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शिक्तियवंशा पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

This Deed of Conveyance made this 17th day of March, Two Thousand and Twenty One (2021).

BETWEEN

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Sanjoy Bose
Advocate
(M) - 9830271061

FOR RUPAM ENTERPRISE

For RUPAM ENTERPRISE

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Partner

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51. No. Date 5/02/2027

Name P- BOW MUllick.

Add 61

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SOUMITRA CHANDA Licensed Stamp Vendor 8/2, K. S. Roy Road, Kol-1





MANGALAM AGRO PRODUCTS LIMITED (PAN - AAGCM0547H) a limited company having its registered Office at 170/3, Santosh Roy Road, James Long Sarani, Kolkata: 700008, through SANJOY BOSE, Advocate (Pan No. AFOPB0342R, Aadhar No 9073 5984 1270), son of Shyamal Kumar Bose, having his chamber at 2, Bethune Row, Kolkata 700006, bearing registration No WB/428/2000 appointed vide Arbitral Award dated 26.12.2020 passed by the Learned Arbitrator and directed by the Learned Additional District Judge, Fast Track Court - I, Alipore, South 24 Parganas vide order dated 03.03.2021 in Arbitration Execution Case No 34 of 2021 hereinafter called and referred to as "VENDOR/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor-in-office, executors, administrator, representatives and assigns) of the ONE PART.

AND

RUPAM ENTERPRISE (PAN - AAOFR5275N) a partnership firm having its registered office at Vill: Daulatpur, Post Office Pailan, Police Station: Bishnupur, Pin 700104, represented by its partners 1. MR. ANUP KUMAR PURKAIT (PAN - AMLPP2431K) (AADHAAR - 5852 1946 5335), son of Baikuntha Purkait and 2. MRS. MITHU PURKAIT (PAN - BRDPP8358P) (AADHAAR - 3128 1674 1616), wife of Mr. Anup Kumar Purkait, both by faith: Hindu, by occupation Business, by Nationality Indian, residing at Sardar Para, Daulatpur, Post Office Pailanhat, Police Station: Bishnupur, Pin 700104, District: South 24 parganas, hereinafter referred to as the "PURCHASER/SECOND PARTY" (which expression shall unless excluded by or repugnant to the context be deemed. to mean and include their heirs, administrators, representatives and assigns) of the OTHER PART.

Sanjoy Bose

Advocate (M) - 9830271061 E-mail : sohom27@gmail.com FOR RUPAM ENTERPRISE

For RUPAM ENTERPRISE

Mithu Puthaile

Partner



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WHEREAS:

RECITAL I

PART I

- 1. By a Bengali Kobala dated 17th May, 1967 duly registered in the office of the Sub-Registrar at Bishnupur and recorded in Book I, Volume No. 72, Pages 192 to 197, being No. 4891 for the year 1967 wherein one Smt. Churamoni Ghosh, Sri Kanailal Ghosh and Sri Banshilal Ghosh as the Vendors of the One Part for the consideration and on the terms and conditions mentioned therein sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of Sali land, hereditament and premises measuring about (i) 71 Satak comprised in Dag No. 1620, Khatian No. 879 and (ii) 52 Satak comprised in Dag No. 1624, Khatian No. 881, both in Mouza Andharmanick, P.S. Bishnupur, District South 24 Parganas unto and in favour of one Sri Goutam Dutta and Sri Nisith Narayan Dutta absolutely and forever.
- 2. By another Bengali Kobala dated 17th May, 1967 duly registered in the Office of the Sub-Registrar at Bishnupur and recorded in Book No. I, Volume No. 73, Pages 215 to 220, Being No. 4892 for the year 1967 wherein one Smt. Churamoni Ghosh as the Vendor of the One Part for the consideration and on the terms and conditions mentioned therein sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of Sali land measuring about (i) 17 Satak comprised in Dag No. 1617, Khatian No. 1267, (ii) 22 Satak comprised in Dag No. 1616, Khatian No. 920, (iii) 25 Sataks comprised in Dag No. 1615, Khatian No.1313 and (iv) 27 Satak comprised in Dag No. 1618, Khatian No. 1290, all in Mouza Andharmanick, P.S. Bishnupur, District South 24 Parganas unto and in favour of said Sri Goutam Dutta and Sri Nisith Narayan Dutta absolutely and forever.

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Partner

FOR RUPAM ENTERPRISE

Partner



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3. By a further, Bengali Kobala dated 17th July, 1967 duly registered in the Office of the Sub-Registrar at Bishnupur and recorded in Book No. I, Volume No. 108, Pages 78 to 80, Being No. 8114 for the year 1967 wherein one Balaram Adhikari as the Vendor of the One Part for the consideration and on the terms and conditions mentioned therein sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of Sali land measuring about 32 Satak comprised in Dag No. 1625, Khatian No. 7 in Mouza Andharmanick, J.L. No. 153, Touzi No. 63/64, P.S. Bishnupur District South 24 Parganas unto and in favour of said Sri Goutam Dutta and Sri Nisith Narayan Dutta absolutely and forever.

4. By virtue of the herein before three Bengali Kobala's, the said Sri Goutam Dutta and another became the joint owners of ALL THAT the said land measuring about total area of 2.46 Acres comprised in Dag Nos. 1615-1618, 1620, 1624 and 1625 in Mouza Andharmanick, P.S. Bishnupur, District South 24 Parganas.

5. The said Sri Goutam Dutta and Sri Nisith Narayan Dutta for better and exclusive use and enjoyment of their undivided properties as aforesaid partitioned the entire property by metes and bounds by a Deed of Partition dated 3rd June, 1975 duly registered in the Office of the Sub-Registrar at Bishnupur and entered in Book No. I, Deed No. 1007 for the year 1975 and by virtue of the said Deed of Partition the said Sri Nisith Narayan Dutta was allotted a separate allotment of ALL THAT piece and parcel of Sali land measuring about an area of 1.23 Acres be the same a little more or less comprised in Dag Nos. 1615 - 1618 and 1620 under Khatian Nos. 1313, 920, 1267, 1290 and 879 situated and lying at Mouza Andharmanick, J.L. No. 153, Touzi No. 63/64, P.S. Bishnupur, District of South 24 Parganas free from all encumbrances and charges whatsoever.

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6. By a Deed of Gift dated 3rd June, 1975 and registered with the office of the Sub-Registrar Bishnupur and recorded in Book No. I, Deed No. 7895 for the year 1975 wherein the said Sri Nisith Narayan Dutta out of his natural love and affection towards his wife granted, gifted and transferred the said property unto and in favour of Smt. Shibani Dutta absolutely and forever.

7. While seized and possessed of the said Sali land measuring 1.23 Acre more or less, by a Bengali Kobala dated 4th February, 1984 and registered at the office of the Sub-Registrar, Bishnupur and entered in Book No. I, Deed No. 1279 for the year 1984, the said Smt. Shibani Dutta purchased ALL THAT piece and parcel of Sali land measuring about 1 (one) Satak comprised in Dag No. 1621, Khatian No. 266 in Mouza Andharmanick, J.L. No. 153, Touzi No. 63/64, P.S. Bishnupur, District South 24 Parganas from its previous owners Smt. Shila Bala Kapot and Nilabala Maity absolutely and forever free from all encumbrances in whatsoever manner.

8. Thus in manner aforesaid the said Smt. Shibani Dutta became the absolute Owner and/or well and sufficiently entitled to ALL THAT piece and parcel of Sali Land measuring about 1.24 Acres be the same a little more or less situate and lying at Mouza Andharmanick, J. L. No. 153, Touzi No. 63/64, P.S. Bishnupur, District of South 24 Parganas.

9. By an Indenture dated 4th May, 1995 duly registered in the office of the Sub-Registrar of Bishnupur, District South 24 Parganas and entered in Book No. I, volume No. 17, Pages 277 to 294, Deed No. 1568 for the year 1995 made between the said Smt. Shibani Dutta therein described as the Vendor of the First Part and the said Nishith Narayan Dutta, therein described as the Confirming Party of the Second Part and INDIAN OIL EMPLOYEES TRUST, a Trust registered

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under the Indian Trust Act, 1882 having its Registered Office at 6/1B, Abdul Hasmid Street, Kolkata - 700 069, therein referred to as the Purchaser of the Third Part and One Pratul Mondal, therein also described as the Confirming Party of the Fourth Part, wherein the said Shibani Dutta with concurrence and consent of the said Nishith Narayan Dutta and Pratul Mandal for the consideration and on the terms and conditions mentioned therein sold, transferred and conveyed ALL THAT piece and parcel of Sali land measuring an area of 1.24 Acres be the same or a little more or less comprised in Dag Nos. 1615 - 1618 and 1620 under Khatian Nos. 1313, 920, 1267, 1290 and 879 situated and lying at Mouza Andharmanick, J.L. No. 153, Touzi No. 63/64, P.S. Bishnupur, District of South 24 Parganas absolutely and forever free from all encumbrances and charges whatsoever.

