

প্रन्ठिমবঙ্গা पश्चिम बंगाल WEST BENGAL

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0 | FEB 2019

#### DEED OF CONVEYANCE

- 1. Date: 1st February 2019
- 2. Place : Kolkata
- 3. Parties :
- 3.1 <u>B E N G A L</u> <u>CONSTRUCTIONS</u>

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1 FEB. 2019

PRIVATE LIMITED [PAN NO. AAECB9803D], a Private Limited Company, incoporated under the provisions of the Companies Act, 1956, having its Registered Office at Atghara, Chinar Park, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal, represented by its Directors (1) KUTUB UDDIN TARAFDAR [PAN NO. AKZPT4064G] & [MOBILE NO. 9830427655], son of Saifulla Tarafdar, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, Chinar Park, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal & (2) SABIR HOSSAIN MONDAL [PAN NO. AJWPM6871A] & [MOBILE NO. 9830330856], son of Late Fazlur Rahaman, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal.

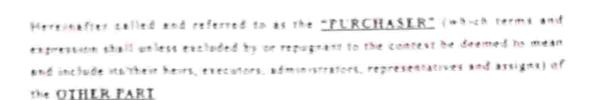
Hereinafter called and referred to as the "OWNER/VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, administrators, executors, representatives and assigns) of the ONE PART.

#### AND

3.2

M.N. DEVELOPERS [PAN NO. AARFM6710A], a Partnership Firm, having its office address at Chinar Park, Atghara, Rajarhat New Town, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal, represented by its Partners namely (1) MOZAMMEL TARAFDER [PAN NO. ABUPT7159E] & [MOBILE NO. 9830162673], son of Late Haji Jakir Ali Tarafdar @ Late Jakir Ali Hajee Tarafder, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal & (2) NAZIR HOSSAIN MONDAL [PAN NO. AJLPM3771C] & [MOBILE NO. 9830204029], son of Late Fazlur Rahaman Mondal, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Atghara, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal.

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Owner/Vendor and the Purchaser collectively Parties and individually Party

#### NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

- 4. Subject Matter of Conveyance :
- Said Property: ALL THAT piece and parcel of vendor's undivided 50% share in the total plot of Danga land measuring 26 (Twenty Six) Decimals more or less, i.e. land measuring 13 (Thirteen) Decimals be the same a little more or less, lying and situated at Mouza Kalikapur, J.L. No. 40, Re. Sa. No. 143. Touzi No. 10, Pargana Kalikata, P.S. formerly Rajarhat now New Town, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3243 & 3246, A.D. S.R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin 700136, in the State of West Bengal [SAID PROPERTY/SOLD PROPERTY]

The total plot of land measuring 26 (Twenty Six) Decimals more or less is morefully described in the First Schedule hereunder written and Sold Property/Said Property is morefully described in the Second Schedule hereunder written. A Site Plan of the total property is enclosed herewith and the said site plan is/will be treated as part and parcel of this present Deed of Conveyance.

- 5. Background, Representations, Warranties and Covenants :
- 5.1 Representations and Warranties Regarding Title: The Owner/Vendor has/have made the following representations and given the following warranties to the Purchaser regarding title.

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- Absolute Recorded Ownership of Safar Ali Molla: One Safar Ali Molla was the absolute recorded owner of land measuring 72 (Seventy Two) Decimals more or less which included land measuring 52 (Fifty Two) Decimals more or less, comprised in which included land measuring 52 (Fifty Two) Decimals more or less, comprised in C.S. Dag No. 1276 corresponding to R.S. Dag No. 1142, under R.S. Khatian No. 418, C.S. Dag No. 1276 corresponding to R.S. Dag No. 1142, under R.S. Khatian No. 418, C.S. Khatian No. 498, in Mouza Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas.
  - Demise of Safar Ali Molla: While in absolute possession and absolute ownership over the aforesaid property, the said Safar Ali Molla died intestate, leaving behind his six sons namely (1) Kalam Ali Molla, (2) Alam Ali Molla, (3) Sabur Ali Molla, (4) Jamshed Molla, (5) Jamir Molla & (6) Abur Ali Molla, as his heirs and successors in interest in respect of the aforesaid property, left by the said Safar Ali Molla, since deceased, in accordance with Muslim Law of Inheritance i.e. Farayez.
  - Joint Sale by the said (1) Jamshed Molla, (2) Jamir Molla & (3) Abur Ali Molla to their brothers/co-owners, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla: The said (1) Jamshed Molla, (2) Jamir Molla & (3) Abur Ali Molla, jointly sold, transferred and conveyed their undivided 3/6th share in the aforesaid property i.e. in the estate of the said Safar Ali Molla, since deceased, in favour of their brothers/co-owners, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla, by the strength of a Registered Deed of Conveyance.
  - Sabur Ali Molla: Thus on the basis of the aforementioned facts and circumstances and on the basis of their own undivided 3/6th share and on the basis of the aforementioned deed, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla, became the absolute joint owners of the aforesaid plot of land measuring 72 (Seventy Two) Decimals more or less which included land measuring 52 (Fifty Two) Decimals more or less, comprised in C.S. Dag No. 1276 corresponding to R.S. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas.

