

05/05/22

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পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

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26/05/2022
 05-2001305899/2022
 8-40 P.M.



District Sub-Registrar-IV
 Registrar US 7 (2) of
 Registration 100A
 Alipore, South 24 Parganas
 30 MAY 2022
[Signature]

8-40 P.M.
 26/5/22

DEED OF CONVEYANCE

THIS INDENTURE is made on this the 26th day of May 2022 (Two Thousand and Twenty Two) A.D.

BETWEEN

Dipaman Sarmah
 Sebati of Sree Sree Madan
 Mohan Jew Thakur

SL NO. 52766 DT 25/05/22

NAME M/S BNBK Developer LLP

ADDRESS 40, Motiana Abul Kalam Azad Road
Anbika Towers Howrah 71101

RS. 5000/-

A.
TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27

Balleee



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BNBK DEVELOPER LLP.

Balleee
DESIGNATED PARTNER



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BNBK DEVELOPER LLP

M
DESIGNATED PARTNER



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration Act, 1908
Alipore, South 24 Parganas

26 MAY 2022

Subhanshankar Chakraborty
Advocate
S/o. Late P.C. Chakraborty
Alipore Police Court
P.O. & P.S. Alipore
Kolkata-700027

SRI SRI MADAN MOHAN JEW THAKUR, (PAN : AAAJS4042E) a Hindu Deity enshrined at 70, Raja Ram Mohan Roy Road, Police Station- previously Thakurpukur now Haridevpur, Post Office- Haridevpur Kolkata-700008, represented by its Shebait **SRI DIPPAMAN SAMANTA**, PAN: APWPS4629G, son of Late Ajit Kumar Samanta, by religion Hindu, by occupation Retired Service Holder; residing at 82/2, Raja Ram Mohan Roy Road, Post Office- Barisha, Police Station- Haridevpur, Kolkata-700008, hereinafter referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said Hindu Deity and his successor-in-interest, legal representatives and assigns as also its shebait from time to time and their successors-in-office, legal representatives and assigns) of the **FIRST PART**;

A N D

M/S BNBK DEVELOPER LLP, (PAN:AAOFB6745K) a Limited Liability Partnership Firm, having its office at 40, Moulana Abul Kalam Azad Road, **Ambika Towers**, Post Office-Howrah, Police Station : Golabari, Howrah - 711101 represented by its partners (1) **SRI KALYAN SARKAR**, (PAN: ADBPS8406N) son of Sri Basudeb Sarkar, by faith - Hindu, by occupation - Business, residing at 17, Deshopriya Park Road, Post Office - Kalighat, Police Station - Tollygunge now Charu Market, Kolkata - 700026; (2) **SRI SUBHASH CHANDRA BALASARIA**, (PAN: **AHGPB0578D**) son of Late Suraj Mull Balasaria, by faith Hindu, by occupation-Business, residing at 23, Raja Santosh Road, Post Office - Police Station- Alipore, Kolkata - 700027; (3) **MR. BIJAY BALASARIA**, (PAN: **ADPPB9523K**) son of Sri Manak Balasaria, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, Post Office & Police Station - Alipore Kolkata - 700 027, (4) **SRI NIERAJ KUMAR PRASAD** (formerly known as **SRI NIRAJ KUMAR** (PAN: **AQNPP0987G**), son of Sri Tarini Prasad, by faith - Hindu, by Occupation Business, residing at Central Government Quarter, Flat No. 75, Type-III, Grahams Road, Post Office - Regent Park, Police Station - Jadavpur, Kolkata 700040; (5) **SRI SUBHAM BALASARIA**, PAN: **CEBPB0960F** son of Sri Subhash Chandra Balasaria, by faith - Hindu, by occupation -

Dippaman Samanta
Sebaft of Sree Sree Madan
Mohan Jew Thakur



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BNBK DEVELOPER LLP.

Kalyan Samkar

DESIGNATED PARTNER



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BNBK DEVELOPER LLP.