PART-II

- 1. By inheritance and as well as by a Deed of Gift made by one Sarat Chandra Mondal, therein described as the Donor of the One Part and One Sri Pratul Mondal, Sri Atul Mondal and Sri Mrigandra Nath Mondal, therein described as the Donees of the Other Part, the said Sarat Chandra Mondal gifted away ALL THAT piece and parcel of Sali land measuring about 15.70 Acres situated and lying at Mouza Andharmanick, P.S. Bishnupur, District South 24 Parganas unto and in favour Sri Pratul Mondal and others.
- 2. By a Family Deed of Settlement dated 25th November, 1965 made between the said Sri Pratul Mondal, therein described as the First Party, the said Sri Atul Mondal therein described as the Second Party and the said Sri Mrigandra Nath Mondal, therein described as the Third Party and registered in Book No. I, volume No. 98, Pages 275 to 284, Deed No. 1066 for the year 1965 at the Office of the Sub-Registrar of Bishnupur, South 24 Parganas, settled mutually their

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respective shares and divided the said Sali land as aforesaid amongst them.

- 3. By virtue of the herein before recited Deed of Settlement, the said Sri Mrigandra Nath Mondal became the absolute owner of ALL THAT piece and parcel of land measuring about 5 Acres and 21 Satak; 72 Satak in Dag No. 727 under Khatian No.280, 26 Satak in Dag No. 1619 under Khatian No. 978, 76 Satak in Dag No. 1590 under Khatian No. 976; 61 Satak in Dag No. 1594 under Khatian No. 861, 4 Satak in Dag No. 1593 under Khatian No. 861, 13 Satak in Dag No. 707 under Khatian No. 838; 22 Satak in Dag No. 3053 under Khatian No. 180; 20 Satak in Dag No. 712/768 under Khatian No. 837; 14 Satak in Dag No. 3084 under Khatian No. 176; 13 Satak in Dag No. 3131 under Khatian No. 176; 34 Satak in Dag No. 3129 under Khatian No. 176; 45 Satak in Dag No. 3090 under Khatian No. 178; 5 Satak in Dag No. 3064, 7 Satak in Dag No. 3071, 22 Satak in Dag No. 3072, 1 Satak in Dag No. 3073, 12 Satak in Dag No. 3151, all in Khatian No. 179; 1 Satak in Dag No. 3083, 22 Satak in Dag No. 3134, 31 Satak in Dag No. 3129, all in Khatian No. 226; 15 Satak in Dag No. 3162, 8 Satak in Dag No. 3163, both under Khatian No. 997.
 - 4. By another Indenture dated 4th May, 1995 duly registered in the office of the Sub-Registrar of Bishnupur, District South 24 Parganas and entered in Book No. I, Deed No. 2505 for the year 1995 made between the said Sri Mrigandra Nath Mondal therein described as the Vendor of the First Part and the said INDIAN OIL EMPLOYEES TRUST, a Trust registered under the Indian Trust Act, 1882 having its Registered Office at 6/1B, Abdul Hasmid Street, Kolkata 700 069, therein referred to as the Purchaser of the Second Part and the said Pratul Mondal and Atul Mondal, therein also described as the Confirming Party of the Third and Fourth Part respectively, wherein the said Mrigandra Nath Mondal with concurrence and consent of the

Sanjoy Bose

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said Nishith Narayan Dutta and Pratul Mandal for the consideration and on the terms and conditions mentioned therein sold, transferred and conveyed ALL THAT piece and parcel of Sali land measuring an area of 26 Satak be the same or a little more or less comprised in Dag No. 1619 under Khatian No. 978 situated and lying at Mouza Andharmanick, J.L. No. 153, Touzi No. 63/64, P.S. Bishnupur, District of South 24 Parganas absolutely and forever free from all encumbrances and charges whatsoever.

PART - III

- 1. By virtue of the aforesaid 2 (Two) Nos. of Indentures both dated 4th May, 1995 as recited in the Part-I and Part-II of the Schedule hereinabove, the said INDIAN OIL EMPLOYEES TRUST became the sole and absolute owner of ALL THAT piece and parcel of Sali land measuring an area of 1.50 Acres be the same a little more or less situated and lying at Mouza Andhanmanick, J. L. No. 153, P.S. Bishnupur, District South 24 Parganas and comprised in Dag Nos. 1615- 1620 and 1621 and L. R. Khatian No. 679 and hereinafter collectively referred to as the "SAID PROPERTY".
- 2. Thereafter, the said INDIAN OIL EMPLOYEES TRUST subsequently recorded its name in the Record of Rights issued by the Office of the B.L. & L.R.O., Bishnupur-I, South 24 Parganas, Government of West Bengal and was seized and possessed the same by payment of all rates, taxes, revenues etc. to the Competent Authorities in lieu of its ownership into and upon the said land vide L.R. Khatian No. 679.
- 3. By an Order vide Memo No. 57 (C)18941-18943/P/02 dated 11th April, 2003, the Government of West Bengal through its Office of the District Land & Land Reforms Officer, South 24 Parganas, converted the classification of the said land from Sali to BASTU in favour of the said INDIAN OIL EMPLOYEES TRUST.

Sanjoy Bose
Advocate

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4. By virtue of 2 Nos. of Deeds of Conveyance dated 14th July, 2008 duly registered in the Office the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 7, Pages from 1970 to 1990, Being No. 02412 and Book No. I, CD Volume No. 7, Pages from 1991 to 2013, Being No. 02413 respectively for the year 2008, the said INDIAN OIL EMPLOYEES TRUST, as the Vendor of the One Part sold, transferred, conveyed, assigned and assured ALL THAT the entire property measuring an area of 1.50 Acres be the same a little more or less situated and lying at Mouza Andharmanick, J.L. No. 153, R.S. No. 287, Touzi No. 63/64 comprised in Dag Nos. 1615 - 1620 and 1621 under L.R. Khatian No. 679, P.S. Bishnupur, District South 24 Parganas unto and in favour of M/S. KHUSHI PROJECTS PRIVATE LIMITED, the Owner/Vendor herein at or for the valuable consideration mentioned therein free from all sorts of encumbrances, claims, hindrances, demands lispendenses, liens, charges, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS on or after acquisition of the said property, the said M/S. KHUSHI PROJECTS PVT. LTD. became the absolute owner ALL THAT piece and parcel of land measuring 1.50 Acres be the same a little more or less together with pucca structure measuring more or less 2000 sq ft under lying and situate at Mouza Andharmanick, J. L. No. 153, R.S. No. 287, Touzi No. 63/64 comprised in Dag Nos. 1615 - 1620 and 1621 under L.R. Khatian No. 679, P.S. & A.D.S.R. Office at Bishnupur within the jurisdiction of Andharmanick Gram Panchayet, District South 24Parganas more fully mentioned in the Schedule below and since then the Vendor herein is occupying and possessing the said property by doing all acts, deeds and things of ownership in its favour.

Sanjoy Bose Advocate

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Arup John Run Kawat
Partner

For RUPAM ENTERPRISE

Mithr Purkail

Partner



Additional Resident of Assurance

AND WHEREAS during enjoyment of the said property as absolute owner thereof due to reasons beyond its control, by a resolution the Director of the said M/S. KHUSHI PROJECTS PVT. LTD. intended to sell the said Property fully described in First Schedule hereunder written, on "AS IS WHERE IS" basis and having known such desire M/S. MANGALAM AGRO PRODUCTS LTD. The vendor herein and purchaser therein purchased the property on 10th June, 2011 and registered the same in the office of A.D.S.R. Bishnupur, South 24 Parganas and recorded in Book I, Volume No. 11, Pages from 2671 to 2694, being No. 03146 for the year 2011.

