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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL
20/6/22

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Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

20 JUN 2022

CONVEYANCE

1. Date: 20th June, 2022

2. Place: Kolkata

3. Parties:

নম্বর : 2221

সন ও তারিখ :

ক্রেতার নাম :

ঠিকানা :

মূল্য :

ডেডাইন :

070622
Mintu Paul
Advocate
High Court, Calcutta

বারানসী কেটে

জেলা : উত্তর ২৪ পরগনা

খরিদ তারিখ : 23 MAY 20 22

মোট ট্যান্ডার খরিদ : Rs 60 0000

ট্রেডারী বারানসী

ডেডার : শ্রী সন্ন্যাসী রোপ



Additional District Sub-Registrar,
Rajshahi, New Town, North 24 Pgs

60 JUN 2022

3.1 **Palan Chandra Mandal alias Palan Chandra Mondal**, son of Late Nishikanta Mandal, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at Jamalpara, Kashinathpur, Post Office and Police Station – Rajarhat, Pin – 700135, State – West Bengal. [**PAN BVRPM2552G and AADHAAR No. 705568925946**].

3.2 **Bikash Mandal alias Bikash Mondal**, son of Late Nishikanta Mandal, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at Jamalpara, Kashinathpur, Post Office and Police Station – Rajarhat, Pin – 700135, State – West Bengal. [**PAN BGYPM8809C and AADHAAR No. 764336415161**].

Vendor No. 3.1 and 3.2 are represented by their constituted attorney: (1) **Asit Ghosh**, [**PAN AIZPG6156G and Aadhar No. 319605119639**] son of Dhananjay Ghosh, by Faith Hindu, by Occupation Business, residing at Village Kashinathpur, Police Station Rajarhat, Post Office Kashinathpur, District North 24 Parganas, Kolkata – 700135. And (2) **Pradip Mondal**, [**PAN ALJPM0272E and Aadhar No. 238100742087**] son of Dhananjay Ghosh, by Faith Hindu, by Occupation Business, residing at Village Patharghata, Ganraguri, Police Station Rajarhat, Post Office - Patharghata, District North 24 Parganas, Kolkata 700135; vide registered General Power of Attorney, registered on 8th June, 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Being No. 152309576 for the year 2022

3.3 **Biswanath Mandal alias Biswanath Mondal**, son of Late Nishikanta Mandal, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at Jamalpara, Kashinathpur, Post Office and Police Station – Rajarhat, Pin – 700135, State – West Bengal. [**PAN BJPPM7680B and AADHAAR No. 517067962420**]

Vendor No. 3.3 is represented by his constituted attorney: (1) **Asit Ghosh**, [**PAN AIZPG6156G and Aadhar No. 319605119639**] son of Dhananjay

Ghosh, by Faith Hindu, by Occupation Business, residing at Village Kashinathpur, Police Station Rajarhat, Post Office Kashinathpur, District North 24 Parganas, Kolkata – 700135. And (2) **Pradip Mondal**, [PAN ALJPM0272E and **Aadhar No.** 238100742087] son of Dhananjay Ghosh, by Faith Hindu, by Occupation Business, residing at Village Patharghata, Ganraguri, Police Station Rajarhat, Post Office - Patharghata, District North 24 Parganas, Kolkata 700135; vide registered General Power of Attorney, registered on 13th June, 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Being No. 152309765 for the year 2022.