Nitin Kumar Sengupta

DESIGNATED PARTNER



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BNBK DEVELOPER LLP

Sudhansu Bala

Part



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Dipaman Samanta

Sebat of Sree Sree Madan
Mohan Jew Thakur



District Sub-Registrar-IV
Registrar US 7 (2) of
Registration 1908
Alipore, South 24 Parganas

26 MAY 2022

Sudhansu Chandra Chatterjee
Advocate
S/o. Late P.C. Chatterjee
Alipore Police Court
P.O. & P.S. Alipore
Kolkata - 700027.

Business, residing at 23, Raja Santosh Road, Post Office & Police Station- Alipore, Kolkata - 700027; hereinafter called and referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, authorized representatives and assigns) of the SECOND PART.

AND

PRATHAM SUPPLIERS PRIVATE LIMITED, (CIN No. U51101WB2009PTC131958) (PAN:AAECP9235F), a company incorporated under the provisions of the Companies Act, 1956, having its registered Office at 17, Deshopriya Park Road, Post Office. Kalighat, Police Station-Tollygunge now Charu Market, Kolkata-700026 represented by one of its Directors SRI KALYAN SARKAR, (PAN : ADBPS8406N) son of Sri Basudeb Sarkar, by faith-Hindu, by occupation-Business, residing at 17, Deshopriya Park Road, Post Office - Kalighat, Police Station-Tollygunge, Kolkata-700026 hereinafter called and referred to as the "FIRST CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives and assigns) of the THIRD PART. (1)

AND

UTSHA MINES & MINERAL PVT. LTD., (CIN No. U14200WB2006PTC109265) (PAN: AAACU9412B) a company incorporated under the provisions of the Companies Act, 1956, having its registered Office at 17, Deshopriya Park Road, Post Office - Kalighat, Police Station-Tollygunge now Charu Market, Kolkata-- 700026 represented by one of its Directors SRI KALYAN SARKAR, (PAN : ADBPS8406N) son of Sri Basudeb Sarkar, by faith-Hindu, by occupation-Business, residing at 17, Deshopriya Park Road, Post Office - Kalighat, Police Station-Tollygunge, Kolkata - 700026 hereinafter called and referred to as the "SECOND CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives and assigns) of the FOURTH PART. (2)

AND

SRI KALYAN SARKAR, (PAN : ADBPS8406N), son of Sri Basudeb Sarkar, by faith-Hindu, by occupation-Business, residing at 17, Deshopriya Park Road, Post Office - Kalighat, Police Station-Tollygunge, Kolkata-700026 (3)

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UTSHA MINES & MINERALS PVT. LTD.

Kalyan Samkar

Director

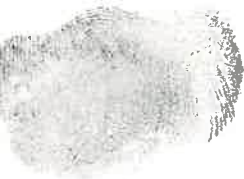


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PRATHAM SUPPLIERS PVT. LTD.

Kalyan Samkar

Director



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Kalyan Samkar



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

26 MAY 2007

hereinafter called and referred to as the "**THIRD CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, legal representatives and assigns) of the **FIFTH PART**.

The Parties of the Third Part, Fourth Part and Fifth Part shall be collectively hereinafter called and referred to as the "**CONFIRMING PARTIES**"

WHEREAS:-

- A. One Sri Behari Lal Samanta was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391; **ALL THAT** piece and parcel of land measuring 1.68 (one point six eight) acres, be the same or a little more less, lying and situated in Dag No. 407; **ALL THAT** piece and parcel of land measuring 17 (seventeen) decimals, be the same or a little more or less, lying and situated in Dag No. 409; and **ALL THAT** piece and parcel of land measuring 12 (twelve) Decimals, be the same or a little more or less, lying and situated in Dag No. 410, all under C.S. & R.S. Khatian No. 355, altogether land measuring 2.06 acres, be the same or a little more less, in Mouza - Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, 24 Pargana- South, within the then South Suburban Municipality, now within the limits of the Kolkata Municipal Corporation, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District-South 24-Parganas together with all rights, easements, facilities and amenities appurtenant thereto.
- B. By virtue of a Deed of Settlement (Arpannama) dated 12th February, 1947 (hereinafter referred to as "the said Arpannama"), registered at the office of Joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 5, Page (Nos. 133, to 136, Being No. 211, for the year 1947, the said Behari Lal Samanta, as Settlor, granted, conveyed and transferred the aforesaid land aggregating and measuring about 2.06 acres absolutely and forever as and by way of creating a private Debutter property unto and in favour of the Owner Sri Sri Madan Mohan Jew Thakur represented by the then Sole Shebait Sudhir Kumar Samanta, since deceased.