RECITAL II

WHEREAS Smt. Rita Dutta and Ankit Dutta Chowdhury, sold, transfer and conveyed their right, title and interest of ALL THAT a piece and parcel of sali land measuring 15(fifteen) decimal be the same a little more or less lying and situated at Mouza Andharmanik, J.L. No.153, Touzi No. 47 and 63/64, Khatian No.1313, Dag No. 1615 and under the Police Station: Bishnupur, Registry office A.D.S.R. Bishunupur, District: 24 Parganas (S) to one Sri Barindra Nath Ganguly son of Late Niranjan Ganguly resident of 60/49 Haripada Dutta Lane, P.S. Tollygaunge, Kolkata: 700033, by a Registered Deed of Conveyance dated 15.03.1995 which was registered before the Office of the District Sub Registry Office at Bishnupur and duly recorded in Book No. I, Volume No.8, Pages 385 to 404, being Deed No. 987 for the year 1995.

AND WHEREAS while thus seized, possessed and sufficiently entitled to the aforesaid landed property said Sri Barindra Nath Ganguly mutated his name in the books of record of the Andharmanik gram panchayat as the sole and absolute owner thereof and paid relevant taxes, rates and outgoings to the aforesaid competent authority in

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Partner

FOR RUPAM ENTERPRISE
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respect of the aforesaid 15(fifteen) decimal of land and received receipts against such payment regularly in his favour.

AND WHEREAS due to some reason, said Sri Barindra Nath Ganguly sold, transferred and conveyed a piece and parcel of Sali land measuring 9.95 decimal be the same a little more or less out of the aforesaid 15 decimal be the same a little more or less to Sri Protul Chandra Mondol, by way of a Bengali Deed of Conveyance dated 2nd May, 2012. The said Deed of Conveyance was registered before the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas and duly recorded in Book No. I, CD Volume No. 9, pages 2232 to 2243, being Deed No. 02830 for the year 2012.

AND WHEREAS by the strength of the aforesaid Deed of Conveyance, Protul Chandra Mondol became the absolute owner of the said plot of sali land measuring 9.95 decimal be the same a little more or less and mutated his name as the lawful owner thereof and paid relevant rates, taxes and outgoings to the Andharmanik gram panchayat in respect of his said plot of land

AND WHEREAS Protul Chandra Mondol due to urgent need of money declared for absolute sale of his piece and parcel of Sali land measuring 9.95 decimal more or less lying and situated at Mouza :Andharmanik, J.L. No.153, Touzi No. 47 and 63/64, khatian No.1313, Dag No. 1615 and under the Police Station: Bishnupur, Registry office A.D.S.R. Bishnupur, District: 24-Parganas (South), described in Second Schedule hereunder written, and having known such desire M/S. MANGALAM AGRO PRODUCTS LTD. The vendor herein and purchaser therein purchased the property on 4th October, 2012 and registered the same in the office of A.D.S.R. Bishnupur, South 24 Parganas and recorded in Book I, Volume No. 18, Pages from 3414 to 3432, being No. 06518 for the year 2012.

Sanjoy Bose
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Partner





AND WHEREAS by way of the two Deed of Conveyance as described in recital I and II, M/S. MANGALAM AGRO PRODUCTS LTD became the absolute owner of the said plot of lands as described in the third schedule hereunder written.

AND WHEREAS due to lawful reason M/S. MANGALAM AGRO PRODUCTS LTD decided to sale the property set out in the Third schedule and knowing the said intention of the Vendor herein the Purchaser agreed to purchase the property and entered into an Agreement for Sale dated 22.01.2014 thereafter executed a Supplementary Agreement dated 22.02.2014 and at the time of execution of the said Agreement for Sale, the third schedule property was handed over to the purchaser and the same is still under the possession and control of the said Purchaser.

AND WHEREAS the vendor herein did not execute and/or register the deed of conveyance of the third schedule property in favour of the purchaser and thereafter the purchaser herein filed a Suit for Specific Performance of the agreement for sale and Supplementary Agreement dated 22.02.2014 before the 10th Court of Civil Judge (Senior Division) at Alipore and the said suit was numbered as T.S. No 107 of 2017. However in the said suit the Vendor filed an application under section 8 of the Arbitration and conciliation Act 1996 thereby praying for sending the dispute to Arbitration in terms of the Arbitration clause as contained in the Supplementary Agreement dated 22.02.2014. The purchaser did not oppose the prayer contained in the said application under section 8 of the Arbitration And conciliation Act 1996 and accordingly the Learned Civil Judge (Senior Division) 10th Court at Alipore by its order dated 14th December 2020 referred the subject matter of Title Suit No 107 of 2017 to Arbitration.

AND WHEREAS by a letter dated 15th December, 2020 the purchaser approached the Learned Arbitrator to act in terms of the Arbitration clause

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as contained in the supplementary agreement dated 22nd February 2014 which is in aid to the main agreement for sale dated 22nd January 2014. Subsequently, the Vendor by its letter dated 18th December 2020 also gave their consent regarding appointment of the Arbitrator. With the consent of the purchaser and the Vendor the Arbitrator entered upon reference and the Arbitration was held before the Learned Sole arbitrator. On 26th December 2020 the Learned Sole Arbitrator passed the following order in his award:-

"Considering the facts and circumstances of the case I direct the respondent to execute and register the necessary deed of conveyance of the schedule property in favour of the Claimants within two weeks from the date of this award and the Claimants simultaneously with the execution and registration of the deed of conveyance of the schedule property will pay to the respondent a sum of Rs 1 lakh. In case if the respondent fails to execute and register the deed of conveyance of the schedule property in favour of the Claimants within two weeks from the date of this award than and in such event I appoint Mr Sanjoy Bose, Advocate bearing registration No WB/428/2000 of 2, Bethune Row, Kolkata 700006 to execute and register the deed of conveyance of the schedule property in favour of the Claimants for and on behalf of the respondent. In case, if service of Mr Sanjoy Bose is availed than the Claimants and the respondent shall pay a sum of Rs 25,000/- each to Mr Sanjoy Bose, Advocate as his remuneration".

AND WHEREAS after passing of the aforesaid Award since the Vendor did not execute and register the deed of conveyance of the property as set out in the schedule of the Award and therefore the purchaser filed Arbitration execution case No 34 of 2021 for executing the Award dated 26.12.2020 before the Learned District Judge at Alipore. The Arbitration execution case No 34 of 2021 was subsequently transferred to the court of the Learned Additional District Judge, Fast Track Court - I, Alipore, South 24 Parganas. The Arbitration execution case No 34 of 2021 was taken up by the Learned Court on 3rd March 2021 and on the said date the Learned Court after hearing the Learned Advocate for the Purchaser and the vendor was pleased to pass necessary orders inter alia directing the purchaser and the

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vendor to deposit Rs 25,000/- each by way of Demand draft of Nationalised Bank in the name of Sanjoy Bose, Advocate bearing registration No WB/428/2000 of 2, Bethune Row, Kolkata 700006. Mr Sanjoy Bose was directed to withdraw the DDs from the case record and thereafter Mr Sanjoy Bose, Advocate was directed to execute a sale Deed of the schedule mentioned property in favour of the purchaser in terms of the Arbitral Award within fifteen days thereafter. The copy of the Arbitral Award dated 26.12.2020 along with the copy of the order dated 3rd March 2021 passed by the Learned Additional District Judge, Fast Track Court - I, Alipore, South 24 Parganas in Arbitration Execution Case No 34 of 2021 is attached with this Deed.

