well as by the receipt whereof the vendor do hereby as well as by the receipt hereunder written, admit and acknowledge and of from the same and every part thereof hereby acquit, release and forever discharge the said purchaser) as well as the said land particularly described in the schedule hereinafter written, the vendor do hereby sell, grant, transfer and convey and assign and unto the purchaser free from all encumbrances charges liens, lispensens **ALL THAT** piece and parcel of Danga land measuring more or less **5 (Five) Cottahs 2 (Two) Chittacks** equivalent to 8.46 Sataks, lying and situated at Mouza - Dakshin Nimta, J.L. No. 8, R. S. No. 102, Touzi Nos. 1587, comprised in R.s. Dag No. 4581/6578, under R.S. Khatian No. 88, P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, under North Dum Dum Municipality, Dist. North 24 Parganas, along with all easementary right and appurtenances as particularly described in the schedule hereinafter written **TO HAVE AND TO HOLD** the said property hereby granted, transferred conveyed and assigned or expressed or intended so to be with the appurtenances unto the purchaser absolutely and forever free from all encumbrances whatsoever.

AND that the schedule property is free from all encumbrances, attachments, liens, mortgages and the vendor has absolute right, title and interest in respect of the schedule property.

AND that no notice issued regarding vesting or under the public demand recovery act, have been served on the vendor not any such notice have been published.

AND that the vendor has not yet received any notice of acquisition and / or requisition of the property described in the schedule hereinafter written.

AND that the purchaser and all person or persons claiming through the purchaser shall has undisputed and all manner of right over the common passages and other easement rights.

AND that the vendor and confirming parties and its legal heirs from time to time shall be bound to execute necessary Deed of Rectification or

other document / documents without any consideration in favour of the purchaser or his legal heirs in respect of the schedule land for any defect, omission, error to be found later on in the present deed at the cost of the purchaser.

AND that the purchaser on and from this day shall have absolute right to install electricity, water connection, sewerage connection, telephone connection, construct the boundary wall, fencing etc. at his own cost and expenses.

AND that vendor delivered this day khas possession of the said land along with the relevant documents of right, title and possession unto the purchaser **NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendor has good right and full power to grant and convey the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the rent issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the vendor and that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming through the vendor as aforesaid **AND FURTHER** that the Vendor and all persons having or lawfully or equitably claiming any estate or right, title and interest in the said land hereditaments and premises or any of his or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts and deeds and things whatsoever for further and more perfectly conveying and assuring the said land hereditaments and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO

(Description of land)

ALL THAT piece and parcel of Danga land measuring more or less **5 (Five) Cottahs 2 (Two) Chittacks** equivalent to 8.46 Satak, lying and situated at Mouza - Dakshin Nimta, J.L. No. 8, R. S. No. 102, Touzi Nos. 1587, comprised in R.s. Dag No. 4581/6578, under R.S. Khatian No. 88, P.S. Nimta, A.D.S.R.O. Cossipore Dum Dum, under North Dum Dum Municipality, Dist. North 24-Parganas, free from all encumbrances, along with all common passage and all easement rights, which is butted and bounded as follows :

ON THE NORTH : Part of R.S. Dag No. 4580.

ON THE SOUTH : Belghoria Express Way.

ON THE EAST : Plan Plot No. B.

ON THE WEST : 12 ft. wide road & Mouza - Matkol.

A site plan is annexed herewith showing the actual position of the land whereas this plot is marked as **Plot No. A** in RED BORDER.

IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND
DELIVERED by the parties at
Kolkata in presence of :-

1. *Sanjoy Mondal*
Baran

M/s Vanilla Fialora Pvt Ltd.

Sanjoy Mondal *Authorized Sig.*

Signature of the Vendor
Through its authorized signatory
namely Sri Sanjoy Mondal

2. *Mr. - J.S.*
Baran

Nilip Sen
Signature of the Confirming Party No. 1

MERRY ENTERPRISE
Sh. Mani Babu
Signature of the Confirming Party No. 2

MEMO OF CONSIDERATION

RECEIVED on and from the above mentioned purchaser a sum of Rs.20,50,000/- (Rupees Twenty Lac Fifty Thousand) only as full and final consideration in respect of the Schedule property as per the memo mentioned herein below :-

MEMO

Date	Cheque No.	Bank & Branch	Amount
17.06.2011	520574	Bank of Baroda, Tegharia Branch	10,50,000.00
29.09.2011	354601	AXIS Bank, Baguiati Branch.	10,00,000.00
		TOTAL	20,50,000.00

(Rupees Twenty Lac Fifty Thousand Only)

WITNESSES :-

1. *Sanjoy Mondal*

M/s vanilla Fields Pvt. Ltd.