- 3.4 **Malati Mandal alias Malati Mondal**, wife of Late Nilmani Mandal, by Nationality Indian, by Faith Hindu, by Occupation Housewife, residing at Jamalpara, Post Office Kashinathpur and Police Station Rajarhat, Pin 700135, State West Bengal. [PAN HMYPM7705M and **AADHAAR No.** 512665790186]
- 3.5 **Gopinath Mondal**, son of Late Nilmani Mondal *alias* Nilmani Mandal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Jamalpara, Post Office Kashinathpur and Police Station Rajarhat, Pin 700135, State West Bengal. [PAN DXMPM0670N and **AADHAAR No.** 796959836691]
- 3.6 **Sanjit Mondal**, son of Late Nilmani Mondal *alias* Nilmani Mandal, by Nationality Indian, by Faith – Hindu, by Occupation – Business, residing at Jamalpara, Post Office Kashinathpur and Police Station Rajarhat, Pin 700135, State West Bengal. [PAN DARPM2472N and **AADHAR No.** 219315556255]
- 3.7 **Ranjit Mondal**, son of Late Nilmani Mondal *alias* Nilmani Mandal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Jamalpara, Post Office Kashinathpur and Police Station Rajarhat, Pin 700135, State West Bengal. [PAN BIVPM6393N and **AADHAAR No.** 452752348070]

- 3.8 **Ashoke Mandal** *alias* **Ashoke Mondal**, son of Late Nilmani Mandal, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Jamalpara, Post Office Kashinathpur and Police Station Rajarhat, Pin 700135, State West Bengal. [**PAN COXPM1476H and AADHAAR No. 395264966859**]

Vendor No. 3.4 and 3.8 are represented by their constituted attorney: **Subhradip Dey**, son of Subodh Kumar Dey, [**PAN BGRPD8726L Aadhar No. 342988091336**], by Faith Hindu, by Occupation Service, by Nationality Indian, residing at Deypara, Monirampur, Post Office Barrackpore, Police Station Barrackpore, District North 24 Parganas, Pin- 700120; vide registered General Power of Attorney, registered on 15th June, 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No- I, Being No. 152309911 for the year 2022

- 3.9 **Asit Ghosh**, son of Dhananjay Ghosh, by Faith Hindu, by Occupation Business, residing at Kashinathpur, Police Station Rajarhat, Post Office Kashinathpur, District North 24 Parganas, Kolkata – 700135. [**PAN AIZPG6156G and Aadhar No. 319605119639**]
- 3.10 **Basanti Chakraborty**, wife of Batakrishna Chakraborty, Daughter of Late Nishikanta Mandal, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at Jamalpara, Kashinathpur, Post Office and Police Station – Rajarhat, Pin – 700135, State – West Bengal. [**PAN CDSPC4180J and AADHAR No.325909292935**]

(collectively **Vendors**, include successors-in-interest)

AND

- 3.11 **IN LAND MARK & CO** [**PAN AAEFI5992H**], a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1)

Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.12 **NR CONSTRUCTIONS COMPANY [PAN AAKFN7573K]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.13 **N R DEVELOPER COMPANY [PAN AAKFN7579D]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

- 3.14 **N R GRIHA NIRMAN COMPANY [PAN AAKFN7580J]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.15 **NEHA GRIHA NIRMAN COMPANY [PAN AAKFN7570L]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.16 **NEHA HOMES & CO [PAN AAKFN7569F]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

- 3.17 **RB DEVELOPMENT COMPANY [PAN AAQFR6763B]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.18 **RB GROUPS AND CO [PAN AAQFR6754E]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157
- 3.19 **RB HOME MAKER AND CO [PAN AAQFR6772G]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir**, [PAN ADSPN1335N, Aadhaar No. 984958654168] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L and Aadhaar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality

Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.20 **RB UDYOG COMPANY [PAN AAQFR6775B]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.21 **RN BUILDING AND CO [PAN AAQFR6774A]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park; Kolkata – 700157

3.22 **SN REALCON AND CO [PAN ACNFS1665C]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and**

Aadhar No. 996066204499] wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.23 **IMRAN EMPIRE CO [PAN AAIF18569A]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.24 **NR PROPERTIES & CO [PAN AASFN8965D]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157 and (2) **Rupsa Bibi, [PAN AJLPB0681L and Aadhar No. 996066204499]** wife of Sk. Nasir, by faith Muslim, by nationality Indian, by occupation Business, residing at Hatiara, Paschimpara, Post Office Hatiara, Police Station Eco-Park, Kolkata – 700157

