

05/28

I-4995/17

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

Y 609892

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 24th day of August in the year Two Thousand and Seventeen (2017) A.D. of the Christian Eras.

BETWEEN

SMT. ARCHANA MUKHERJEE @ MUKHOPADHYAY, wife of Late Sushil Kumar Mukhopadhyay, holder of P.A.N.-AOUPM5334D, by faith-Hindu, by occupation-House Hold Work, residing at Vivekananda Avenue, P.O.-Malancha Mahinagar, P.S.-Sonarpur, Kolkata-700 145, District-24 Parganas (South), hereinafter called and referred to as the **VENDOR**, (which expression shall unless excluded by or repugnant to the contrary shall be deemed to mean and include her heirs, successors, executors, administrators, agents and assigns etc.) of the **ONE PART**.

certified that the document is submitted for registration. the signature sheets and the endorsement sheets attached with the document are part of this document

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18/9/17

5888

21 JUL 2017

Serial.....Date.....
 Name.....*Sanjay Kumar Jain*
 Address.....*High Court Calcutta Advocate*
 Rs...*100/-*.....

A. K. PURKAYASTHA (Stamp Vendor)
 Alipore Police Court, Kol-27

Aditya Agarwal

VC-2
2968

LOOKIKE DEALMARK LLP
 MAHAMANI OVERSEAS LLP
 MANGALDHAM AHWAS LLP
 MANGALSUDHA NIRBHAM LLP
 SIDHIDHAN DEALSTATES LLP
 MOONLIVE LUXCHRISE LLP
 NIRMALTONJ HOMES LLP
 NIYADHARA REALTORS LLP
 PANCHSHREE APARTMENT LLP

RANDATA VINCOM LLP
 RASHIAMRIT TREKIM LLP
 REGIUS INFRAHOMES LLP
 RIFTY INFRAHOUSING LLP
 RITUKHAN DISTRIBUTORS LLP
 RUDRAMALA PROMOTERS LLP
 SARVLOK NIWAS LLP
 SHIVPASHWAR VINTRADE



Aditya Agarwal
 Authorized Signatory

VC-2
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- *Archana Mukherjee*

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IDENTIFIED BY ME:-

MD. MAHFUZ TAKRIM

MD. MAHFUZ TAKRIM
 B.Sc, Spl B.A (Double), M.A, LL.B, C.V.R.
 Advocate & Property Valuer
 Calcutta High Court

AND

- 1) **LOOKLIKE DEALMARK LLP**, holder of P.A.N.-AAFFL8704K, having its office 22/23B, Manohar Pukur Road, P.O.-Sarat Bose Road, P.S.-Ballygunge, Kolkata-29, 2) **MAHAMANI OVERSEAS LLP**, holder of P.A.N.-ABBFM0927G, having its office at 9, Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1, 3) **MANGALDHAM AWAS LLP**, holder of P.A.N.-ABBFM0924F, having its office at 16/1, Palm Avenue, P.O.-Ballygunge, P.S.-Karaya, Kolkata-19, 4) **MANGALSUDHA NIRMAN LLP**, holder of P.A.N.-ABBFM0928K, having its office at 16/1, Palm Avenue, P.O.-Ballygunge, P.S.-Karaya, Kolkata-19, 5) **SIDHIDHAN REAL ESTATES LLP**, holder of P.A.N.-ACVPS9535M, having its office at 9, Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1, 6) **MOONLIFE HIGHRISE LLP**, holder of P.A.N.-ABBFM0925C, having its office at 9, Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1, 7) **NIRMALKUNJ HOMES LLP** holder of P.A.N.-AAMFN0697C, having its office at 9, Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1, 8) **NITYADHARA REALTORS LLP**, holder of P.A.N.-AAMFN0698P, having its office at 16/1, Palm Avenue, P.O.-Ballygunge, P.S.-Karaya, Kolkata-19, 9) **PANCHSHREE APARTMENTS LLP**, holder of P.A.N.-AARFP4869M, having its office at 16/1, Palm Avenue, P.O.-Ballygunge, P.S.-Karaya, Kolkata-19, 10) **RANDATA VINCOM LLP**, holder of P.A.N.-AASFR7462H, having its office at 22/23B, Manohar Pukur Road, P.O.-Sarat Bose Road, P.S.-Ballygunge, Kolkata-29, 11) **RASHIAMRIT TREXIM LLP**, holder of P.A.N.-AASFR7459Q, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26, 12) **REGIUS INFRAHOMES LLP**, holder of P.A.N.-AAUFR2722A, having its office at 10/1/2, Syed Sally Lane, P.S.-Bowbazar, P.O.-C.R. Avenue, Kolkata-73,