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- C. Subsequent to the execution of the said Arpannama, by virtue of a Deed of Permanent Lease dated 12th February, 1947 executed by the said Sudhir Kumar Samanta, Shebait of the Owner herein and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 3, Page Nos. 195 to 196, Being No. 212, for the year 1947, the Owner herein granted a permanent lease in respect of **ALL THAT** piece and parcel of Bagan land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, lying and situated in C.S. Dag No. 407, under C.S. & R.S. Khatian No. 355 of Mouza-Siriti unto and in favour of one Jugal Kishor Samanta, son of Behari Lal Samanta, since deceased.
- D. During the Revisional Settlement, the Owner herein has been recorded to be absolutely seized and possessed and in absolute ownership of **ALL THAT** piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391, **ALL THAT** piece and parcel of land measuring 1.60 acres, be the same or a little more less, lying and situated in Dag No. 407, **ALL THAT** piece and parcel of land measuring 17(seventeen) decimals, be the same or a little more less, lying and situated in Dag No. 409, under C.S. & R.S. Khatian No. 355; **ALL THAT** piece and parcel of land measuring 12(twelve) decimals, be the same or a little more less, lying and situated in Dag No. 410, under C.S. & R.S. Khatian No. 345, all together land measuring 1.98 acres, all in Mouza - Siriti, District-South 24-Parganas.
- E. The present Owner Sri Sri Madan Mohan Jew Thakur also got his name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No.214, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008, under Ward No.122.
- F. The said Sudhir Kumar Samanta, being the then Shebait of the Owner herein, filed one application before the Learned District Judge, South 24 Parganas at Alipore, Being Misc. Case No. 19 of 1986, praying for permission to grant a long term lease in respect of a portion of the said 1.98 acres of land whereupon the Learned District Judge vide his order dated 13th June, 1986, was pleased to dispose of the said Misc. Case No. 19 of 1986 by passing an order to the effect that no permission of the Court was

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Misc Case No 19
Order
of Alipore
Judge
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necessary, since by the said Arpannama only a private debuttar had been created by the Settlor, and that for the benefit and welfare of the deity, the Shebait was at liberty to deal with the property in the manner that might suit the object of the trust or Arpannama. In view of such order, some portions out of said 1.98 acres of land of the Owner were sold and/or leased and/or agreed to be sold by the Shebait.

- G. The said Sudhir Kumar Samanta, being the then Shebait of the Owner herein, by virtue of the relevant provision in the said Arpannama, executed a Deed of Appointment of Shebait on 30th July, 1986 and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. IV, Volume No. 2, Page Nos. 89 to 96, Being No. 61 for the year 1986, thereby appointing Ajit Kumar Samanta, son of Late Behari Lal Samanta the next Shebait inter alia, on terms and conditions contained therein.
- H. After becoming the Shebait of the Owner herein by virtue of the aforesaid Deed of Appointment, the erstwhile Shebait viz., Late Sri Ajit Kumar Samanta had been regularly performing the *dev seva* and all the rituals in respect of the tradition of *seva puja* of the deity, Sri Sri Madan Mohan Jew Thakur, since the time of death of Sudhir Kumar Samanta.
- I. By an Agreement dated 15th June, 2012 executed between the Owner through his Shebait Ajit Kumar Samanta and the First Confirming Party, the Owner in light of the order of the Learned District Judge of Alipore passed in Misc. Case No. 19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 6 Cottahs 6 Chittaks 29 Square feet, be the same or a little more or less, whereupon 100 sq. ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No. 407, under C.S. & R.S. Khatian No. 355 of Mouza: Siriti, Collectorate Touzi Nos 35, 177 & 411, R.S. No. 186, J.L. No. 11, Paragana - Magura, at and being part of municipal Premises No. 214, Raja Ram Mohan Roy Road, Post office - Barisha, Police Station Haridevpur (previously Thakurpukur), Kolkata - 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward. No. 122, at and for a lump sum consideration of Rs. 48,00,000/- (Rupees Forty-Eight Lacs only) and the Owner has receive the entire consideration amount from the First Confirming Party.