Joint Sale by the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali 5.1.5 Molla to (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra: While in absolute possession and absolute ownership over the aforesaid property, the said (1) Kalam Ali Molla, (2) Alam Ali Molla & (3) Sabur Ali Molla, jointly sold, transferred and conveyed a demarcated plot of land measuring 28.51 (Twenty Eight Point Five One) Decimals equivalent to land measuring 17 (Seventeen) Cottabs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less out of their aforesaid plot of land, comprised in C.S. Dag No. 1276 corresponding to R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to one (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, all sons of Mukunda Lal Mitra, by the strength of a Registered Deed of Conveyance, registered on 12.05.2003, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 394; Pages 134 to 142, being Deed No. 06620 for

Absolute Joint Ownership of (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra under Deed No. 06620 for the year 2004:

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 06620 for the year 2004, the said (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, became the absolute joint owners of the aforesaid plot of land measuring 28.51 (Twenty Eight Point Five One) Decimals equivalent to land measuring 17 (Seventeen) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 1276 corresponding to R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas.

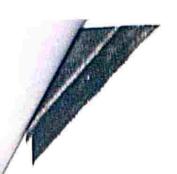
the year 2004.

5.1.7 L.R. Records: After purchasing the aforesaid property, the said (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, duly recorded their names in the record of the L.R. Settlement, as follows:-

Name	L.R. Khatian	Total Land in Dag	Share in Dag	Recorded Ownership
	No.	[In Decimal]		[In Decimal]
Chittaranjan Mitra	1539	52	0.1667	09
Nikhil Mitra	1540	52	0.1667	09
Dipak Mitra	1541	52	0.1666	0.8
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It is to be mentioned here that as per L.R. Record, the said (1) Chittaranjan Mitra, (2) Nikhil Mitra @ Nikhil Chandra Mitra & (3) Dipak Mitra, became the absolute joint owners of 26 (Twenty Six) Decimals more or less instead of their purchased land measuring land measuring 28.51 (Twenty Eight Point Five One) Decimals more or less and each having undivided 1/3rd share in the said property.

- 5.1.8 Sale by the said Dipak Mitra to (1) Blue Disha Developers Private Limited & (2) Bengal Constructions Private Limited: The said Dipak Mitra sold, transferred and conveyed his recorded ownership of land measuring 8 (Eight) Decimals more or less, being undivided 1/3rd share in the aforesaid total land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian No. 1541, in Mouza Kalikapur, J.C. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to one (1) Blue Disha Developers Private Limited & (2) Bengal Constructions Private Limited, by the strength of a Registered Deed of Conveyance, registered on 28.02.2015, registered in the office of the Additional Registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2015, Pages 21661 to 21687, being Deed No. 190206163 for the year 2015.
- 5.1.9 Sale by the said Chittaranjan Mitra to the said (1) Bengal Constructions Private
  Limited & (2) Blue Disha Developers Private Limited: The said Chittaranjan
  Mitra sold, transferred and conveyed his recorded ownership of land measuring 9 (Nine)



Decimals more or less, being undivided 1/3rd share in the aforesaid total land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian No. 1539, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, by the strength of a Registered Decd of Conveyance, registered on 28.02.2015, registered in the office of the Additional Registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2015, Pages 24394 to 24420, being Decd No. 190206189 for the year 2015.