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13)RIFTY INFRAHOUSING LLP, holder of P.A.N.-AASFR7715D, having its office at 10/1/2, Syed Sally Lane, P.S.-Bowbazar, P.O.-C.R. Avenue Kolkata-73, **14)RITUDHAN DISTRIBUTORS LLP**, holder of P.A.N.-AASFR7460F, having its office at 17/1, Lansdowne Terrace, P.O-Kalighat, P.S.-Lake, Kolkata-26, **15)RUDRAMALA PROMOTERS LLP**, holder of P.A.N.- AASFR7461E, having its office at 16/1, Palm Avenue, P.O-Ballygunge, P.S.-Karaya, Kolkata-19, **16)SARVLOK NIWAS LLP**, holder of P.A.N.-ACVFS9538G, having its office at 10/1/2, Syed Sally Lane, P.S.-Bowbazar, P.O.-C.R. Avenue Kolkata-73, **17)SHIVPARIWAR VINTRADE LLP**, holder of P.A.N.-ACVFS9537K, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S-Hare Street, Kolkata-1, being represented by their Authorized Signatory **SHRI ADITYA AGARWAL**, son of Sri Sunil Agarwal, holder of P.A.N.-AFEPA7678D, residing at 66, Ganesh Chandra Avenue, P.O.-Dharmatala, P.S.-Bowbazar, Kolkata-13, hereinafter jointly called and referred to as the **PURCHASERS**, (which expression shall unless excluded by or repugnant to the context shall mean and include their successors, executors, administrators, legal representative, successors-in-interest, successors-in-office and assigns etc) of the **OTHER PART**.

PART-I

WHEREAS one **SUSHIL KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay, was the absolute owner in respect of land measuring **4 Decimal i.e. 2 Kattah 6 Chittak 32 Sqft** by virtue of L.R. record appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1118, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South).



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AND WHEREAS while **SUSHIL KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay had been enjoying right, title, interest and possession in respect of land measuring **4 Decimal i.e. 2 Kattah 6 Chittak 32 Sqft** by virtue of L.R. record appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1118, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarapur, District: 24-Parganas (South), died on 29/08/2000 and leaving intestate behind his wife namely **SMT. ARCHANA MUKHOPADHYAY** and two sons namely **NILANJAN MUKHERJEE**, and **SHIBA PRASAD MUKHERJEE** as his only legal heirs and successors.

AND WHEREAS thus **SMT. ARCHANA MUKHOPADHYAY**, wife of Late Sushil Kumar Mukhopadhyay became owner of 1/3rd undivided share of said 4 Decimal i.e. land measuring **1.33 Decimal i.e. 12 Chittak 40 Sqft** by virtue of inheritance and succession from husband's share appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1118, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarapur, District: 24-Parganas (South).

PART-II

WHEREAS one **SANAT KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay, was the absolute owner in respect of land measuring **3 Decimal i.e. 1 Kattah 13 Chittak 2 Sqft** by virtue of L.R. record appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1019, J.L.



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No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South).