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J. By another Agreement dated 15th June, 2012, executed between the Owner through his Shebait Ajit Kumar Samanta and the First Confirming Party, the Owner in light of the order of the Learned District Judge of Alipore passed in Misc. Case No. 19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 7 Cottahs 6 Chittaks 18 Square feet be the same or a little more or less, whereupon 100 sq. ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No. 407, under C.S. & R.S. Khatian No. 355 of Mouza: Siriti, Collectorate TouziNo.s 35, 177 & 411, R.S. No. 186, J.L. No. 11, Paragana – Magura, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, P.O. Barisha, Police Station Haridevpur (previously Thakurpukur), Kolkata -700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward. No. 122, at and for a lump sum consideration of Rs. 56,00,000/- (Rupees Fifty-Six Lacs only) and the Owner has receive the entire consideration amount from the First Confirming Party. ✓

K. By another Agreement dated 15th June, 2012 executed between the Owner through his Shebait Ajit Kumar Samanta and the Second Confirming Party, the Owner in light of the order of the Learned District Judge of Alipore passed in Misc. Case No. 19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 5 Cottahs 12 Chittaks 30 sq.ft., be the same or a little more or less, whereupon 100 sq. ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No. 391 & 407, under C.S. & R.S. Khatian No. 355 of Mouza: Siriti, Collectorate TouziNo.s 35, 177 & 411, R.S. No. 186, J.L. No. 11, Paragana – Magura, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, P.O. Barisha, Police Station Haridevpur (previously Thakurpukur), Kolkata -700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward. No. 122, at and for a lump sum consideration of Rs. 47,00,000/- (Rupees Forty-Seven Lacs only) and the Owner has receive the entire consideration amount from the First Confirming Party. ✓

L. By another Agreement dated 15th June, 2012 executed between the Owner through his Shebait Ajit Kumar Samanta and the Third Confirming Party, the Owner in light of the order of the Learned District Judge of Alipore passed in Misc. Case No. 19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 6 Cottahs 9 Chittaks 8

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2012

sq.ft., be the same or a little more or less, whereupon 100 sq. ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No. 407, under C.S. & R.S. Khatian No. 355 of Mouza: Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Paragana - Magura, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, P.O. Barisha, Police Station Haridevpur (previously Thakurpukur), Kolkata - 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward. No. 122, at and for a lump sum consideration of Rs. 49,00,000/- (Rupees Forty-Nine Lacs only) and the Owner has receive the entire consideration amount from the First Confirming Party.

- M. The said Ajit Kumar Samanta, being the then Shebait filed an application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 403 of 2012, praying for permission to, inter alia, develop the aforesaid Premises being land measuring land measuring 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet, be the same or a little more or less and **ALL THAT** piece and parcel of Bastu land measuring 26 (twenty six) Cottahs 2(two) Chittacks and 40 (forty) Square Feet, be the same or a little more less, whereupon structure standing thereon, lying and situated in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355, of Mouza-Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, 24 Pargana- South, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, through M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar and praying for permission to sell and/or develop the said Premises. The said application was disposed off by the Learned District Judge by passing an Order dated 18th January, 2013 recording that the Shebait has the right to lease, sell, develop and deal with the properties for the betterment of the Trust created by the Settlor. The said application was amended for incorporating an omission and such amendment was also duly allowed by an Order dated 21st March, 2013.

- N. In the meantime, the parties took appropriate steps for mutation of the name of the Owner in respect of the said Premises.