- Sale by the said Nikhil Mitra @ Nikhil Chandra Mitra to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited: The said Nikhil Mitra @ Nikhil Chandra Mitra sold, transferred and conveyed his recorded ownership of land measuring 9 (Nine) Decimals more or less, being undivided 1/3rd share in the aforesaid total land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian No. 1540, in Mouza-Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, to the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, by the strength of a Registered Deed of Conveyance, registered on 28.02.2015, registered in the office of the Additional Registrar of Assurance-II, Kolkata and recorded in Book No. I, Volume No. 1902-2015, Pages 46039 to 46063, being Deed No. 190207476 for the year 2015.
- 5.1.11 Absolute Joint Ownership of (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited under (1) Deed No. 190206163 for the year 2015, (2) Deed No. 190206189 for the year 2015 & (3) Deed No. 190207476 for the year 2015: Thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 190206163 for the year 2015, (2) Deed No. 190206189 for the year 2015 & (3) Deed No. 190207476 for the year 2015, the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, became the absolute joint owners of the aforesaid total demarcated plot of

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Danga land measuring 26 (Twenty Six) Decimals more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian No. 498 corresponding to L.R. Khatian Nos. 1539, 1540 & 1541, in Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal, and the said total plot of land is morefully described in the First Schedule hereunder written, and each of the company having possessed undivided fifty percent share in the said total property.

5.1.12 L.R. Records: After purchasing the aforesaid property, the said (1) Bengal Constructions Private Limited & (2) Blue Disha Developers Private Limited, duly recorded its/their names in the record of the L.R. Settlement, in following manners:

Name	L.R. Khatia	n Total Land	Share in Dag	Recorded	Vernsy
	No.	in Dag	001 of 1,0000	Ownership	Ownership
		[in_Desimal]	share	[In Decimal]	[In Desimal]
Bengal Construction	3243	_52 .	0.0834	04	04 3368
Pvt. Ltd.					
Bengal Construction	3246	52	0.1666	0.9	08.6632
Pvt. Ltd.					
Blue Disha Developers Pvt. Ltd.	3242 .		0.2500	13	13.

Desire of Sale by Bengal Constructions Private Limited to the present Purchaser: The said Bengal Constructions Private Limited, Owner/Vendor herein, decides to sell its/their ALL THAT piece and parcel of undivided 50% share in the aforesaid total plot of Danga land measuring 26 (Twenty Six) Decimals more or less, i.e. land measuring 13 (Thirteen) Decimals be the same a little more or less, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3243 & 3246, lying and situated at Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat

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now New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal [Hereinafter called and referred to as the SAID PROPERTY and which is morefully described in the Second Schedule hereunder written], to the present Purchaser, at a total consideration of Rs.75,00,000.00 (Rupees Seventy Five Lakh) only.

The total plot of land measuring 26 (Twenty Six) Decimals more or less is morefully described in the First Schedule hereunder written and Sold Property/Said Property is morefully described in the Second Schedule hereunder written. A Site Plan of the total property is enclosed herewith and the said site plan is/will be treated as part and parcel of this present Deed of Conveyance.

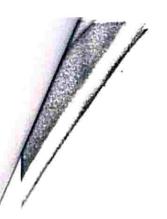
- Acceptance by Purchaser: The Purchaser herein has/have accepted the aforesaid proposal of the Owner/Vendor herein and agreed to purchase the SAID PROPERTY morefully described in the Second Schedule hereunder written, at an agreed consideration of Rs.75,00,000.00 (Rupees Seventy Five Lakh) only.
- 6.1.1 Title of the Owner/Vendor: Thus in the abovementioned facts and circumstances and on the basis of the aforesaid Registered Deed of Conveyance and on the basis of L.R. Record, the Owner/Vendor herein has/have become the absolute Owner of the Said Property.
- 6.1.2 True and Correct Representations: To Owner/Vendor herein is the absolute and undisputed Owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 6.2 Representations, Warranties and Covenants regarding Encumbrances: The Owner/ Vendor represents, warrants and covenants regarding encumbrances as follows:
- 6.2.1 No Acquisition/Requisition: The Owner/Vendor has/have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.

- 6.2.2 No Excess Land: The Owner/Vendor does not hold any excess vacant land under the urban land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 6.2.3 No Encumbrance: The Owner/Vendor has/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.
- 6.2.4 Right, Power and Authority to Sell: The Owner/Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 6.2.5 No Dues: No tax in respect of the Said Property is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Owner/Vendor herein.
- 6.2.6 No Right of Preemption: No person or persons whosoever has/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 6.2.7 No Mortgage: No mortgage or charge has been created by the Owner/Vendor by depositing the title deeds of otherwise over and in respect of the Said Property or any part thereof.
- 6.2.8 Free From All Encumbrances? The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Owner/Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Owner/Vendor or its/their predecessors-in-title and the title of the Owner/Vendor to the Said Property is free, clear and marketable.