Sanjoy Mondal
.....
Authorized Signatory

Signature of the Vendor

Through its authorized signatory
namely Sri Sanjoy Mondal

2. *[Signature]*













































Dilip Sen
.....
Signature of the Confirming Party No. 1

WENNY ENTERPRISE
Dr. Mani Babu
.....
Proprietor
Signature of the Confirming Party No. 2

Drafted, Read Over & Explained by :

Sanjib Kumar Sarkar
Sanjib Kumar Sarkar
Advocate, Barasat.

UNDER RULE 44A OF THE I.R. ACT 1908 N.B - L.H. BOX - SMALL TO THUMB PRINTS
 R.H. BOX - THUMB TO SMALL PRINTS

		LITTLE	RING	MIDDLE	FORE	THUMB
	Kamal Kumar Singh.					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB
	Dilip Sen					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB
	Sanjoy Mondal					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB
	Sri. Manu Babu					
		THUMB	FORE	MIDDLE	RING	LITTLE
						
		LITTLE	RING	MIDDLE	FORE	THUMB

Attested



Government Of West Bengal
Office Of the A. D. S. R. COSSIPORE DUMDUM
District:-North 24-Parganas

Endorsement For Deed Number : I - 08828 of 2011
(Serial No. 08131 of 2011)

/n

Payment of Fees:

On 30/09/2011

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

Presented for registration at 16.20 hrs on :30/09/2011, at the Private residence by Sanjay Mondal ,
one of the Executants.

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

Execution is admitted on 30/09/2011 by

1. Sanjay Mondal
Authorised Signatory, M /s Vanilla Fields Pvt Ltd, 23, Maharshi Debendra Road, Thana:-Jorabagan,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .
, By Profession : Others
2. Dilip Sen, son of Late Gopal Sen , Kaikhali,chiriamore, Thana:-Airport, District:-North 24-Parganas,
WEST BENGAL, India, P.O. :- Pin :-700138 , By Caste Hindu, By Profession : Business
3. Sk Mani Babu, son of Late Abdul Khalek , 1st Floor , Anupama Commercial Complex, Mondal Ganhi,
Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By
Profession : Business
Identified By A Sen, son of Dilip Sen, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- ,
By Caste: Hindu, By Profession: Law Clerk.

(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

On 10/10/2011

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.-3370046/-

Certified that the required stamp duty of this document is Rs.- 235924 /- and the Stamp duty paid as:
Impresive Rs.- 1000/-

(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

On 13/10/2011

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



(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

13/10/2011 18:26:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A. D. S. R. COSSIPORE DUMDUM
District:-North 24-Parganas

Endorsement For Deed Number : 1 - 08828 of 2011
(Serial No. 08131 of 2011)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 74154/-, on 13/10/2011

(Under Article : A(1) = 74140/- ,E = 14/- on 13/10/2011)

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid, by the draft number 910063, Draft Date 12/10/2011, Bank Name State Bank of India, BIKASH BHVN GOVT CMPL, received on 13/10/2011
2. Rs. 49000/- is paid, by the draft number 910062, Draft Date 12/10/2011, Bank Name State Bank of India, BIKASH BHVN GOVT CMPL, received on 13/10/2011
3. Rs. 49000/- is paid, by the draft number 910061, Draft Date 12/10/2011, Bank Name State Bank of India, BIKASH BHVN GOVT CMPL, received on 13/10/2011
4. Rs. 49000/- is paid, by the draft number 910060, Draft Date 12/10/2011, Bank Name State Bank of India, BIKASH BHVN GOVT CMPL, received on 13/10/2011
5. Rs. 38940/- is paid, by the draft number 118635, Draft Date 12/10/2011, Bank Name State Bank of India, CF BLOCK,SALT LAKE, received on 13/10/2011