Ajipaman Samanta
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- O. The Kolkata Municipal Corporation built a road and a park and by reason thereof the property owned by the Owner was separated into two plots out of which **ALL THAT** piece and parcel of land measuring 26 (twenty) Cottahs 2 (two) Chittaks 40 (forty) Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355 of Mouza: Siriti, at and being Part of Municipal Premises No. 214 Raja Ram Mohan Roy Road, subsequently renumbered and known as KMC Premises No. 214F, Raja Ram Mohan Roy Road, Police Station Haridevpur (previously Thakurpukur), Kolkata -700008 , within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 122, under Assessee No. 41-122-10-0214-7, has specifically described in the **SCHEDULE** hereunder and hereinafter referred to as the "**Said Premises**".
- P. That due to old age ailment, the said Ajit Kumar Samanta felt inconvenient to perform daily seva puja and activities as shebait including maintenance and management of the Trust property thereby, wanted to relinquish his duty as Shebait and finding no other alternative, subsequently the Ajit Kumar Samanta, by Indenture of Declaration dated 16.11.2011 appointed his son Sri Dippaman Samanta as next Shebait for the Deity for performance of Seva Puja and all other activities mentioned therein. The said Indenture of Declaration was registered at the Office of Additional District Sub Registrar at Behala and entered in Book No. IV, C.D. Volume No. 3, Page Nos. 330 to 342, Being No. 00970 for the year 2011. Thus, Sri. Dippaman Samanta then became Shebait of the said Sri Sri Madan Mohan Jew Thakur.
- Q. That the said Ajit Kumar Samanta died on 12.10.2016 and after the demise of Ajit Kumar Samanta, the Shri. Dippaman Samanta is acting as a sole shebait of Sri Sri Madan Mohan Jew Thakur and performing daily Seva Puja and rituals.
- R. The Confirming Parties have decided and declared to assign all the right, title and interest and benefits under the said Agreements for Sale all dated 15.06.2012 (hereinafter referred to as the "Agreement for Sale"), in respect of the said premises to the intending buyer and buyers with the consent and approval of the Vendor.

Dippaman Samanta
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- S. The Confirming parties nominated the Purchaser to assign the right, title, interest and benefit under the Agreements for Sale dated 15.6.2012 in respect of the said premises. On negotiation, it has been settled and agreed between the parties that with the consent and approval of the Vendor, the Confirming Party would assign all the right, title and interest and benefits under the Agreements for Sale in favour of the Purchaser.
- T. The Vendor and the Confirming Party have agreed to execute and register the Deed of Conveyance in favour of the Purchaser.
- U. The Purchaser after going through all relevant papers and documents relating to title of the said premises and Agreements for Sale and being fully satisfied with the title relating to the said premises, has agreed to purchase the said premises, at a total consideration of Rs.2,00,00,000/- (Rupees Two Crore) only.
- V. It has been agreed between the parties that the Confirming Parties shall receive their respective entire consideration amount of Rs.2,00,00,000/- (Rupees Two Crore) only from the Purchaser in lieu of assignment from the Vendor of all the right, title and interest and benefits under the Agreements for Sale in favour of the Purchaser and the Vendor has given his consent for the same.
- W. The Vendor and the Confirming Party do hereby assured, represented and covenant with the Purchaser as follows:-
- a. The Confirming Parties are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises, which has specifically been described in the **SCHEDULE** hereunder.
 - b. Save and except the Vendor and the Confirming Parties, nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said premises.
 - c. The Vendor has good, clear and marketable title in respect of the said premises.
 - d. The Confirming Parties have every right to assign the right, title, interest and benefit under the Agreements for Sale dated 15.06.2012 in favour of the Purchaser with the consent and approval of the Vendor.

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- e. There is no legal bar or impediment restraining the Vendor and the Confirming Parties from selling, transferring and/or dealing and/or with disposing off and/or assigning the said premises or any portion thereof in any manner whatsoever to their best knowledge and belief.
- f. There is no case or suit pending before any competent court of law in respect of the said premises.
- X. In view of the aforesaid, with the consent and concurrence of the said Agreement Holders, the Vendor herein applied for sanction of a building plan for construction of two blocks at the SAID PREMISES with the Kolkata Municipal Corporation.
1. **NOW THIS INDENTURE WITNESSETH** :- That in consideration of the said sum of Rs.2,00,00,000/- (Rupees Two Core) only paid by the Confirming Parties to the Vendor on or before the execution of these presents and the Vendor doth hereby grant, sale, convey, transfer, assign and assure unto the Purchaser and the Vendor has handover vacant possession of the said premises morefully described in the **SCHEDULE** hereunder written **TOGETHER WITH** all homestead, trees, water-course, lights, liberties, privileges and easements whatsoever to the said premises hereditaments or anywise apartment or normally held or enjoyed there with or reported to belong or to be apportionment thereto **OR HOWSOEVER OTHERWISE** the said land hereditaments and property now are or is at any time herein before were or was situated butted and bounded called known numbered described or distinguished **TOGETHER WITH ALL AND SINGULAR** all erections walls structures fixtures courtyards areas compounds and ground and soil thereof sewers drains ways paths passages water, water courses lights benefits or other rights liberties easements privileges profits advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held used occupied or enjoyed therewith or reputed to belong or deemed taken or known as part and parcel or number thereof or appurtenant thereto with their and every of their appurtenances **AND THE REVERSION AND REVERSIONS REMAINDER AND REMAINDERS AND THE RENTS ISSUES AND PROFITS** of and from the said land hereditaments and property hereby granted sold transferred conveyed assigned and assured or intended so to be