- 6.2.9 No Personal Guarantee: The Said Property is not affected by its subject to any personal guarantee for accurring any (inancial accommodation.
- 6.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Owner/Geodor from selling, transferring and/ or alterating the Said Property or any part thereof.
  - natic Understanding :
  - Agreement to Salt and Purchase: The Disser-Vendor has/have approached the Purchaser and offered in salt the SAID PROPERTY morefully described in the Second Schedule horsunder written, to the Purchaser and the Purchaser hased on the representations, wavescore and coverants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has/have agreed to purchase the Said Property from the Owner-Vendor horsen.
  - n. Trunsfer :
  - Hereby Made: The Owner Vendor hereby sell, convey and transfer to the Purchaser the entirety of distributingly, just and interest of whatsoever or howsoever nature in the SAID PROPERT's morefully described in the Second Schedule below free from all encumbrances.
  - 8.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.75.00,000.00 (Rupees Seventy Five Lakh) only paid by the Purchaser to the Owner/Vendor herein, receipt of which the Owner/Vendor hereby and by the Memo and Receipt hereunder written admits and acknowledges.
  - 9 Terms of Transfer :
  - 9.1 Salient Terms : The transfer being effected by this Conveyance is

- 9.1.1 Sale: A sale within the meaning of the Transfer of Property Act. 1882.
- 9.1.2 Absolute: Absolute, irreversible and perpetual.
- 9.1.3 Together with All Other Appurtenances: Together with all other rights the Owner/
  Vendor has/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, which includes all unrecorded/non-mutated lands purchased by the Owner/
  Vendor as mentioned in the various sub-clauses of Clause 5 above.
- 9.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 9.2.1 Indemnification: Indemnification by the Owner/Vendor about the correctness of its/
  their title and authority to sell and this Conveyance is being accepted by the Purchaser
  on such express indemnification by the Owner/Vendor about the correctness of its/
  their title and the representations and authority to sell, which if found defective or
  untrue at any time, the Owner/Vendor shall, at the cost of the Purchaser, forthwith
  take all necessary steps to remove and/or rectify.
- 9.2.2 Transfer of Property Act: All obligations and duties of Owner/Vendor and the Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 Delivery of Possession: Khas, vacan and peaceful possession of the Said Property has been handed over by the Owner/Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 9.2.4 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 Owner/Vendor, with regard to which the Owner/Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 9.2.5 Holding Possession: The Owner/Vendor hereby covenants that the Purchaser and its/their heirs, executors, administrators, representatives 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner/Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Owner/Vendor.
  - 9.2.6 Indemnity: The Owner/Vendor hereby covenants that the Owner/Vendor or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and its/their heirs, executors, administrators, representatives and assigns and/or its/their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and its/their heirs, executors, administrators, representatives and assigns and/or its/their successors-in-interest by reason of any defect in title of the Owner/Vendor or any of the representations being found to be untrue.
  - 9.2.7 No Objection to Mutation: The Owner/Vendor declares that the Purchaser can fully be entitled to mutate its/their names in the record of the B.L. & L.R.O. and also in the record of the concerned Panchayet/Municipal Authority and/or any other respective authority/authorities and to pay tax or taxes and all other impositions in its/their own names. The Owner/Vendor undertakes to co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
  - 9.2.8 Further Acts: The Owner/Vendor hereby covenants that the Owner/Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or its/their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.



# THE FIRST SCHEDULE ABOVE REFERRED TO [DESCRIPTION OF TOTAL PLOT OF LAND]

ALL THAT piece and parcel of a demarcated plot of Danga land measuring 26 (Twenty Six) Decimals be the same a little more or less, lying and situated at Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3242, 3243 & 3246, A.D.S.R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal. A Site Plan of the total land is enclosed herewith and the said Site Plan is/will be treated as part and parcel of this present Deed of Conveyance. The total plot of land is butted and bounded as follows:-

ON THE NORTH : Part of R.S. Dag No. 1142.

ON THE SOUTH : 20 ft. Wide Public Road.