3.25 **RB BUILDERS CO [PAN ABDFR3595B]**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly Newtown), Kolkata 700157, represented by its Partner, namely (1) **Sk. Nasir, [PAN ADSPN1335N, Aadhaar No. 984958654168]** son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Ecopark (formerly

4. Subject Matter of Conveyance

- 4.1 **Said Property:** 1) *Danga* land measuring **45 (forty five) decimal**, comprised in **R.S./L.R. Dag No. 971**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**First Property**) and 2) *danga* land measuring **54 (fifty four) decimal**, comprised in **R.S./L.R. Dag No. 972**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Second Property**) and 3) *danga* land measuring **10 (ten) decimal**, comprised in **R.S./L.R. Dag No. 973**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Third Property**) and 4) demarcated *danga* land measuring **10 (ten) decimal**, out of the total land measuring 20 (twenty) decimal, comprised in **R.S./L.R. Dag No. 977**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fourth Property**). 5) *danga* land measuring **18 (eighteen) decimal**, comprised in **R.S./L.R. Dag No. 1506**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fifth Property**), 6) *bagan* land measuring **29 (twenty nine) decimal**, comprised in **R.S./L.R. Dag No. 1508**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Sixth Property**) the First Property, the Second Property, the Third Property, the

Fourth Property, the Fifth Property and the Sixth Property totaling to **166 (one hundred sixty six) decimal**, collectively **Said Property, together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

5. Background, Representations, Warranties and Covenants

5.1 Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:

5.1.1 Ownership of Nishikanta Mondal: Nishikanta Mondal (son of Pran Krishna Mondal) was the recorded owner of 1) *danga* land measuring 45 (forty five) decimal, comprised in CS Dag No. 785 corresponding to R.S. *Dag* No. 971 (**First Property**) and 2) *danga* land measuring 54 (fifty four) decimal, comprised in CS Dag No. 784 corresponding R.S. *Dag* No. 972 (**Second Property**) and 3) *danga* land measuring 10 (ten) decimal, comprised in CS Dag No. 783 corresponding R.S./L.R. *Dag* No. 973, (**Third Property**) and 4) demarcated *danga* land measuring 10 (ten) decimal, out of the total land measuring 20 (twenty) decimal, comprised in CS Dag No. 811 corresponding R.S. *Dag* No. 977 (**Fourth Property**) 5) *danga* land measuring 18 (eighteen) decimal, comprised in CS Dag No. 1608 corresponding R.S. *Dag* No. 1506, (**Fifth Property**), 6) *bagan* land measuring 29 (twenty nine) decimal, comprised in CS Dag No. 1610 corresponding R.S. *Dag* No. 1508, (**Sixth Property**), under *sabek* Khatian Nos. 126, 278, 356 corresponding to 325, all in *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (**RBGP-2**), District North 24 Parganas. (**Nishikanta Mondal's Property**)

5.1.2 **Demise of Nishikanta Mondal:** Nishikanta Mondal (son of Pran Krishna Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving his wife Sarala Bala Mondal and 4 (four) sons, namely, Nilmani Mondal *alias* Nilmani Mandal (since demised), Palan Chandra Mandal *alias* Palan Chandra Mondal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal and 4(four) daughters namely Keshpati Nasskar (nee Mondal), Brihaspati Mondal, Basanti Chakraborty (nee Mondal) and Radharani Mondal (since demised), as his only legal heirs and successors (collectively **Legal Heirs of Nishikanta Mondal**), who jointly and in equal share inherited the entirety of the Nishikanta Mondal's Land.