NOW THIS DEED WITNESSETH THAT in pursuance of the sum of Rs. 1,00,000/- (Rupees One Lakh) only paid as per the Arbitral Award dated 26.12.2020 and in consideration of the said sum of Rupees 1,30,00,000/- (Rupees One Crore Thirty Lakhs) paid by the above named Purchaser to the above named Vendor, simultaneously with the execution of these presents the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the said Vendor herein release and discharge the Purchaser and the said property morefully and particularly described in the Third Schedule hereunder written and the map with Red border is also annexed herewith to the Vendor herein as beneficial, full and absolute owner do hereby grant, convey, sell, transfer, assign and assure unto and to the use of the said Purchaser free from all encumbrances, ALL THAT piece and parcel of land measuring 96 cottahs, i.e.159.95 decimals, together with pucca structure measuring more or less 2000 sq ft under (Dag No 1620) lying and situate at Mouza Andharmanick, J. L. No. 153, R.S. No. 287, Touzi No. 63/64 comprised in Dag Nos. 1615 - 1620 and 1621 under L.R. Khatian No. 679, P.S. Bishnupur, District South 24 Parganas including piece and parcel of Sali land in J.L. No.153, Touzi No. 47 and 63/64, khatian No.1313, Dag No. 1615 and under the Police Station

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:Bishnupur, Registry office A.D.S.R. Bishnupur, District : 24-Parganas (South) with its easements right, attached thereto more fully and particularly described in the Third Schedule hereunder written TOGETHER WITH rights, lights, liberties, water, easement and appurtenances whatsoever to the said property and premises belonging to or in any appertaining to or usually hold or occupied herewith or reputed to, belong or be appurtenant thereto and ALL THAT the estate, right, title, interest, claim and demand whatsoever of the Vendor unto or upon the same and every part thereof in law and equity to enter upon AND TO HAVE AND TO HOLD own and possess the same unto and to the use of the Purchaser his heirs, executors, administrators, representatives and assigns absolutely and forever together with title deeds, writings, muniments and other evidences and the Vendor do hereby covenants with the Purchaser its heirs, executors, administrators, representatives and assigns notwithstanding any acts, deeds things heretofore done, executed or knowingly suffered to the contrary the Vendors are now lawfully seized and possessed of the said property free from any encumbrances, attachments or defects of the title whatsoever and that the Vendor have full power and absolute authority to sell the said property in has or through tenants without any claim or demand whatsoever from the Vendor or any person or persons claiming through or under them and FURTHER THAT the Vendor his heirs, executors, administrators, or assigns covenants with the Purchasers their heirs, executors, administrators and assigns to keep harmless, indemnify and keep in indemnified the Purchaser his heirs, administrators or assigns from or against all encumbrances, charges and equities whatsoever and the Vendor his heirs, administrators, executors and assigns further covenant that they shall at the request and cost of the Purchaser his heirs, administrators, executors, or assigns do or execute or cause to

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be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according the term intent and meaning of this Deed.

FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of land measuring an area of 1.50 Acres equivalent to 90 (Ninety) Cottahs be the same a little more or less together with pucca structure measuring 2000 sq ft a little more or less lying and situate at Mouza Andharmanick, J. L. No. 153, R.S. No. 287, Touzi No. 63/64 comprised in Dag Nos. 1615 - 1620 and 1621 under L. R. Khatian No. 679, P.S. Bishnupur, District South 24 Parganas, khatian and dags are as follows:

LR Khatian No.	L.R. & R.S. Dag No.	Total Land	Sold land
679	1615	42 Dec	12 Dec
679	1616	44 Dec	22 Dec
679	1617	17 Dec	17 Dec
679	1618	27 Dec	27 Dec
679	1619	26 Dec	26 Dec
679	1620	71 Dec	45 Dec
679	1621	1-38 Dec	01 Dec

Total land measuring 1.50 Acres

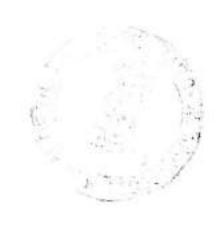
equivalent to 90 (Ninety) Cottahs within the limits of Andharmanick gram Panchayet under (Bishnupur Panchayet Samity) under P.S. and A.D.S.R office Bishnupur, D.S.R Office Alipore, in the District of South 24 Parganas and which is butted and bounded as follows:

Sanjoy Bose Advocate

(M) - 9830271061 E-mail: sohom27/igmail.com FOR RUPAM ENTERPRISE

Arup for Partner

For RUPAN ENTERPRISE
Mithu Purkit



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On the North: By R.S. & L.R. Dag No. 1609 & 1611

On the South: By R.S. & L.R. Dag No. 1622

On the East : By Road

On the West : By R.S. & L.R. Dag No. 1621(P)

SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of Sali land measuring 9.95 decimal more or less lying and situated at Mouza: Andharmanik, J. L. No.153, Touzi No. 47 and 63/64, Khatian No.1313, Dag No. 1615 and under the Police Station: Bishnupur, Registry office A.D.S.R. Bishnupur, District: 24-Parganas (South) which is delineated in the map or plan annexed hereto and shown therein by 'RED' border and all easement rights pertaining to the said land and the said structure and the said property butted and bounded as under:

ON THE NORTH: - Dag No. 1611.

ON THE SOUTH :- Remaining land of Barindra Nath Ganguly.

ON THE WEST :- Land of Mangalam Group.

ON THE EAST :- 4ft wide Road.

For RUPAM ENTERPRISE

nup k. Rmkou

Millia Purkail

(M) - 9830271061 E-mail : sohom27@gmail.com





THIRD SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of land measuring 96 cottahs, i.e.159.95 decimals, together with pucca structure measuring more or less 2000 sq ft under (Dag No 1620) lying and situate at Mouza Andharmanick, J. L. No 153, Touzi No 63/64, Pargana Magura, under respective Dag Nos. and Khatian Nos. as follows:-

Khatian No	Dag No	Land area
679	1615	12 decimals
679	1616	22 decimals /
679	1617	17 decimals
679	1618	27 decimals
679	1619	26 decimals
679	1620	45 decimals /
679	1621	01 decimals
1313	1615	09.95 decimals /
	Total	159.95 decimals i.e.
		96 Cottahs

P.S Bishnupur, within the limits of Andharmanick Gram Panchayat inclusive of all easement rights, title and interest and possession of the Vendor of the said property and butted and bounded as follows:-

ON THE NORTH

Dag Nos. 1609 & 1611;

ON THE SOUTH

Dag No 1622;

ON THE EAST

Road;

ON THE WEST

Dag No 1621 (P);

Sanjoy Bose

(M) - 9830271961 E-mail : sohom27@gmail.com FOR RUPAM ENTERPRISE

Arus Kon Run Kould

For RUPAM ENTER RISE

Milhu Purkoit

Partner



Additional description of Assurance 1 7000 2000

IN WITNESS WHEREOF the Parties herein does hereby set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of:

WITNESSES:

1. Palesh Dobnath

ODELTA HOUSE THEROW,
R-713,
4. GOUT. Place (H)

KOL-700001

2. Asit Narkar Viil - Chak Roshum mand P.O-Bettsberia P.S-Bishowpu, Pin-743503 Sanjoy Bose
Advocate
(MI - 9830271061

(M) - 9830271061 E-mail : sohom27@gmail.com

(VENDOR)

For RUPAM ENTERPRISE

Partner

FOR RUPAM ENTERPRISE
Mithur Purkait
(PURCHASER)

Drafted & Identified by

PRIYANKAR BASU MALLICK

Advocate

"Delta house" 7th Floor, Room No. 713,

4, Government Place (North),

Kolkata -700001.

Ph- 9830598453.

W-F | 502 | 701 | 2018



Assurance in Calcate

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs) only towards the total consideration of the aforesaid property from the within named PURCHASER as mentioned in the Arbitral Award dated 26.12.2020.

RECEIVED a sum of Rs. 1,00,000/- (Rupees One Lakhs) only towards further consideration of the aforesaid property from the within named PURCHASER as mentioned in the Arbitral Award dated 26.12.2020.

WITNESSES:

1. Palash Debrath CDELTA HOUSE' R-713, Floor-tin 4, Gent. Plaze(N), KOLKATA -700001

2. Asit Norkar vill-Chak Rosen monda P.o-Beth Deria P.s-Bishoupen -Bin - 743(503 Sanjoy Bose

(M) - 9830271061

E-mail: sohom27@gmail.com

SIGNATURE OF VENDOR



Additional they Lar of Assuptions of the Lar of

THAN SEE

SITE PLAN AT MOUZA MOUZA- ANDHARMANICK, J.L. NO.- 153, R.S. NO.- 287, LR KH NO - 679, 1313 ,DAG NO - 1615, 1616, 1617, 1618, 1619, 1620 , 1621 ,PS- BISHNUPUR , SOUTH 24 PGS. AREA OF LAND:- 159.95 SATAK (APP.)

AREA OF LAND: - 159.95 SATAK (APP.)		
N	DAG NO.	AREA IN SAT.
1. ~ \	1615	21.95
W-STATE OF THE STATE OF THE STA	1616	22.00
ALE :- 1"=60'-0"	1617	17.00
E1-00-0	1610	26.00
1 80.	1620	45.00
1 80	1621	0.010
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Sanjoy Bose For RUPAM ENTERPRISE FOR RUPAM ENTI	ERPRISE PRA	SANTA KR. NAS
Advocate Any fr. Rinfout million	P. OV. IL CVIL	ENGINEER, KINLO., Regd. L.B.S. No.