The second secon

ON THE WEST : R.S. Dag No. 1146.

ON THE EAST

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

## THE SECOND SCHEDULE ABOVE REFERRED TO

## [SOLD PROPERTY/SAID PROPERTY]

ALL THAT piece and parcel of vendor's undivided 50% share in the aforesaid total plot of Danga land measuring 26 (Twenty Six) Decimals more or less, i.e. land measuring 13 (Thirteen) Decimals be the same a little more or less, lying and situated at Mouza - Kalikapur, J.L. No. 40, Re.Sa. No. 143, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, comprised in C.S. Dag No. 1276, R.S./L.R. Dag No. 1142, under R.S. Khatian No. 418, L.R. Khatian Nos. 3243 & 3246, A.D.S.R.O. Rajarhat, New Town, within the local limit of Partharghata Gram Panchayet, in the District North 24 Parganas, Pin - 700136, in the State of West Bengal.

\*\*\*

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

The Sold Property/Said Property, being undivided fifty percent share of the total property, which is morefully described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, munth and year first above written

SIGNED, SEALED AND DELIVERED

1 Mr Abdul Helin Mondal 50 MI Aiguddin Hondal

Bengal Constructions Private Limited Represented by its Directors,

2 Storiston of ag Advert One I spreams Knows uddson Filed.

Kutuh Uddin Tarafdar

Salar Hossain Mondal

Owner/Vendor

Burrey based Elizaringh

For Pinaki Chattopadhyay & Associates.

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolksts - 700.157

Ph. 2570 8471

M.N. Developers Represented by its Partners,

Mozammel Tarafder

Composed By:

gabe omderby

Gopa Dasgupta,

Teghoria Main Road.

Kolkata - 700 157.

Main hona mulu

Purchaser

Contd...... 17



### MEMO OF CONSIDERATION

Received a sum of Rs.75,00,000.00 (Rupees Seventy Five Lakh) only as full and final consideration money against the schedule land morefully mentioned in the Second Schedule hereinbefore written, from the above named purchaser.

Cheque No. 961998	Date	Bank's Name	Amount
	08.11.2017	Karnataka Bank Ltd.	Rs.5,00,000.00
	08.11.2017	Karnataka Bank Ltd.	Rs.5,00,000.00
961999	08.11.2017	Karnataka Bank Ltd.	Rs.5,00,000.00
962000	08.11.2017	Karnataka Bank Ltd.	Rs.5,00,000.00
962001 962002 962028	08.11.2017 26.02.2018	Karnataka Bank Ltd. Karnataka Bank Ltd.	Rs.5,00,000.00 Rs.5,00,000.00 Rs.5,00,000.00
962031 962027	28.02.2018 21.07.2018	Karnataka Bank Ltd. Karnataka Bank Ltd. Karnataka Bank Ltd.	Rs. 4,00,000.00 Rs. 10,00,000.00
962160 962161	24.01.2019 24.01.2019 24.01.2019	Karnataka Bank Ltd. Karnataka Bank Ltd.	Rs.10,00,000.00 Rs.10,00,000.00
962162	24.01.2019	Karnatáka Bank Ltd.	Rs.6,00,000.00
962163		TOTAL :	Rs.75,00,000.00