Legal Heirs of Nishikanta Mondal	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508
Sarala Bala Mondal	5.000	6.000	1.112	1.112	2.000	3.223
Nilmani Mondal <i>alias</i> Nilmani Mandal	5.000	6.000	1.111	1.111	2.000	3.223
Palan Chandra Mandal <i>alias</i> Palan Chandra Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Biswanath Mandal <i>alias</i> Biswanath Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Bikash Mandal <i>alias</i> Bikash Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Keshpati Nasskar (nee Mondal)	5.000	6.000	1.111	1.111	2.000	3.222
Brihaspati Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Radharani Mondal	5.000	6.000	1.111	1.111	2.000	3.222
Basanti Chakraborty (nee Mondal)	5.000	6.000	1.111	1.111	2.000	3.222

- 5.1.3 **Mutation:** Nilmani Mondal *alias* Nilmani Mandal (since demised), Palan Chandra Mandal *alias* Palan Chandra Mondal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal and Sarala Bala Mondal have mutated their names in respect of Nishikanta Mondal's Property, in the records of Land Reforms Settlement vide L. R. *Khatian* Nos. 460, 512, 552, 585, 858.
- 5.1.4 **Demise of Radharani Mondal:** Radharani Mondal (wife of Sushil Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died *intestate* on 6th September, 1994 and subsequently Sushil Mondal (son of Late Kanailal Mondal), being the husband of Radharani Mondal, died *intestate* on 15th December, 1997, leaving behind their 3 (three) sons, namely, Suvankar Mondal, Samir Mondal and Swapan Mondal and 5 (five) daughters namely Anima Sapui, Sushama Mondal, Kajali Mondal *alias* Kajli Mondal, Anjali Das (nee Mondal) and Kakali Nag (nee Mondal), as theirs only legal heirs and heiress and successors, (collectively **Legal Heirs of Radharani Mondal**), who jointly and in equal share inherited the entirety share of the Radharani Mondal in the Nishikanta Mondal's Land.
- 5.1.5 **Demise of Sarala Bala Mondal:** Sarala Bala Mondal (wife of Late Nishikanta Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died *intestate* on 05/12/2002, leaving behind her surviving her 4 (four) sons, namely, Nilmani Mondal *alias* Nilmani Mandal (since demised), Palan Chandra Mandal *alias* Palan Chandra Mondal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal and 4 (four) daughters namely Keshpati Nasskar (nee Mondal), Brihaspati Mondal, Basanti Chakraborty (nee Mondal) and the Legal Heirs of Radharani Mondal (since demised), as her only legal heirs and heiress and Successors (collectively **Legal Heirs of Sarala Bala Mondal**), who jointly and in equal share inherited the entirety share of the Sarala Bala Mondal in the Nishikanta Mondal's Land.

Legal Heirs of Sarala Bala Mondal	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508
Nilmani Mondal <i>alias</i> Nilmani Mandal	0.625	0.750	0.139	0.139	0.250	0.403
Palan Chandra Mandal <i>alias</i> Palan Chandra Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Biswanath Mandal <i>alias</i> Biswanath Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Bikash Mandal <i>alias</i> Bikash Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Keshpati Nasskar (nee Mondal)	0.625	0.750	0.139	0.139	0.250	0.403
Brihaspati Mondal	0.625	0.750	0.139	0.139	0.250	0.403
the Legal Heirs of Radharani Mondal	0.625	0.750	0.139	0.139	0.250	0.403
Basanti Chakraborty (nee Mondal)	0.625	0.750	0.139	0.139	0.250	0.403

5.1.6 **Gift by Keshpati Naskar (nee Mondal) and Brihaspati Mondal,:** By a registered Deed of Gift, dated 21st June, 2005, registered in the office of A.D.S.R. Bidhannagar, North 24 Parganas, in Book No-I, Volume No. 449, Pages 167 to 185, Being No. 07323 for the year 2005, Keshpati Naskar (nee Mondal) wife of Rati Kanta Naskar and Brihaspati Mondal wife of Shanti Mondal, jointly gifted and transferred their entire share of land inherited from Nishikanta Mondal's Land to Nilmani Mondal *alias* Nilmani Mandal, Biswanath Mandal *alias* Biswanath Mondal and Bikash Mandal *alias* Bikash Mondal, as love and affection towards their brothers mentioned therein.