AND WHEREAS while **SANAT KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay had been enjoying right, title, interest and possession in respect of land measuring **3 Decimal** i.e. 1 Kattah 13 Chittak 2 Sqft by virtue of L.R. record appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1019, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), died on 12/01/1997 in bachelor stage and leaving intestate behind his three brothers namely **MANIK LAL MUKHERJEE @ MUKHERJEE, SUSHIL KUMAR MUKHERJEE, and RATAN LAL MUKHOPADHYAY** as his only legal heirs and successors and thereafter his mother Indumati Mukhopadhyay died on 06/11/1997.

AND WHEREAS thus **SUSHIL KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay became owner of 1/3rd undivided share of said 3 Decimal i.e. land measuring **1 Decimal** i.e. **9 Chittak 31 Sqft** by virtue of inheritance and succession from brother's share appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1019, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South).

AND WHEREAS while **SUSHIL KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay had been enjoying right, title, interest and possession in respect of 1/3rd undivided share of said 3 Decimal i.e. land measuring **1 Decimal** i.e. **9 Chittak 31 Sqft** by virtue of inheritance and succession from brother's share appertaining to R.S. Dag No.231 under



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R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1019, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), died on 29/08/2000 and leaving intestate behind his wife namely **SMT. ARCHANA MUKHOPADHYAY** and two sons namely **NILANJAN MUKHERJEE**, and **SHIBA PRASAD MUKHERJEE** as his only legal heirs and successors.

AND WHEREAS thus **SMT. ARCHANA MUKHOPADHYAY**, wife of Late Sushil Kumar Mukhopadhyay became owner of 1/3rd undivided share of said 1 Decimal i.e. land measuring **0.34 Decimal i.e. 3 Chittak 13 Sqft** by virtue of inheritance and succession from husband's share appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-1019, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South).

PART-III

WHEREAS one **INDUMOTI MUKHOPADHYAY**, wife of Late Fanindra Nath Mukhopadhyay, was the absolute owner in respect of land measuring **4 Decimal i.e. 2 Kattah 6 Chittak 32 Sqft** by virtue of L.R. record appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-128, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South).

AND WHEREAS while **INDUMOTI MUKHOPADHYAY**, wife of Late Fanindra Nath Mukhopadhyay had been enjoying right, title, interest and possession in respect of land measuring **4 Decimal i.e. 2 Kattah 6 Chittak 32 Sqft** by virtue of L.R. record appertaining to R.S. Dag No.231 under R.S.



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Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-128, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarapur, District: 24-Parganas (South), died on 06/11/1997 and leaving intestate behind his three sons namely **MANIK LAL MUKHERJEE @ MUKHOPADHYAY, SUSHIL KUMAR MUKHOPADHYAY**, and **RATAN LAL MUKHERJEE** as his only legal heirs and successors.

AND WHEREAS thus **SUSHIL KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay became owner of 1/3rd undivided share of said 4 Decimal i.e. land measuring **1.33 Decimal i.e. 12 Chittak 40 Sqft** by virtue of inheritance and succession from mother's share appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-128, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarapur, District: 24-Parganas (South).

AND WHEREAS while **SUSHIL KUMAR MUKHOPADHYAY**, son of Late Fanindra Nath Mukhopadhyay had been enjoying right, title, interest and possession in respect of 1/3rd undivided share of said 4 Decimal i.e. land measuring **1.33 Decimal i.e. 12 Chittak 40 Sqft** by virtue of inheritance and succession from mother's share appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-128, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarapur, District: 24-Parganas (South), died on 29/08/2000 and leaving intestate behind his wife namely **SMT. ARCHANA MUKHOPADHYAY** and two sons namely **NILANJAN MUKHERJEE**, and **SHIBA PRASAD MUKHERJEE** as his only legal heirs and successors.