Witnesses :-

Bengal Constructions Private Limited Represented by its Directors,

2. Kristne Jas

Kutub Uddin Tarafdar

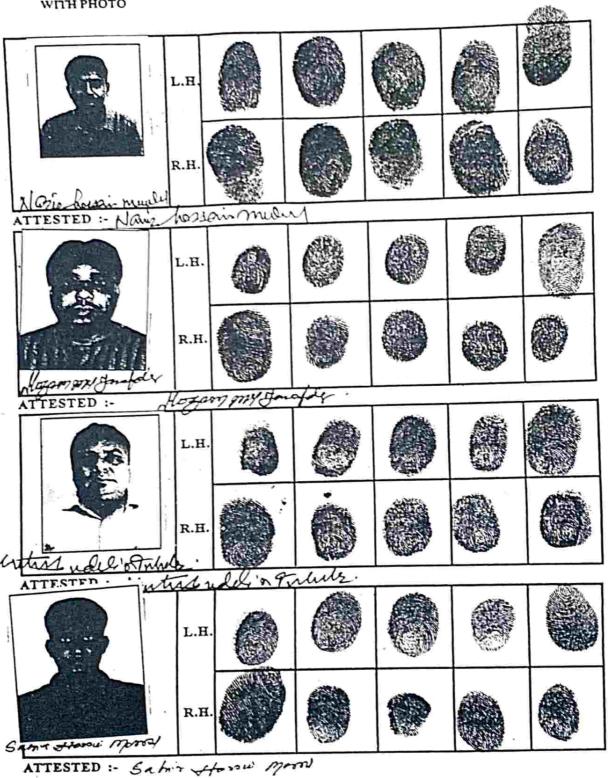
Sahir Hossain Mondal

Owner/Vendor

SIGNATURE OF THE PRESENTANT / EXECUTANT / SELLER / BUYER / CLAIMANT WITH PHOTO UNDER RULES 44A OF THE I.R. ACT 1908

N.B. L.H. BOX-SMALL TO THUMB PRINTS

R.H. BOX-THUMB TO SMALL PRINTS





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GUVI. OI WEST BENGAL (on) Nayir Directorate of Registration & Stamp Revenue e-Challan

19-201819-033756437-1

GRN Date: 31/01/2019 15:37:58

BRN:

CKI4287959

Payment Mode

+91 9830061809

State Bank of India Bank:

31/01/2019 15:39:09 BRM Date:

ld No.: 15230000170982/3/2019

[Query No/Query Year]

Online Payment

Name:

PINAKI CHATTOPA

Contact No.:

E-mail: Address:

Applicant Name:

Office Name:

Office Address:

Status of Depositor:

Purpose of payment / Remarks

15230000170982/3/2019 15230000170982/3/2019 Property Registration-Stamp duty

Property Registration-Registration

0030-02-103-003-02 0030-03-104-001-16 390020 78014

Total

468034

In Words:

Rupees Four Lakh Sixty Eight Thousand Thirty Four only

#### Major Information of the Deed

THE STATE OF THE S	1-1523-01187/2019	
Query No / Year	1523-0000170982/2019	A.D.S.R. RAJARHAT, District: North 24-Parganas
apory Date	31/01/2019 11:19:13 AM	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY Sangeeta Aprt, Gr FI, Teghoria N WEST BENGAL, Mobile No. : 98	Main Rd., Thana: Baguiati, District: North 24-Parganas, 130061809, Status: Advocate
	or an in the large that the property	Immovable Property,
[0101] Sale, Sale Documen	1	[4305] Other than Introduced [4305] Other than Introduced [2] Declaration [No of Declaration : 2]
in authorities	Commence of the second	Declaration [No of Declaration   No of Declara
a land on the land of the land	A S V CAPACITON, OF GRAIN AND A CAPACITAN	TO A COLUMN TO THE PROPERTY OF
Rs. 75,00,000/-	ACTION OF THE PROPERTY OF THE	Children and Charles and Charl
的物地域的对抗原物的特別	THE PARTY OF THE P	Rs. 78,014/- (Article:A(1), E)
Rs. 3,90,120/- (Article:23)		
Remarks		

istri	ct: North 24-	Parganas, P	S:- Rajari	nat, Gram P	anchayat; PATH	THE BOARD		in Code : 700136
	LR-1142	LR-3243	Bastu		4.3368 Dec	26,00,000/-	26,02,080/-	Width of Approach Road: 20 Ft., Adjacent to Metal
						49,00,000/-	54 D7 D20/-	Road, Width of Approach
L2 LR-1142	LR-3246 Bastu	Bastu	Danga 8.6632 Dec	49,00,000/-		Road: 20 Ft., Adjacent to Metal Road,		
					13Dec	75,00,000 /-	78,00,000 /-	
_		TOTAL:		75,00,000 /-	78,00,000 /-			

#### Seller Details :

BENGAL CONSTRUCTIONS PRIVATE LIMITED

ATGHARA, CHINAR PARK, P.O.- R GOPALPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AAECB9803D, Status :Organization, Executed by: Representative, Executed by: Representative

Buyer Details : THE SECRET SECRETARY OF THE SECRETARY SECRETAR

M N DEVELOPERS CHINAR PARK, ATGHARA, RAJARHAT NEW TOWN, P.O.- R GOPALPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AARFM6710A, Status :Organization, Executed by: Representative

Major Information of the Deed :- I-1523-01187/2019-01/02/2019

05/02/2019 Query No:-15230000170982 / 2019 Deed No :I - 152301187 / 2019, Document is digitally signed.