5.1.7 **Sold by the Legal Heirs of Radharani Mondal:** By a registered Deed of Conveyance, dated 31st December, 2007, registered in the office of A.D.S.R. Bidhannagar, North 24 Parganas, in Book No-I, CD Volume No. 2, Pages 13619 to 13646, Being No. 01826 for the year 2008, Subhankar Mondal, Samir Mondal, Swapan Mondal, Anima Sapui, Sushama Mondal, Kajali Mondal, Anjali Das and Kakali Mondal being the Legal Heirs of Radharani Mondal, jointly sold conveyed and transferred their entire share of land in the Nishikanta Mondal's Land to Palan Chandra Mandal *alias* Palan Chandra Mondal, as consideration mentioned therein.

5.1.8 **Absolute Ownership:** In the aforesaid statuses, Palan Chandra Mondal and others owners have become the undisputed joint owners of the Nishikanta Mondal's Property, details as below-

Name of Owners	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508	Total Area
Nilmani Mondal <i>alias</i> Nilmani Mandal	9.375	11.250	2.083	2.083	3.750	6.042	34.583
Palan Chandra Mandal <i>alias</i> Palan Chandra Mondal	0.625	13.500	2.500	2.500	4.500	7.250	41.500
Biswanath Mandal <i>alias</i> Biswanath	9.375	11.250	2.083	2.083	3.750	6.042	34.583

Mondal							
Bikash Mandal <i>alias</i> Bikash Mondal	9.375	11.250	2.083	2.083		6.042	34.583
					3.750		
Basanti Chakraborty (nee Mondal)	5.625	6.750	1.250	1.250		3.625	20.751
					2.250		

- 5.1.9 **Demise of Nilmani Mondal *alias* Nilmani Mandal:** Nilmani Mondal *alias* Nilmani Mandal (son of Late Nishikanta Mondal), a Hindu governed by *Dayabhaga* School of Hindu Law, died intestate on 22nd November, 2015, leaving behind his surviving his wife Malati Mondal *alias* Malati Mandal and 5 (five) sons, namely, Gopinath Mondal, Dilip Mondal *alias* Dilip Kumar Mondal, Ashok Mandal, Sanjit Mondal and Ranjit Mondal, as his only legal heirs and successors (collectively Legal Heirs of **Nilmani Mondal *alias* Nilmani Mandal**), who jointly and in equal share inherited the entirety share of the Nilmani Mondal *alias* Nilmani Mandal, in the Nishikanta Mondal's Land. details as below-

Legal Heirs of Nilmani Mondal <i>alias</i> Nilmani Mandal	Share in RS/LR Dag No. 971	Share in RS/LR Dag No. 972	Share in RS/LR Dag No. 973	Share in RS/LR Dag No. 977	Share in RS/LR Dag No. 1506	Share in RS/LR Dag No. 1508	Total Area
	Malati Mondal	1.5625	1.875	0.3471	0.3471	0.625	
Gopinath Mondal	1.5625	1.875	0.3471	0.3471	0.625	1.007	5.764
Dilip Mondal <i>alias</i> Dilip Kumar Mondal	1.5625	1.875	0.3471	0.3471	0.625	1.007	5.764
Ashok Mondal	1.5625	1.875	0.3472	0.3472	0.625	1.007	5.764
Sanjit Mondal	1.5625	1.875	0.3472	0.3472	0.625	1.007	5.764
Ranjit Mondal	1.5625	1.875	0.3472	0.3472	0.625	1.007	5.764

5.1.10 **Sold by Dilip Mondal *alias* Dilip Kumar Mondal:** By a registered Deed of Conveyance, dated 30th May 2022, registered in the office of A.D.S.R. Rajarhat, North 24 Parganas, in Book No-I, Volume No. 1523-2022, Pages 376755 to 376782, Being No. 09019 for the year 2022, Dilip Mondal *alias* Dilip Kumar Mondal solely sold conveyed and transferred his entire share of land in the Nishikanta Mondal's Land to Asit Ghosh (the Vendor No. 3.9), as consideration mentioned therein.