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AND WHEREAS thus **SMT. ARCHANA MUKHOPADHYAY**, wife of Late Sushil Kumar Mukhopadhyay became owner of $1/3^{\text{rd}}$ undivided share of said 1.33 Decimal i.e. land measuring **0.44 Decimal i.e. 4 Chittak 11 Sqft** by virtue of inheritance and succession from husband's share appertaining to R.S. Dag No.231 under R.S. Khatian No.499, corresponding to L.R. Dag No.-235 under L.R. Khatian No.-128, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South).

AND FURTHER WHEREAS thus as mentioned in **PART-I to PART-III** hereinbefore, the Vendor herein namely **SMT. ARCHANA MUKHOPADHYAY**, wife of Late Sushil Kumar Mukhopadhyay became the absolute owner of entire land measuring more or less **(1.33+0.34+0.44) Decimal i.e. 2.11 Decimal i.e. 01Kattah 04Chittak 19Sqft** appertaining to R.S. Dag No.231 corresponding to L.R. Dag No.-235, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), morefully described in the schedule property.

AND FURTHER WHEREAS while the Vendor namely **SMT. ARCHANA MUKHOPADHYAY** along with other Co-owners or Co-sharers had been jointly enjoying right, title, interest and possession in respect of their respective undivided share of land appertaining to R.S. Dag No.231 corresponding to L.R. Dag No.-235 in Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), have mutually agreed and decided for the sake of better use, occupation and enjoyment of the said property, the parties i.e. the said Vendor along with other Co-owners or Co-sharers have decided to separate the same and make a partition of the said property in distinct way and to allot the



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respective share to the respective parties i.e. the "Owners" for the separate and fullest enjoyment by each of the groups or party or parties and also demarcated the **existing common passage measuring 01 Kattah 38 Sqft** which is lying at extreme southern portion of the said R.S. Dag No.231 corresponding to L.R. Dag No.-235 and thus the aforesaid owners executed a "Deed of Partition" which was registered in the office of D.S.R.-IV at Alipur and thus Vendor has been allotted a demarcated land (**marked as part of LOT-C therein**) measuring more or less **01Kattah 04Chittak 19Sqft** appertaining to R.S. Dag No.231 corresponding to L.R. Dag No.-235, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), morefully described in the schedule property.

AND WHEREAS while the Vendor herein being in financial requirement have decided to sell out and thus Purchasers have agreed to purchase the said land measuring more or less **2.11 Decimal** i.e. **01Kattah 04Chittak 19Sqft** appertaining to R.S. Dag No.231 corresponding to L.R. Dag No.-235, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), hereinafter called the said land at a price of **Rs.2,00,000/- (Rupees Two Lakh only)** which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

NOW THIS INDENTURE WITNESSTH that in pursuance of the said agreement and in consideration of the said sum of **Rs.2,00,000/- (Rupees Two Lakh only)** well and truly paid by the Purchasers to the Vendor on or before the execution of these presents (the receipt whereof the Vendor do hereby admit and acknowledge as per memo of consideration hereunder written and from the payment of the same and every part thereof, the



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Vendor do hereby acquit, release and forever discharge the Purchasers, as well as the land hereby sold, transferred and conveyed by the Vendor doth hereby grant, transfer, convey, sell, assure and assign unto the Purchasers **ALL THAT** piece and parcel of total land measuring more or less **2.11 Decimal** i.e. **01Kattah 04Chittak 19Sqft** appertaining to R.S. Dag No.231 corresponding to L.R. Dag No.-235, J.L. No.78, Touji No.250, within Mouza-Malancha, Pargana-Medanmalla, Police Station-Sonarpur, District: 24-Parganas (South), morefully and specifically described in the schedule hereunder written and delineated in the map or plan annexed hereto and depicted by **RED** border lines therein **OR HOWSOEVER OTHERWISE** the said land and hereditaments now is or are or was or were situated, butted and bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all parts, passages, ways and all other former and ancient right, lights, liberties, benefits, privileges, advantages, easements, appendages and appurtenances whatsoever to the said land belonging to or in anywise appertaining thereto or usually held, use, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof **AND** all the estate, right, title, interest, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said land and hereditaments and every part thereof **AND** all the deeds, pattahs, muniments, writings, evidences of title whatsoever which exclusively relates to the said land or every part thereof which now are or hereafter may be in the custody, power, control, or possession of the Vendor may procure the same without any lawful action or suit **TO HAVE AND TO HOLD** the said land and hereditaments so to be unto the said Purchasers absolutely forever free from all encumbrances **AND** the Vendor doth hereby covenant with the Purchasers that notwithstanding any act, deed and