SIG OF VENDEE'S

Partner

Partner

(M) - 9830271061

E-mail: sohom27@gmail.com
SIG OF VENDOR`S

SIG OF L.B.S.



Additional Registrar of Assurances III Molkata

1 7WR 202

N/ N



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192020210209474241

GRN Date:

20/01/2021 12:32:11

BRN:

315928022

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

AXIS Bank

BRN Date:

20/01/2021 12:01:13

Payment Ref. No:

2000026835/7/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

RUPAM ENTERPRISE

Address:

daulatpur pailan bishnupur 700104

Mobile:

8296881035

Depositor Status:

Buyer/Claimants

Applicant's Name:

Mr SUJIT ROY

Identification No:

2000026835/7/2021

Remarks:

Sale, Sale Document

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)	
1	2000026835/7/2021	Property Registration- Stamp duty	0030-02-103-003-02	1851654	
2	2000026835/7/2021	Property Registration-Registration Fees	0030-03-104-001-16	308620	

Total

2160274

IN WORDS:

TWENTY ONE LAKH SIXTY THOUSAND TWO HUNDRED SEVENTY FOUR ONLY.

(M) - 9830271061 E-mail: sohom27@gmail.com For RUPAM ENTERPRISE

For RUPAM ENTERPRISE Mither Purkait

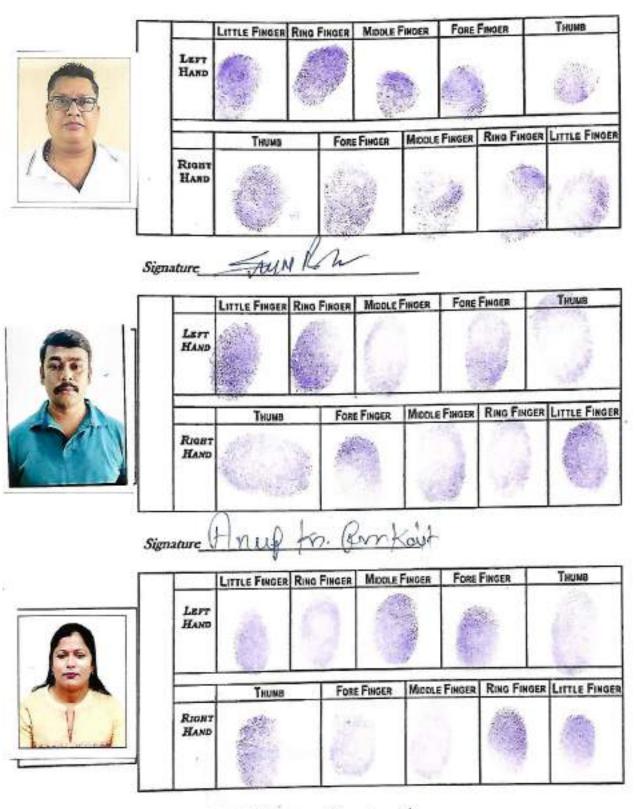
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PAGE NO. SPECIMEN FORM FOR TEN FINGERPRINTS



Signature Millow Purkait



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1 7MAR EQUI

MICHAELAX DEPARTMENT MANGALAM AGRO PRODUCTS

भारत सरकार GOVT.OFINDIA



18/05/2009

Permanent Account Number

AAGCM0547H

Signature

Sanjoy Bose

Advocate

(M) - 9830271061 E-mail : sohom27@gmail.com

MANGALAM AGRO PRODUCTS LIMITED.

Director



FOR RUPAM ENTERPRISE

Amp Jon. Rom Kail

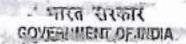
SICOMETAX DEPARTMENT GOVT. OF INDIA
SANJOY BOSE
SHYAMAL KUMAR BASU

10/10/1974

Permanent Account Number AFOPB0342R

Signature

MANGE



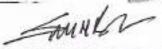


ভান্য (বাস Senjoy Bose শিতা : শ্যামদ (বাস Father : SHYAMAL BOSE জন্ম মান / Year of Birth : 1974 পুরুষ / Male



9073 5984 1270

আধার - সাধারণ মানুষের অধিকার.





ভারতীয় বিশিষ্ট পরিচয়-প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা: ২৮/৩বিঁ, বিভন রো, বিভন স্টীট এস.ও, কোগকাতা, পশ্চিমবঙ্গ, 700006

Address: 28/3B, BEADON ROW, Beadon Street S.O, Beadon Street, Kolkata, West Bengal, 700006



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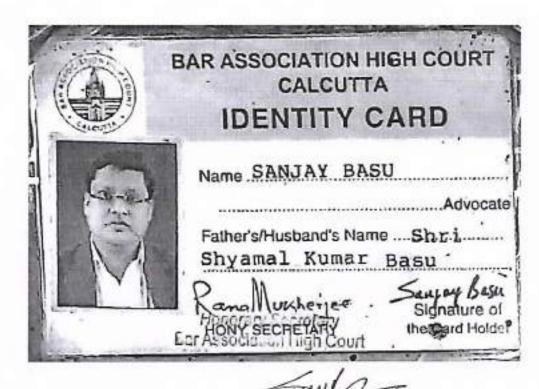
halp@uldal.gov.in

WWW

www.uldal.gov.in

P.O. Box Ng. 1947. Bengaluru-560 001

ANNIN



CARD NO. 6363 DATE OF MEMBERSHIP 201 24.01.2014

ADDRESS 28/3B, Beadon Row, Kolkata - 700006,

West Benyal, INDIA

TEL: RES (033)2543-9206

CH. (033) 2242-8829

MOBILE: +91(0)9830271061

ENROLMENT NO. WB/428/2000

ENROLMENT DATE 09.03.2000

AND MB2



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ভারত সরকার

nique Identification Authority of India Government of India

ভাবিকাভুক্তির আই ডি / Enrollment No.: 2010/00510/06203

অনুণ কুদার পুরক্টান্ত Anup Kumar Purkart

S/O: Balkunthe Purkait SARDAR PARA

Daviatour(ct)

Pallanhat

Bishnupur - I South 24 Pargenas

West Bengal 700104

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আপদার আধার সংখ্যা / Your Aadhaar No. :

5852 1946 5335

আমার আধার, আমার পরিচয়



ভারত সরকার Government of India



अनुत्र कुमात पुराकारेल Anup Kumar Purkait वयाराविष / DOB 04/08/1976



5852 1946 5335

আমার আধার, আমার পরিচয়







তথ্য

- আযার পরিচয়ের প্রমাপ, নাগরিকত্বের প্রমাণ নম !
- পরিচমের প্রমাণ অললাইন প্রমাণীকরণ ছারা লাভ कक्षण ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online .
- আধার সারা দেশে মান্য !
- আখার ভবিষ্যাতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



लावर प्राथित स्मित्रक शासकता<u>ण</u> Unique Identification Authority of India

ठिकानाः পাড়া, দৌলকপুর (সিটি), শৈলামহাট, দান্তিল ২৪ পরসমা,

Address. এম/ও: বৈকৃষ্ঠ পুরকাইভ, দালনার S/O: Bakuntha Purkat, SARDAR , PARA, Daulatour(ot), Parlament. South 24 Parganas, Bishnupur - I. বিকুপুর 1, গদিন বল, 700104 West Bengal, 700104

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ভারত সরকার

Unique Identification Authority of India

Government of India

ভাগিকাভূতির আই ডি / Enrollment No.: 2010/00510/06204

To
Fig Yearise
Mithu Purkait
WO: Anup Kusser Purkait
SARDAR PARA
Daulatpur(ct)
Pallanhet
Blahnupur - I South 24 Pargenas
West Bengal 700104
\$\frac{4}{2}\$ 6296801035





আপনার আধার সংখ্যা / Your Aadhaar No. :