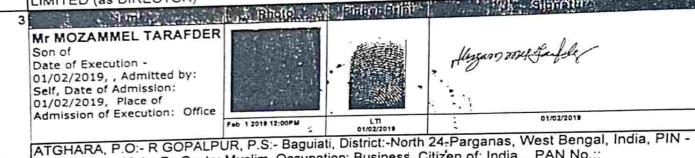
#### Spresentative Details :

# Mr KUTUB UDDIN TARAFDAR (Presentant) Son of Date of Execution 01/02/2019, Admitted by: Self, Date of Admission: 01/02/2019, Place of Admission of Execution: Office

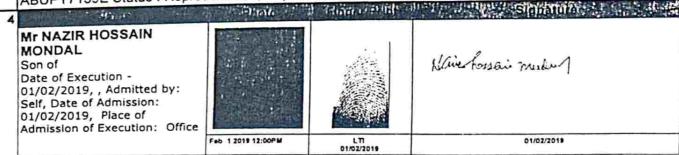
ATGHARA, CHINAR PARK, P.O.- R GOPALPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AKZPT4064G Status: Representative, Representative of: BENGAL CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)

# Mr SABIR HOSSAIN MONDAL Son of Date of Execution 01/02/2019, Admitted by: Self, Date of Admission: 01/02/2019, Place of Admission of Execution: Office Feb 13019 12:01PH O1/02/2019 O1/02/2019

ATGHARA, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AJWPM6871A Status: Representative, Representative of: BENGAL CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)



ATGHARA, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ABUPT7159E Status: Representative, Representative of: M.N.DEVELOPERS (as PARTNER)



Major Information of the Deed :- I-1523-01187/2019-01/02/2019

01/02/2019

ATGHARA, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN -700136, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: AJLPM3771C Status: Representative, Representative of : M N DEVELOPERS (as PARTNER)

Identifier Details :	THE POST OF THE PARTY OF THE PA
Mr KRISHNA DAS Son of Late H DAS PD-7, ARJUNPUR, P.O:- ARJUNPUR, P.S:- Baguiati, District Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of SARIR HOSSAIN MONDAL, Mr MOZAMMEL TARAFDER, M	t:-North 24-Parganas, West Bengal, India, PIN - 700059, f. India, . Identifier Of Mr KUTUB UDDIN TARAFDAR, Mr f. NAZIR HOSSAIN MONDAL
Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of SABIR HOSSAIN MONDAL, Mr MOZAMMEL TARAFDER, M	01/02/2019

1	Transpersion of the second	To. with area (Name-Area)
SI.NO	From	M N DEVELOPERS-4.3368 Dec
1	BENGAL CONSTRUCTIONS PRIVATE LIMITED	
det	es a transfer of the last	(Name Area)
SI No	From	To. with area (Name-Area)
1	BENGAL CONSTRUCTIONS PRIVATE LIMITED	M N DEVELOPERS-8.6632 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur Pin Code: 700136 Constitution of as edirected by Applicant BENGAL CONSTRUCTIONS Owner:বেসন কল্টাকশান প্রা. নি., LR Plot No:- 1142, LR Khatian PRIVATE LIMITED Gurdian:ডिরে€র , Address:ATGHARA, L1 No:- 3243 CHINER PARK , Classification:ডাঙ্গা, Area:0.04000000 Acre, BENGAL CONSTRUCTIONS Owner.বেঙ্গল কনস্টাকশন প্র. নি., LR Plot No:- 1142, LR Khatian PRIVATE LIMITED 12 Gurdian:পক্ষে ডাইরেকট, Address:আটঘরা, No:- 3246 চীনার পার্ক, , Classification:ডাঙ্গা,

Area:0.09000000 Acre,

Major Information of the Deed :- I-1523-01187/2019-01/02/2019

Endorsement For Deed Number: I - 152301187 / 2019

SECURE OF THE PROPERTY OF THE Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 78,00,000/-

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRA OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

ने वर्गीत के दोर हो तीन विभागाम्य होगीन अस्पर्याक्ष विभागामा मानग्रहीमाल अवस्था । Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number of Indian Stamp Act 1899.