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matters whatsoever made, done, executed or knowingly suffered to the contrary the Vendor now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey the said land hereby sold or expressed or intended so to be unto and to the use of said Purchasers in manner aforesaid and delivered vacant possession of the said land to the Purchasers simultaneously with the execution of these presents. **AND** the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said land or every part thereof and pay the rents and taxes to the appropriate authorities upon getting the name of the Purchasers mutated within the records of 'Rajpur-Sonarapur Municipality' and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of their predecessor-in-title and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharge, saved, harmless and keep the Purchasers indemnified from or against all charges, estates, encumbrances, created by the Vendor or any of their predecessor-in-title and that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid. **FURTHER** the Vendor and all persons having lawfully or equitably claiming any estates or interest upon the said land or any part thereof from under or in trust for the Vendor will from time to time or at all times hereafter at the cost and request of the Purchasers do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for better and more perfectly assuring and conveying the said land to and unto the Purchasers as shall or may be reasonably required.



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AND FURTHER WHEREAS the Vendor has assured and represented unto the purchasers as follows:

- 1) The Vendor having his permanent heritable and transferable rights in the said land and are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land and are entitled to deal with transfer the said land without any restriction, dispute, denial, claim or obligation from anybody else.
- 2) The said land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendor has duly paid all rates, land revenues, including all other impositions and / or outgoings payable in respect of its land up to the date of execution of the 'Deed of Conveyance'.
- 4) The Vendor has not received and is not aware of any notice of acquisitions or requisition or alignments of the said land or any part thereof and no suit or proceedings relating to the said land has been initiated and /or is pending in any court of law and the said land is free from any lispendences.
- 5) The Vendor has not entered into any agreement with any third party for sale or otherwise in respect of the schedule demarcated land or any portion thereof.
- 6) The schedule property is not been given for agriculture purpose to any "CHASI", "BHAGCHASI" and or any "JOTEDAR".
- 7) That the Schedule land is **Bastu** in nature.
- 8) That the Vendor or any predecessors-in-title of the Vendor had / has never made or done anything or executed any deed or committed or knowingly suffered to the contrary to the absolute title of the Vendor and



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the Vendor is lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted as an absolute and indefeasible estate equivalent thereto free from all encumbrances and charges whatsoever and that the Vendor has full power and absolute and indefeasible right and authority to sell, grant, convey and transfer the schedule property hereby granted unto the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents.

9) That the Vendor has put the Purchasers in actual possession of the schedule property hereby sold and transferred and it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold and enjoy the said land hereby granted in khas possession without any hindrance, interruption, disturbances, claim or demand whatsoever by the Vendor or any person or persons claiming any estate, right, title or interest from under through or in trust for the Vendor and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of any form and against all charges and encumbrances whatsoever made done executed or occasioned by the Vendor.

10) That the Vendor and all persons claiming any right, title or interest in the said property hereby granted through from under or in trust for the Vendor shall and will from time to time and at all times hereinafter at the cost of the Purchasers do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly, conveying and assuring the schedule property and every part thereof hereby granted unto the Purchasers as may be reasonably required according to the true intent and meaning of this deed.