3128 1674 1616

আমার আধার, আমার পরিচয়



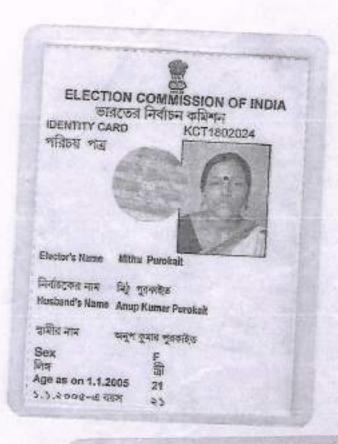
তারত সরকার

দিঠু পুৰুষ্টত Mithu Punkast জন্মভানিয় / DOB : 01/01/1981 মহিলা / Female



3128 1674 1616

আমার আধার, আমার পরিচয়



Osukabpur Sandar Para Kulerdanri Bishnopur South 24 Pargenas 743612

নীগৰণুত নৰপাৰ শান্তা সুপোলাকী বিভূপুত ৰবিলা ২৪ সালালা। প্ৰকাৰ ১২

Facsimile Signature Electoral Registration Officer Sides Seres with side

Assembly Constituency: 110-Bishnupur East (SC)

ভিনেত্তা নিৰ্বাদ কেন : ১১০-নিকুপুন পূৰ্ব (কপ্ৰিনী আহি)

District/Sourc 24 Pergeron

द्रभागाः वृत्तिम २,० वरणा

Cate: 24,67,5006

कारिय: २.ज.०५, ५,०००

Miller Purkait



भारत सरकार GOVERNMENT OF INDIA



ভিয়মত বদু মহিক Priyankar Basu Malkok পিতা : পান বসু মহিক Father : PARTHA BASU MALLICK বাছ সম / Year of Bith : IPAF দুক্তব / Male



8128 9475 8337

আধার - সাধারণ মানুষের অধিকার

Lell. Advocate.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

টিকসী: 40/194, স্থা খোলার মহিক পেন, বৌধানার, কটবানার, কোলকানা, বণিচনার, 200012 Address: 40/1C, SRI GOPAL MALLICK LANE, BOWBAZAR, Bowbazar S.O., Bowbazar, Kolkata, West Bengal, 700012



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www.udugyrr

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Arbitration Execution 34/21

Order No. 08 10.03.21

The Ld. Advocate for the Decree Holder , the Ld. Advocate for the Judgement Debtor and Sri Basu are present before the court.

The draft copy that have been submitted before this Executing Court is verified and approved by the the Ld. Advocate for the Judgement Debtor.

There is no further impedement for Mr. Basu to act in accordance with the Arbitral Award and to execute the said Deed as per direction given in the Arbitral Award.

In this regard let a copy of the Arbitral Award and copy of the draft so approved duly certified by the BC - I of this court and copy of the draft so approved and duly certified by the BC - I of this court be provided to Sri Basu for further action in terms of the Arbitral Award within the date fixed.

Be it further mentioned that the incidental expenditure relating to the execution of the said Deed be borne by the Decree Holder and in accordance with the terms of the Arbitral Award.

Sri Basu be delivered with the two drafts personally with note in the record .

Let a copy of the order dt. 09.03.21 along with the copy of this order be handed over to Sri Basu.

To 09.04.21 for compliance by Sri Basu and for appearance of the Ld. Advocates of both the sides .

1" Court Parganas .

(SUVADIP CHOWDHURY)

Additional District Judge Fast Track 1" Court ,

Alipore , South 24 Parganas .

Addl. District Juage Paut Track 1st Court, Alberta: 24-Parganes (8)

JID NO: WB840

addl. District Juage Fast Track 1st Court,



পশ্চিময়ণ্ডগ पश्चिम बंगाल WEST BENGAL

L 168065

Will William



IN THE MATTER OF ARBITRATION

BETWEEN

Rupam Enterprises & Ors.

.....Claimant

And

M/s Mangalam Agro Products Ltd.

...... Respondent

Prosecto Banges

শ্বর - প্রকাশ বিশ্ব বি



AWARD

By a letter dated 15th December, 2020 I was approached by the Claimants thereby requesting me to act as the Arbitrator in terms of the Arbitration clause as contained in the supplementary agreement dated 22nd February 2014 which is in aid to the main agreement for sale dated 22nd January 2014. Subsequently, the respondent by its letter dated 18th December 2020 also gave their consent regarding my appointment as the Arbitrator. With the consent of both the Claimants and respondent I entered upon reference and the first sitting of the Arbitration was held on 19th December 2020. Due to the pandemic situation both parties agreed that the dates be fixed orally at their presence and therefore sending of notice by registered post was dispensed with. On 19th December 2020 after entering upon reference I requested the Claimants to file its statement of claim. It was submitted by the Claimants that their statement of claim is ready and they can file it by 22nd December 2020. The Claimants was directed to file its statement of claim by 22nd December 2020 with a copy to be forwarded to the respondent. The hearing was fixed on 22nd December 2020 at my chamber.

On 22nd December 2020 the Claimants filed its statement of claim with documents. The respondent submitted that they will not file any counter statement to the statement of claim and further submitted that the documents being Annexure A and Annexure B to the statement of claim are admitted documents therefore they do not have any objection if the same are

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marked as exhibits. I accordingly with the consent of the parties marked the agreement for sale dated 22nd January 2014 as Exhibit "A" and the supplementary agreement dated 22nd February 2014 as Exhibit "B".

The Claimants in the instant arbitration proceeding through its statement of claim has claimed an award for specific performance of Exhibit "A" as against the respondent. The Claimants and the respondent both requested me for speedy disposal of the arbitration proceedings and agreed to argue before me on 23rd December, 2020. Accordingly on 23rd December, 2020 I fixed the hearing of the arbitration matter.

On 23rd December, 2020 the Claimants duly represented by one of its partner namely Anup Kumar Purkait appeared before me and submitted that initially the Claimants had filed a suit for specific performance of the agreement for sale dated 22rd January 2014 against the respondent before the Court of the Learned Civil Judge (Senior Division) 10th Court at Alipore being Title Suit No 107 of 2017. However in the said suit the respondent filed an application under section 8 of the Arbitration and conciliation Act 1996 thereby praying for sending the dispute to Arbitration in terms of the Arbitration clause as contained in Exhibit B which is in aid to Exhibit "A". The Claimants herein being the plaintiff therein did not oppose the prayer contained in the said application under section 8 of the Arbitration And conciliation Act 1996 and accordingly the Learned Civil Judge (Senior

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Division) 10th Court at Alipore by its order dated 14th December 2020 referred the subject matter of Title Suit No 107 of 2017 to Arbitration.

The Claimants further submitted that an agreement for sale was entered upon in writing between the Claimants and the respondent herein on 22nd January, 2014 (Exhibit "A") whereby and where under the respondent agreed to sale and the Claimants agreed to purchase a piece and parcel of land with pucca structures details of which is set in a schedule at the bottom of this award (hereinafter called and referred to as the "schedule property") at an agreed consideration of Rs. 1.55 crore, out of which Claimants at the time of execution of Exhibit "A" had already paid to the respondent a sum of Rs. 40 lakhs being the part consideration of the sale. Subsequent thereto a supplementary agreement dated 22nd February, 2014 (Exhibit "B") was executed by and between the Claimants and the respondent in aid to Exhibit "A" whereby and where under the parties agreed to reduce the consideration from 1.55 crores to 1.30 crores. It was further submitted by the Claimants that till 25th September, 2014 the Claimants has paid to the respondent the agreed consideration of Rs. 1.30 crore and the Claimants was also handed over possession of the schedule property by the respondent on 25th September, 2014. The Claimants further submits that after receiving the possession of the schedule property the Claimants several times requested the respondent to execute and register the deed of conveyance of the schedule property in favour of the Claimants

Pedbudder Banges

but the respondent has failed and/or neglected to execute and register necessary deed of conveyance of the schedule property in favour of the Claimants. The Claimants in this arbitration proceedings therefore prays before this Arbitral Tribunal for directing the respondent to execute and register deed of conveyance of the schedule property in favour of the Claimants.

The respondent represented by its director namely Mr. Ujjal Sikder appears before me and submits that the respondent has received the entire agreed consideration from the Claimants and has also handed over possession of the schedule property in favour of the Claimants but did not able to execute and register the necessary deed of conveyance in favour of the Claimants due to the fact that the respondent had requested the Claimants to pay a further sum of Rs. 5 lakhs to the respondent in addition to the agreed consideration which the Claimants has refused. It has been further submitted by the respondent that if the Claimants pays a further sum of Rs. 5 lakhs to the respondent than and in such event the respondent will execute and register deed of conveyance of the schedule property in favour of the Claimants.