5.1.11 **Declaration:** It is noted that Palan Chandra Mandal *alias* Palan Chandra Mondal and Bikash Mandal *alias* Bikash Mondal, Biswanath Mandal *alias* Biswanath Mondal, the Legal Heirs of Nilmani Mondal *alias* Nilmani Mandal and Asit Ghosh hereby declared that Basanti Chakraborty (nee Mondal) is also one co-owners of Nishikanta Mondal's Property and has right title and interest therein and her share of land, which included in the record of L. R. *Khatian* Nos. 512 (Palan Chandra Mondal), 858 (Sarala Bala Mondal). It is further declared that Palan Chandra Mandal *alias* Palan Chandra Mondal has agreed the above fact and has transfer his actual share by inheritances and purchased; along with additional recorded share of land by this Conveyance, which is actual portion of Basanti Chakraborty (nee Mondal).

5.1.12 **Absolute Ownership of Said Property:** In the aforesaid statuses, the Vendors have become the undisputed joint owners of the Said Property and which is Subject Matter of this Conveyance.

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:

5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the *Panchayat* Authority or Government or any Statutory Body.

- 5.2.2 **No Excess Land:** The Vendors 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 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debatters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully,

rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.

- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendors will sell the Said Property to the Purchasers 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 Purchasers will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).

7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being **1) Danga** land measuring **45 (forty five) decimal**, comprised in **R.S./L.R. Dag No. 971**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**First Property**) and **2) danga** land measuring **54 (fifty four) decimal**, comprised in **R.S./L.R. Dag No. 972**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional

District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Second Property**) and 3) *danga* land measuring **10 (ten) decimal**, comprised in **R.S./L.R. Dag No. 973**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Third Property**) and 4) demarcated *danga* land measuring **10 (ten) decimal**, out of the total land measuring 20 (twenty) decimal, comprised in **R.S./L.R. Dag No. 977**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fourth Property**) 5) *danga* land measuring **18 (eighteen) decimal**, comprised in **R.S./L.R. Dag No. 1506**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Fifth Property**), 6) *bagan* land measuring **29 (twenty nine) decimal**, comprised in **R.S./L.R. Dag No. 1508**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858 *Mouza* Jamalpara, J. L. No. 42, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Rajarhat Bishnupur 2 No. Gram Panchayat (RBGP-2), District North 24 Parganas (**Sixth Property**) the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property totaling to **166 (one hundred sixty six) decimal (Said Property) together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of **Rs. 4,69,37,950/-** (Rupees four crore sixty nine lac thirty seven thousand nine hundred fifty) only paid by the Purchasers to the Vendors

receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

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 claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuffers*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.

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

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

8.2.1 **Indemnification:** express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the

Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenants that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of the aforesaid.

- 8.2.2 **Transfer of Property Act:** all obligations and duties of Vendors and Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant, physical and peaceful possession of the Said Property has been handed over by the Vendors to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenants that the Purchasers and the Purchasers' successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons

lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.

- 8.6 **No Objection to Mutation:** The Vendors declares that the Purchaser shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorney of the Vendors and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.7 **No Objection to Ratification:** The Vendors declares that the Purchasers can rectified this deed, if anything found wrong in this deed, In this regard, the Vendors hereby authorizes and empowers the Purchasers to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Vendors.
- 8.8 **Further Acts:** The Vendors hereby covenants that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-in-interest and assigns, 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 Said Property.

Schedule
(Said Property)

1) *Danga* land measuring **45 (forty five) decimal**, comprised in **R.S./L.R. Dag No. 971**, recorded in L.R. *Khatian* Nos. 460, 512, 552, 585, 858, in