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- 11) That the Vendor has full power and absolute indefeasible right and authority to sell, grant, convey and transfer the schedule property hereby granted unto the Purchasers and that there is no impediment under the Banking Regulation Act, 1949.
- 12) That the schedule property is not affected by any attachment under any certificate case or any proceedings under any law for the time being in force and that the said land is not otherwise charged, mortgaged or encumbered with any debts, liens or claims whatsoever and howsoever.
- 13) That the schedule property is not affected by any notice or scheme of any improvement, trust or Municipal Corporation or metropolitan development authority and that no declaration has been made or published for acquisition of the schedule property or any part thereof under the Land Acquisition Act, 1894 or any other acts or enactment for the time being in force.
- 14) The Vendor doth hereby declare that there is no statutory restriction on the part of the Vendor under the Urban Land (Ceiling and Regulation) Act, 1976 or under any other law for the time being in force to execute this deed of transfer in favour of the Purchasers and that necessary permission has been obtained by the Vendor from the appropriate authority as required under the provision of section 4E of the West Bengal Land Reforms Act, 1955.
- 15) That the Vendor shall pay all arrears of rent up to the date of execution of these presents before local B.L.&L.R.O. authority and in case if the Vendor fail to clear of or pay the said dues, then the Purchasers shall be



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entitled to pay the same in adjustment from the sale price payable hereunder by the Purchasers to the Vendor.

16) That the schedule property is not affected by any attachment or any proceedings started at the instance of the Income Tax or Estate Duty Authorities or other Government Authorities under the Public Demand & Recovery Act or any other acts for the time being in force and that the said property is not otherwise charged, mortgaged or encumbered except for the liabilities, if any, for the arrear land revenue.

17) That the schedule property is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, uses, debutters, tenancies, bargadar or bhag chasi, permissive possessors or occupiers, leases, thika tenancies, occupancy right, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever.

18) No action, suit, appeal or litigation in respect of the schedule property or in any way concerning thereto or any part thereof has been filed at any time heretofore or is pending and that no person has ever claimed any right, title, interest or possession whatsoever in the schedule property or any part thereof nor sent any notice in respect thereof nor are the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person has or can claim any right, title, interest or possession, whatsoever, in or in respect of the schedule property or any part thereof.

19) The schedule property or any part thereof is not affected by or subject to any:-



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- a) Mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act.
- b) Charge, lien, lispendens or annuity.
- c) Right of residence or maintenance under any testamentary disposition, settlement or other documents under any law.
- d) Trust resulting or constructive arising under any debutter name, benami transaction or otherwise.
- e) Debutter, waqf or dev seva.
- f) Attachment including attachment before judgement of any court or authority.
- g) Right of way, water light support drainage or any other easement with any person or property.
- h) Right of any person under any agreement or otherwise.
- i) Burden or obligation other than payment of rates and taxes.
- j) Other encumbrances of any kind whatsoever or any decree or order including any injunction or prohibitory order.



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k) There is no defect in the right, title, interest and possession of the Vendor whatsoever and howsoever in respect of the schedule property or any part thereof which could expose the Vendor to any risk, nor is there any material or latent defect or circumstances in the said property or any part thereof or in the Vendor's right, title, interest and possession therein.

l) No document, judgement or any other order is in force as on date affecting the schedule property or any part thereof vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver.

m) The Vendor has never done any act, deed or thing whereby or by reason whereof the right, title, interest and possession of the Vendor in respect of the schedule property could or may have been encumbered, impeached, challenged or disputed in any way.

n) That the Vendor or any of them has not entered into any agreement or arrangement for transfer of the said property or any part thereof either by way of sale, lease, development or otherwise.

20) That the Vendor has not been previously sold, leased, mortgaged, gifted or any other means transferred or encumbered the schedule property and there has no charge, liens, lispendences or encumbrances whatsoever and subsequently if it is found that the representations made by the Vendor in these presents as well as in these covenants are false and fabricated and if the Purchasers may suffer any loss or charges or damages, the Vendor its successors, executors, administrators, legal



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representative, successors-in-interest, successors-in office against all loss and damage, costs, charges and expenses which they may be put to or reasonably incur or suffer by reason thereof.