AND ALSO to the production of **ANY OTHERS ORIGINAL DEEDS PATAHS MUNIMENTS WRITINGS AND EVIDENCES OF TITLE** whatsoever relating to or concerning the same or any part thereof, save and except already handed over to the purchaser under a separate receipt, which now are or is or at any time heretofore were or was or hereafter shall or may be in the custody or possession or power of the Vendor or of any person or persons from whom the Vendor can or procure the same without any action or suit at law and in equity to the Purchaser **TO HAVE AND TO HOLD** the said land hereditaments and property hereby granted sold transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other impediments whatsoever to alter defeat encumber or make void the same.

2. **THE VENDOR DO HEREBY COVENANTS WITH THE PURCHASER**

as follows:-

- i. As absolute Owner of the said premises, the Vendor has the sole right, full power and absolute authority to grant, sell, convey, transfer, and assure the said premises unto the Purchaser.
- ii. Notwithstanding any acts deeds matters assurance or thing whatsoever by the Vendor made done executed occasioned or suffered to the contrary, the Vendor is now lawfully and rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property.
- iii. The Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and property hereby granted sold transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitable claiming or to claim from through under or in trust for the Vendor.

Dipkumar Samant

- iv. The said premises hereby sold, conveyed and transferred unto the Purchaser is free and discharged from and against all and all manner of former or other estates rights title leases mortgages charges trusts wakfs, debutters attachments lispensens claims and demands whatsoever created or made by the Vendor or his Predecessor-in-title or any person or persons claiming through under or in trust for the Vendor or any of his predecessor-in-title.
- v. The Vendor and all persons having or lawfully claiming any estate right, title, interest whatsoever in the said land hereditaments and property hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendor and the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all deeds matters assurances and things whatsoever for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said land hereditaments and property hereby granted sold transferred conveyed assigned assured and confirmed and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.
- vi. Simultaneously with the execution of this Deed the Vendor has handed over possession of the said premises in favour of the Purchaser and the Purchaser has acknowledged the receipt of the same.
- vii. The Vendor shall help and assist in mutating the name of the Purchaser in records of the Kolkata Municipal Corporation and other authorities.
- viii. The Purchaser shall have liberty to sell, transfer, assign and assure the property to the third party.

3. **THE PURCHASER DO HEREBY COVENANTS WITH THE VENDOR**

as follows :-

- i) The Purchaser has inspected the said premises and has conducted due diligence and only after being fully satisfied about the title, measurements and all features and without reserving any claim in

this regard in future, the Purchaser is completing the purchase hereunder.

- ii) The Purchaser shall regularly pay and discharge, all taxes, impositions and all other outgoings in connection with the said property.
- iii) The Purchaser has received peaceful vacant possession of the said premises in complete satisfaction.

4. **THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER AND THE CONFIRMING PARTIES / AGREEMENT HOLDERS** as follows:-

The Confirming Parties have assigned from the Vendor of his all right, title and interest under the said Agreements for Sale dated 15.06.2012 in favour of the Purchaser and the Owner/Vendor does hereby covenant with the Purchaser and Confirming Party that he has no objection to assign the right, title and interest under the Agreements for Sale dated 15.06.2012 in respect of the said premises in favour of the Purchaser and has received the entire consideration amount as described in the memorandum of consideration attached.