The Claimants in his reply denied such submission of the respondent and submitted that the Claimants has paid to the respondent the entire consideration of the schedule property and therefore the respondent is not entitled to receive anything from the Claimants. The Claimants however

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submits that without prejudice to what has been recorded in Exhibit "A" and Exhibit "B" the Claimants is ready and willing to pay to the respondent a further sum of Rs. 1 lakhs.

After hearing the rival submissions of the parties and after perusing Exhibit "A" and Exhibit "B" I find that the Claimants had already paid the entire consideration of the purchase to the respondent and has been put to possession of the schedule property by the respondent. The Claimants is therefore legally entitled to have the deed of conveyance of the schedule property executed in favour of the Claimants by the respondent.

I do not find any merit in the submission of the respondent and on the contrary I find that the respondent has received the entire consideration of the purchase from the Claimants and therefore the respondent under any circumstances is not entitled to receive further sum of Rs. 5 lakhs from the Claimants. I find it is the Claimants who despite of making payment of the entire consideration has been deprived by the respondent from getting the execution and the registration of the deed of conveyance of the schedule

MONSONER I May the Shiman's in all Sairness are ready and willing to pay a further sum of Rs I lakh to the respondent despite of the fact that the Claimants has already paid the entire agreed consideration to the respondent which the respondent has admitted in this proceeding.

Peobudlea Banges

Considering the facts and circumstances of the case I direct the respondent to execute and register the necessary deed of conveyance of the schedule property in favour of the Claimants within two weeks from the date of this award and the Claimants simultaneously with the execution and registration of the deed of conveyance of the schedule property will pay to the respondent a sum of Rs 1 lakh. In case if the respondent fails to execute and register the deed of conveyance of the schedule property in favour of the Claimants within two weeks from the date of this award than and in such event I appoint Mr Sanjoy Bose Advocate bearing registration No WB/428/2000 of 2, Bethune Row, Kolkata 700006 to execute and register the deed of conveyance of the schedule property in favour of the Claimants for and on behalf of the respondent. In case, if service of Mr Sanjoy Bose is availed than the Claimants and the respondent shall pay a sum of Rs 25,000/- each to Mr Sanjoy Bose Advocate as his remuneration.

With the aforesaid observations this Arbitration proceedings is disposed of.

SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of land measuring 96 cottahs, i.e. 1.59.95 decimals, together with pucca structure measuring more or less 2000 sq ft under (Dag No 1620) lying and situate at Mouza Andharmanick, J. L. No 153, Touzi No 63/64, Pargana Magura, under respective Dag Nos. and Khatian Nos. as follows:-

Perchudden Banupes

Khatian No	Dag No	Land area
679	1615	12 decimals
679	1616	22 decimals
679	1617	17 decimals
679 - //	1618	27 decimals
679 //	1619	26 decimals
679 / /	1620	45 decimals
679 / /	1621	01 decimals
1313	1615	09.95 decimals
	Total ,	1.59.95 decimals i.e.96 Cottahs

P.S Bishnupur, within the limits of Andharmanick Gram Panchayat inclusive of all easement rights, title and interest and possession of the Vendor company of the said property and butted and bounded as follows:-

ON THE NORTH Dag Nos. 1609 & 1611;

ON THE SOUTH Dag No 1622;

ON THE EAST Road;

ON THE WEST Dag No 1621 (P);

I have passed this award on the 26th Day of December 2020

Prabuddha Banerjee Alias Raja Banerjee

Peopleeddea

Arbitrator

costition to be true copy.

Tarun kuma Grah

Benot ol

Part Frank Court





Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192020210209474241

GRN Date:

20/01/2021 12:32:11

BRN:

315928022

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

AXIS Bank

BRN Date:

20/01/2021 12:01:13

Payment Ref. No:

2000026835/7/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

RUPAM ENTERPRISE

Address:

daulatpur pailan bishnupur 700104

Mobile:

8296881035

Depositor Status:

Buyer/Claimants

Applicant's Name:

Mr SUJIT ROY

Identification No:

2000026835/7/2021

Remarks:

Sale, Sale Document

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000026835/7/2021	Property Registration- Stamp duty	0030-02-103-003-02	1851654
2	2000026835/7/2021	Property Registration-Registration Fees	0030-03-104-001-16	308620

T1882A

ESOS SALLS P

Total

2160274

IN WORDS:

TWENTY ONE LAKH SIXTY THOUSAND TWO HUNDRED SEVENTY FOUR ONLY.





Arbitration Execution 34/21

Order no 5 Dated 03.03.21

The record is taken up on the prayer of both the parties to this proceeding specifically the decree holder and judgement debtor in the form of a put-up application showing urgency in the matter and it has been pressed by both the parties before this court that the matter is to be taken up considering the urgency of the matter.

Heard the Ld. Advocates of both the sides in details,

Perused the entire execution proceeding that have been filed on 08.02.21.

The signed copy of the arbitral award ct. 25.12.20 is before this court.

The terms of the award have been specifically laid down therein. The Award is now to be executed as if it is a decree passed by a civil court and all provisions under Order 21 of the C.P.C would apply to this proceeding.

Thus the urgency in the matter is considered and the application is allowed as both the sides are represented by the Ld. Advocates.

The matter is taken up for passing the order.

It is evident from the case record that subsequent to the passing of the Arbitral Award, this Execution proceeding have been filed by the Decree Holder within the statutory period of two months as laid down in Order 21 Rule 22 of the G.P.C which is why no notice of showcause to the Judgment Debtor is required to be Issued from this executing court.

Since the Ld. Advocate on behalf of the Judgement Debtor have appeared in the proceeding by filing vokalatnama and authority on behalf of the judgement debtor company and raised no objection, there is no impedament to proceed with this execution proceeding and pass necessart orders.

The matter is considered in details.

On perusal of the Arbitral Award it is seen that the respondent/IDebtor have failed to execute and register the deed of conveyance of the scheduled property referred to in the Arbitral Award in favour of the claimart/DHolder within the time specified by the Arbitrator (of two weeks from the date of the Award). Neither side have produced any document before this Executing Court to show that any Appeal or further proceeding challanging the Award is pending before any court or to show that the instant proceedings have been duly stayed by any higher court.

Therefore, this court directs both the Decree Holder and the respondent/J Debtor to deposit Rs, 25,000/- each for the purpose of remmeration to Mr. Sanjay Bose, Ld Advocate bearing registration no.

Wiking Propose of Boshman Row Kolkera 700006 in the form of Demand Draft of Nationalized Bank of this name within the date mentioned.

It is further directed that on deposit of the aforesaid DDs by the Decree Holder and the Judgement Debtor, Mr. Sanjay Bose, Ld. Advocate shall be entitled to withdraw the DDs from the case

contd.....

Arbitration Execution 34/21

Contd...... order no 5 dt. 03.03.21

record on proper identification and then Sri Bose is directed to execute a Sale Deed in favour of the Decree Holder as laid down in the terms of the Arbitral Award in respect of the scheduled property mentioned therein within 15-fifteen days next.

Let the deposit of DDs be made within a week from this date and Mr. Bose, Ld. Advocate is directed to take all initiative within 15 days thereafter, so that such deed of conveyance be executed in favour of the Decree Holder and to reprot to the court herein with a copy of the IG form.

All other incidental expenses relating to the execution of the deed of conveyance be borne by the parties in equal share.

Fix 10.03.21 for compliance by both parties and for further orders.

Issue copy of the order to both the parties, and as well as to the Ld. Advocate Mr. Bose at the stated address for immediate compliance. Notice to the Ld Advocate to be given by the Decree Holder through court.