THE Vendor also declare that the land hereby sold has not been previously leased, mortgaged, sold nor in any way transferred by the Vendor and there is no charge, lien, lispendence, encumbrances and attachments whatsoever. The schedule property is not subject to any litigation or any case, suit or proceeding is pending against the said land before any court of law. The Vendor sold the said land while having good, clear and marketable title therein and also free from all encumbrances.

IF any of the statements or covenants made hereinbefore by the Vendor is found to false, untrue or any defect in title is detected hereafter, the Vendor will be liable for the same.

IF any error or omission is detected in this deed in future, the Vendor at the costs and request of the Purchasers, their heirs, representatives, administrators and assigns shall do and execute or cause to be done and executed any sort of declaration / rectification or any supplementary deed in favour of the Purchasers, their representatives and assigns.



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SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL of undivided share of land measuring more or less **2.11 Decimal** i.e. **01 Kattah 04 Chittak 19 Sqft** together with old and dilapidated ^{residential} structure of **303 Sqft.** made by brick built wall, cemented floor and tile shed appertaining to **R.S. Dag No.231** under R.S. Khatian No.499 corresponding to **L.R. Dag No.-235** under **L.R. Khatian No.-1118, 1019, 128** J.L. No.78, Touji No.250, within **Mouza-Malancha**, Pargana-Medanmalla, **Police Station-Sonarpur**, District: 24-Parganas (South), **under Ward No.-22 of "Rajpur-Sonarpur Municipality"**, which is written in details as per following paragraphs:-

MOUZA	R.S. DAG	L.R. DAG	NATURE	STRUCTURE	LAND AREAS
MALANCHA	231	235	BASTU	303 Sqft.	01Kattah 04Chittak 19Sqft
TOTAL=					01Kattah 04Chittak 19Sqft

together with all easement rights including all rights, title, interest, possession, claim, demand, profits, easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, telephones lines, sewer, drain, surface and/or overhead the soil and more fully shown in the copy of annexed plan delineated in the **"RED VERGE"** which is butted and bounded as follows:-

NORTH--- Land of R.S. Dag No.-231 (part). ✓

SOUTH--- Land of R.S. Dag No.-231 (part). ✓

EAST--- Land of R.S. Dag No.-229. ✓

WEST--- Land of R.S. Dag No.-232(part). ✓



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IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hand and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED
at Kolkata in the presence of:

1. *Kabir Raju Majhi*
P.O. Vill - Choudhury
P.S. Sonarpur West-149

2. *Sri Prasanna Mukherjee*
Malabar, P.S. - Sonarpur
Kolkata-145

Archana Mukherjee

.....
**(SIGNATURE OF VENDOR i.e.
ARCHANA MUKHERJEE)**

LOOKLIXE DEALMARK LLP	RANDATA VINCOM LLP
MAHAMANI OVERSEAS LLP	RASHIAMRIT TREXIM LLP
MANGALDHAM AWAS LLP	REGIUS INFRAHOMES LLP
MANGALSUDHA NIRMAL LLP	RIFTY INFRAHOUSING LLP
SIDHIDHAN REALESTATES LLP	RITUDHAN DISTRIBUTORS LLP
MOONLIFE HIGHRISE LLP	BUJRAMALA PROMOTERS LLP
NIRMALKUNJ HOMES LLP	SARYLOK NIWAS LLP
NITYADHARA REALTORS LLP	SHIVPARIWAR VINTRADE LLP
PANCHSHREE APARTMENT LLP	

Holitya Agarwal
Authorized Signatory

(SIGNATURE OF PURCHASERS)

**Drafted by me as per information
and instruction furnished by the
Parties.**

[Signature] 24/8/17
ADVOCATE

MD. MAHFUZ TAHERIM
B.S., J.D.A. (Civil), I.A., U.B.C. & R.
Advocate & Property Valuer
Calcutta High Court



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