THE PART OF THE PROPERTY OF TH Presented for registration at 11:40 hrs on 01-02-2019, at the Office of the A.D.S.R. RAJARHAT by Mr KUTUB UE

## A This promite Barautically Under Section 58 Wile Begin trailog Rules 146 215 Representatives

Execution is admitted on 01-02-2019 by Mr KUTUB UDDIN TARAFDAR, DIRECTOR, BENGAL CONSTRUCTION PRIVATE LIMITED (Private Limited Company), ATGHARA, CHINAR PARK, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136

Indetified by Mr KRISHNA DAS. , , Son of Late H DAS, PD-7, ARJUNPUR, P.O. ARJUNPUR, Thana: Baguiati, , No 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 01-02-2019 by Mr SABIR HOSSAIN MONDAL, DIRECTOR, BENGAL CONSTRUCTION PRIVATE LIMITED (Private Limited Company), ATGHARA, CHINAR PARK, P.O.- R GOPALPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700136

Indetified by Mr KRISHNA DAS, . . Son of Late H DAS, PD-7, ARJUNPUR, P.O. ARJUNPUR, Thana: Baguiati, , No 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 01-02-2019 by Mr MOZAMMEL TARAFDER, PARTNER, M N DEVELOPERS (Partners) Firm), CHINAR PARK, ATGHARA, RAJARHAT NEW TOWN, P.O.- R GOPALPUR, P.S.- Baguiati, District:-North 2 Parganas, West Bengal, India, PIN - 700136

Indetified by Mr KRISHNA DAS, , , Son of Late H DAS, PD-7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , No 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 01-02-2019 by Mr NAZIR HOSSAIN MONDAL, PARTNER, M N DEVELOPERS (Partner Firm), CHINAR PARK, ATGHARA, RAJARHAT NEW TOWN, P.O:- R GOPALPUR, P.S:- Baguiati, District:-North 2 Parganas, West Bengal, India, PIN - 700136

Indetified by Mr KRISHNA DAS. , , Son of Late H DAS, PD-7, ARJUNPUR, P.O. ARJUNPUR, Thana: Baguiati, , No 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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Certified that required Registration Fees payable for this document is Rs 78,014/- (A(1) = Rs 78,000/-, E = Rs 14/and Registration Fees paid by Cash Rs 0/-, by online = Rs 78,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W Online on 31/01/2019 3:39PM with Govt. Ref. No: 192018190337564371 on 31-01-2019, Amount Rs: 78,014/-, B State Bank of India (SBIN0000001), Ref. No. CKI4287959 on 31-01-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1523-01187/2019-01/02/2019

05/02/2019 Query No:-15230000170982 / 2019 Deed No :I - 152301187 / 2019, Document is digitally signed.

Page 30 of 32

THE THE PARTY OF T ofied that required Stamp Duty payable for this document is Rs. 3 90 0201- and Stamp Duty said by Stamp Re-100

1 Stamp: Type Impressed, Serial no 162693, Amount Rs 100/-, Date of Purchase 21/1/2/2018 Verock care & X Description of Stamp Description of Online Payment using Government Receipt Portal System (GPIPS). Finance Department Gov. of WS. Online on 31/01/2019 3 39PM with Govt Ref. No. 192018190337554371 on 31-01-2019 Arrayon Pts. 3 50 525.

Online on 3 tro Hzo to 3 39PM with Govt Ref. No. 192018190337554371 on 31.01-2019. Account \$0.35-62-03-02.

Bank. State Bank of India ( \$BIN0000001), Ref. No. CKIA287959 on 31-01-2019. Head of Eccount \$0.35-62-03-02.

120 mm

Sanjoy Basay ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. PAJARHAT North 24-Pargarias, West Bengal

Major Information of the Deed :- I-1523-01187/2019-01/02/2019

tificate of Registration under section 60 and Rule 69.

Aegistered in Book - I

Volume number 1523-2019, Page from 53788 to 53819
being No 152301187 for the year 2019.



Digitally signed by SANJOY BASAK Date: 2019.02.05 16:33:42 +05:30 Reason: Digital Signing of Deed.

Doson

(Sanjoy Basak) 05-02-2019 4:33:18 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)

#### DEED OF CONVEYANCE

#### BETWEEN

Bengal Constructions Pvt. Ltd.

Owner/Vendor

M.N. Developers

Purchaser

Drafted By
Pinaki Chattopadhyay & Associates
Advocates
Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700 157
Ph: 2570 8471

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Composed By
Gopa Dasgupta
Teghoria Main Road
Kolkata - 700 157