DVC by me,

sd. & challey

Addl. Dist. Judge, FTC - 1, Alipore, South 24 Parganas, 03.03.21

Addl. District Juage Fast Track 1st Court, Mpore, 24-Parganas (S)

Truo copy

Kem

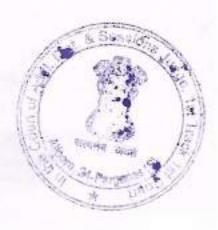
See

5 2 21.

sd. s. mindo

Addl.Dist.Judge . FTC T, Alipore . South 24 Parganas .

adl. District Juage ast Track 1st Court, ripore, 24-Pargenas (S)



Major Information of the Deed

Deed No :	I-1903-03184/2021	Date of Registration	17/03/2021	
Query No / Year	1903-2000026835/2021	Office where deed is re	egistered	
Query Date 05/01/2021 4:15:18 PM		1903-2000026835/2021		
Applicant Name, Address & Other Details	PALASH DEBNATH , 4 NO GOVT PLACE, DELTA HI BENGAL, PIN - 700001, Mobile N	OUSE,Thana : Hare Street, Dis No. : 8420329463, Status :Othe	strict : Kolkata, WEST ers	
Transaction		Additional Transaction		
[0101] Sale, Sale Documen	t	[4308] Other than Immo Agreement [No of Agree		
Set Forth value		Market Value		
Rs. 1,31,00,000/-		Rs. 3,08,30,550/-	1/4	
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 18,51,754/- (Article:23)		Rs. 3,08,620/- (Article:A	(1), E, M(a), M(b), I)	
Remarks				

Land Details:

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: ANDHAR MANIK, Mouza: Andharmanik, Jl No: 153, Pin Code: 700104

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1615	RS-679	Bastu	Bastu	12 Dec	5,00,000/-	22,68,000/-	Property is on Road Adjacent to Metal Road,
L2	RS-1616	RS-679	Bastu	Bastu	22 Dec	25,00,000/-	41,58,000/-	Property is on Road Adjacent to Metal Road,
L3	RS-1617	RS-679	Bastu	Bastu	17 Dec	15,00,000/-	32,13,000/-	Property is on Road Adjacent to Metal Road,
L4	RS-1618	RS-679	Bastu	Bastu	27 Dec	25,00,000/-	51,03,000/-	Property is on Road Adjacent to Metal Road,
L5	RS-1619	RS-679	Bastu	Bastu	26 Dec	25,00,000/-	49,14,000/-	Property is on Road Adjacent to Metal Road,
L6	RS-1620	RS-679	Bastu	Bastu	45 Dec	31,00,000/-	85,05,000/-	Property is on Road Adjacent to Metal Road,
L7	RS-1621	RS-679	Bastu	Bastu	1 Dec	1,00,000/-	1,89,000/-	Property is on Road Adjacent to Metal Road,
L8	RS-1615	RS-1313	Bastu	Shali	9.95 Dec	2,00,000/-	18,80,550/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			159.95Dec	129,00,000 /-	302,30,550 /-	
	Grand	Total:			159.95Dec	129,00,000 /-	302,30,550 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	2,00,000/-	6,00,000/-	Structure Type: Structure
	Gr. Floor, Area of fl Tin Shed, Extent of			emented Floor,	Age of Structure: 0Year, Roof Type
		Completion, Col	ubiere		

Seller Details:

SI No	Name,Address,Photo,Finger print and Signature
1	MANGALAM AGRO PRODUCTS LIMITED 170/3, SANTOSH ROY ROAD, P.O:- BEHALA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061, PAN No.:: AAxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

Buyer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	RUPAM ENTERPRISE VILL DAULATPUR, P.O:- PAILAN, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104, PAN No.:: AAxxxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

Name,Address,Photo,Finger print and Signature							
1 Name	Photo	Finger Print	Signature				
Mr SANJOY BOSE (Presentant) Son of Mr SHYAMAL KUMAR BOSE Date of Execution - 17/03/2021, Admitted by: Self, Date of Admission: 17/03/2021, Place of Admission of Execution: Office			Junk -				
The street of th	Mar 17 2021 3:09PM	LTI 17/83/2021	17)03/2021				
, 2,BETHUNE ROW, P.O:- BE 700006, Sex: Male, By Caste: Aadhaar No: 90xxxxxxxx1270 PRODUCTS LIMITED (as EX	ADON STREET Hindu, Occupat Status : Repres	, P.S:- Burtola, District ion: Service, Citizen of	:-Kolkata, West Bengal, I f: India, , PAN No.:: AFxxx				

Mr ANUP KUMAR PURKAIT
Son of Mr BAIKUNTHA
PURKAIT
Date of Execution 17/03/2021, Admitted by:
Self, Date of Admission:
17/03/2021, Place of
Admission of Execution: Office

May 17 2021 3:10PM

LTI
17/03/2021

SARDAR PARA, DAULATPUR, P.O:- PAILANHAT, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AMXXXXXX1K, Aadhaar No: 58xxxxxxxx5335 Status: Representative, Representative of: RUPAM ENTERPRISE (as PARTNER)

Name	Photo	Finger Print	Signature
Mrs MITHU PURKAIT Daughter of Mr ANUP KUMAR PURKAIT Date of Execution - 17/03/2021, Admitted by: Self, Date of Admission: 17/03/2021, Place of Admission of Execution: Office			melha Purkall
	Mar 17 2021 3:10PM	LTI 17/03/2021	17/03/2021

SARDAR PARA, P.O:- PAILANHAT, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: BRxxxxxx8P, Aadhaar No: 31xxxxxxxx1616 Status: Representative, Representative of: RUPAM ENTERPRISE (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr PRIYANKAR BASU MALLICK Son of Mr PARTHA BASU MALLICK , 4 NO GOVT PLACE, DELTA HOUSE, P.O:- G P O, P,S:- Hare Street, District:- Kolkata, West Bengal, India, PIN - 700001			DIA-Mal.
	17/03/2021	17/03/2021	17/03/2021

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1 /	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-12 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-22 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-17 Dec
Transi	fer of property for L4	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-27 Dec
Transi	fer of property for L5	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-26 Dec
Trans	fer of property for L6	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-45 Dec
Transi	fer of property for L7	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-1 Dec .
Transi	fer of property for L8	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-9.95 Dec
Transi	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	MANGALAM AGRO PRODUCTS LIMITED	RUPAM ENTERPRISE-2000.00000000 Sq Ft

On 16-03-2021

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 3,08,30,550/-

Sunda.

Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA

Kolkata, West Bengal

On 17-03-2021

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.

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

Presented for registration at 14:55 hrs on 17-03-2021, at the Office of the A.R.A. - III KOLKATA by Mr SANJOY BOSE ...

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

Execution is admitted on 17-03-2021 by Mr SANJOY BOSE, EXECUTOR, MANGALAM AGRO PRODUCTS LIMITED, 170/3, SANTOSH ROY ROAD, P.O.- BEHALA, P.S.- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061

Indetified by Mr PRIYANKAR BASU MALLICK, , , Son of Mr PARTHA BASU MALLICK, , 4 NO GOVT PLACE, DELTA HOUSE, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 17-03-2021 by Mr ANUP KUMAR PURKAIT, PARTNER, RUPAM ENTERPRISE, VILL DAULATPUR, P.O:- PAILAN, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104

Indetified by Mr PRIYANKAR BASU MALLICK, , , Son of Mr PARTHA BASU MALLICK, , 4 NO GOVT PLACE, DELTA HOUSE, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001. by caste Hindu, by profession Advocate

Execution is admitted on 17-03-2021 by Mrs MITHU PURKAIT, PARTNER, RUPAM ENTERPRISE, VILL DAULATPUR, P.O.: PAILAN, P.S.: Bishnupur, District: South 24-Parganas, West Bengal, India, PIN - 700104

Indetified by Mr PRIYANKAR BASU MALLICK, , , Son of Mr PARTHA BASU MALLICK, , 4 NO GOVT PLACE, DELTA HOUSE, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,08,404/- (A(1) = Rs 3,08,306/-,E = Rs 14/-,I = Rs 55/-,M(a) = Rs 25/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,08,620/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/01/2021 12:33PM with Govt. Ref. No: 192020210209474241 on 20-01-2021, Amount Rs: 3,08,620/-,
Bank: AXIS Bank (UTIB0000005), Ref. No. 315928022 on 20-01-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 18,49,854/- and Stamp Duty paid by Stamp Rs 1067-, by online = Rs 18,51,654/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 56414, Amount: Rs.100/-, Date of Purchase: 15/02/2021, Vendor name: Soumitra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/01/2021 12:33PM with Govt. Ref. No: 192020210209474241 on 20-01-2021, Amount Rs: 18,51,654/-, Bank; AXIS Bank (UTIB0000005), Ref. No. 315928022 on 20-01-2021, Head of Account 0030-02-103-003-02

Inca.

Probir Kumar Golder ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 141828 to 141884 being No 190303184 for the year 2021.



Smadn.

Digitally signed by PROBIR KUMAR GOLDER

Date: 2021.04.05 17:49:57 +05:30 Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/04/05 05:49:57 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)