(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

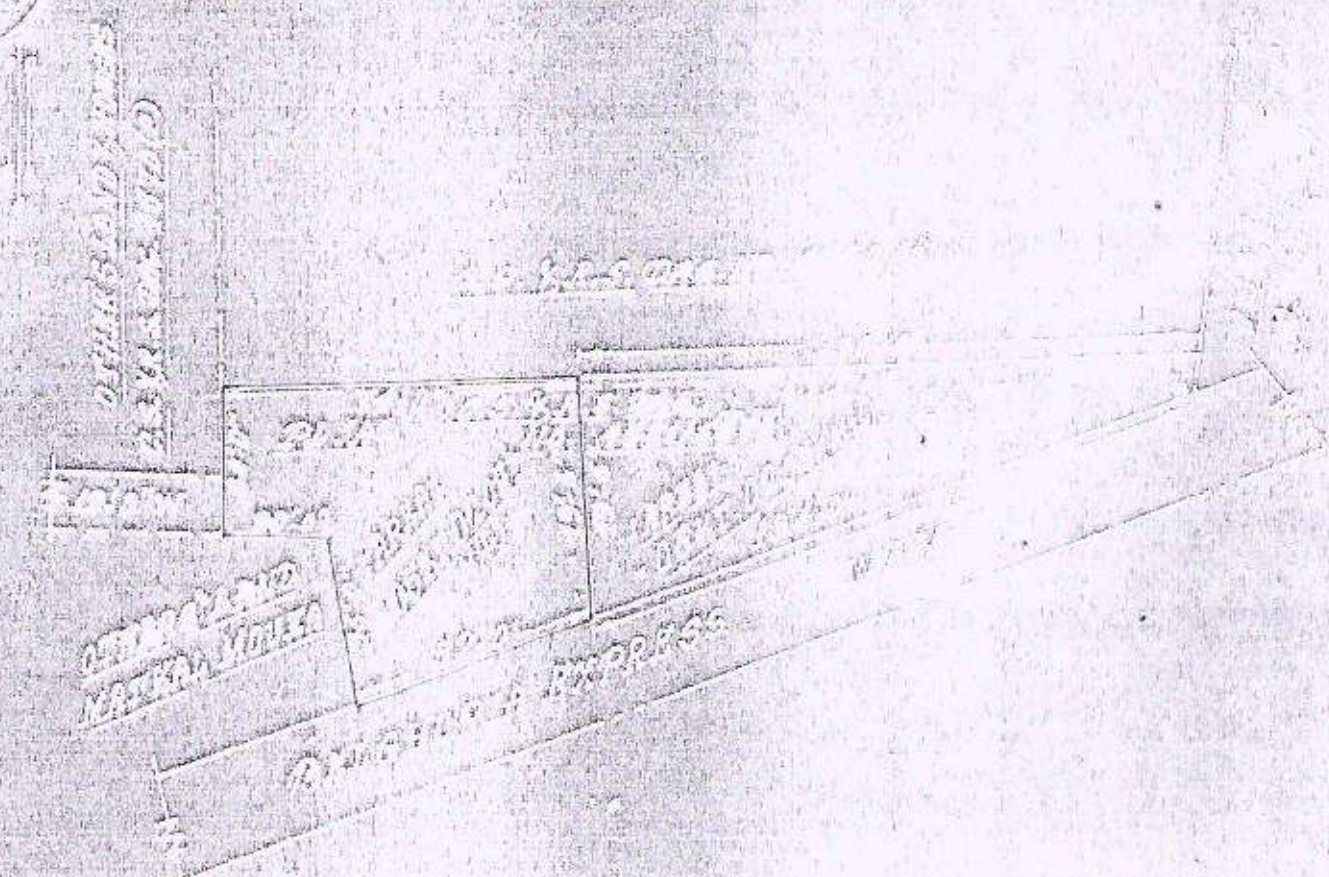


(Sushil Kumar Roy)
A. D. S. R. COSSIPORE DUMDUM

13/10/2011 18:26:00

EndorsementPage 2 of 2

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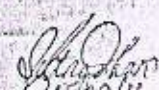
Handwritten text below the diagram, likely providing details or a description of the plan. It includes several lines of cursive script.

Sanjay Mondal

Sri Ram Enterprises

Dileep Son

Proprietor


SRI RAM SUTRADHAN
Licensed Plan Maker
LIC No. SDUM/09/10-11

date of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 5608 to 5623
being No 08828 for the year 2011.



A. Roy

(Sushil Kumar Roy) 14-October-2011
A. D. S. R. COSSIPORE DUMDUM
Office of the A. D. S. R. COSSIPORE DUMDUM
West Bengal