THE SCHEDULE ABOVE REFERRED TO

(Description of the said premises here by sold)

ALL THAT piece and parcel of land measuring 26 (twenty) Cottahs 2 (two) Chittaks 40 (forty) Square Feet, be the same or a little more or less, whereupon brick wall asbestos roofing structure standing thereon measuring covered area of lying and situate in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355 of Mouza: Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, 24 Pargana- South, at and being Municipal Premises No. 214F, Raja Ram Mohan .. Roy Road, Police Station Haridevpur (previously Thakurpukur), Kolkata -700008 , within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 122, District-South 24 Parganas together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded in the following manner :-

ON THE NORTH BY :- Premises No. 214E, Raja Ram Mohan Roy Road;

ON THE SOUTH BY :- Premises No. 205C, Raja Ram Mohan Roy Road;

ON THE EAST BY :- Raja Ram Mohan Roy Road;

ON THE WEST BY :- Passage;

The said premises hereby sold is delineated with "**RED**" border in the annexed Map or Plan and Map or Plan should be treated as part of this Deed.

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES :-

1. Nandini Samanta
82/2, Raja Ram Mohan Roy Rd.
Kolkata - 700008.

Sippamen Samanta

Sebat of Sree Sree Madan
Mohan Jew Thakur

Signature of the **VENDOR**

2. Rajmohan Mondal
Alipore Pakia
Kolkata - 700027

BNBK DEVELOPER LLP

[Signature]
DESIGNATED PARTNER

BNBK DEVELOPER LLP

[Signature]

DESIGNATED PARTNER

BNBK DEVELOPER LLP

[Signature]
Partner

BNBK DEVELOPER LLP

[Signature]

DESIGNATED PARTNER

Signature of the **PURCHASER**
UTSHA MINES & MINERALS PVT. LTD.

BNBK DEVELOPER LLP

[Signature]

DESIGNATED PARTNER

[Signature]

Director

PRATHAM SUPPLIERS PVT. LTD.

[Signature]

Director

[Signature]

Signature of the **CONFIRMING PARTIES**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of **Rs.2,00,00,000/- (Rupees Two Core)** only as full and final consideration from the above named Confirming Parties in respect of said premises mentioned in **SCHEDULE** hereinabove as per memo below:-

Date	Pay Order No.	Bank/ Branch	Amount (Rs.)
15/06/2015	015173	HDFC Bank, Dum Dum Br.	56,00,000.00
15/06/2015	015174	HDFC Bank, Dum Dum Br.	47,00,000.00
15/06/2015	015175	HDFC Bank, Dum Dum Br.	48,00,000.00
15/06/2015	015176	HDFC Bank, Dum Dum Br.	49,00,000.00
Total =			2,00,00,000.00

(Rupees Two Core) only

WITNESSES:

1. Nandini Samanta.
82/2, Raja Ram Mohan Roy Rd.
Kolkata - 700008

2. Rajmohan Mondal
Alipore police court -
Kolkata - 700027.

Dipamew Samanta

**Sebat of Sree Sree Madan
Mohan Jew Thakur**

Signature of the VENDOR

Drafted by me:-

Subhaschandra Chakravarty
Enrol. No. WB/1507/77

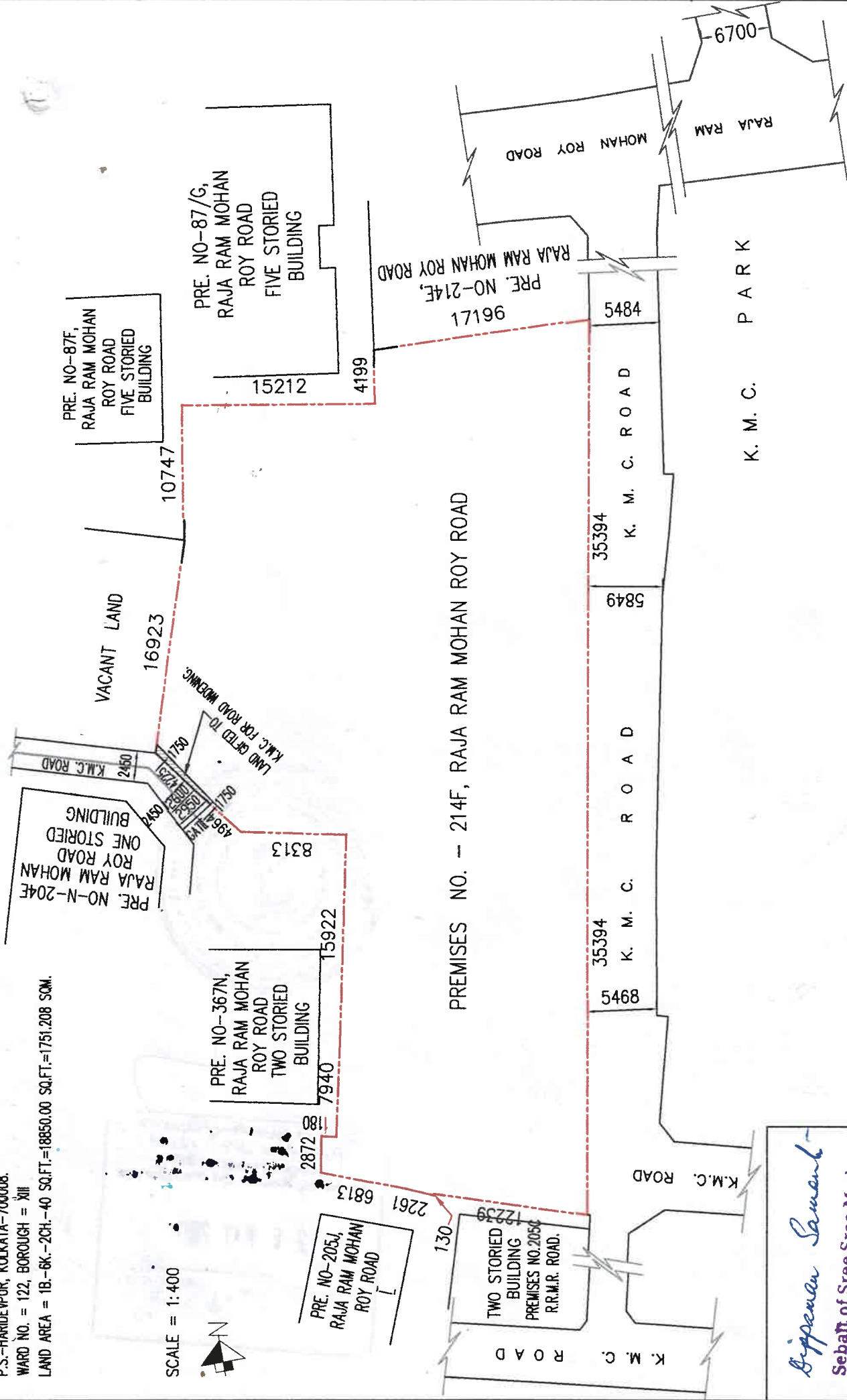
Advocate
Alipore Police Court, Kolkata - 27

Computer Print by:











Rangit Bera
Alipore Police Court, Kolkata - 27.

PREMISES NO - 214F, RAJA RAM MOHAN ROY ROAD
 P.S.-HARIDENPUR, KOLKATA-700008.
 WARD NO. = 122, BOROUGH = XII
 LAND AREA = 1B.-6K.-2CH.-40 SQ.FT.=18850.00 SQ.FT.=1751.208 SQM.

SCALE = 1:400













Bigyanu Samant
 Sebait of Sree Madan
 Mohan Jew Thakur
 SIGNATURE OF OWNER

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					











Name **Mr. Bijay Balasaria**

Signature 


	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name **Mr. Subhash Chandra Balasaria**

Signature 

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name **Mr. Subham Balasaria**

Signature 

Thumb

1st finger

middle finger

ring finger

small finger



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name NIBRAS KUMAR PRASAD

Signature Nibras Kumar Prasad

Thumb

1st finger

middle finger

ring finger

small finger



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name KALYAN SARKAR

Signature Kalyan Sarkar

Thumb

1st finger

middle finger

ring finger

small finger



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name _____

Signature Dipaman Samanta

Sebaft of Sree Sree Madan
Mohan Jew Thakur

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160405662 for the year 2022.



Digitally signed by ANUPAM HALDER
Date: 2022.05.31 15:29:57 +05:30
Reason: Digital Signing of Deed.

Anupam Halder

(Anupam Halder) 2022/05/31 03:29:57 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)