Sidherhwar Mond

4.08.2008

(Original)

Property:

MOUZA: CHAKPACHURIA RAJARHAT

**DAG NO. 226** 

AREA: 5.17 SATAKS

CONVEYANCE

PRADIP SARDAR & ORS.

... VENDORS

AND

MANI VATIKA PVT. LTD. & ORS.

... PURCHASERS

Registered with A.D.S.R. Bidhannagar, Salt Lake City, in Book No. I, Volume No. 9, Pages from 22258 to 22280, Deed No. 10228 for the year 2008.



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THIS DEED OF CONVEYANCE made this 4th day of August Two Thousand Eight

## BETWEEN

- (1) PRADIP SARDAR son of Santosh Sardar, residing at Village and Post Office Chakpachuria, Police Station Rajarhat, District North 24 Parganas,
- (2) CHHOKO SARDAR son of Santosh Sardar, residing at Village & Post Office Chakpachuria, Police Station Rajarhat, District North 24 Parganas,

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(3) HAM SARDAR,

(4) BHARAT SARDAR,

- (5) LAKSHMAN SARDAR, all sons of Late Rabin Sardar and Late Rajabala Sardar, and grandsons of Late Gokul Sardar, residing at Chandpur, Police Station Rajarhat, District South 24 Parganas,
- (6) (SMT.) PREMA DASI (Alias Kalomati Sardar) daughter of Late Rabin Sardar and Late Rajabala Sardar and wife of Sri Lakhi Sardar, and grand daughter of Late Gokul Sardar, residing at Chakpachuria, Patharghata, Police Station Rajarhat, District North 24 Parganas,
- (7) LAKHI SARDAR son of Late Fani Sardar, residing at Village and Post Office Chakpachuria, Police Station Rajarhat, District North 24 Parganas,
- (8) DHARMA SARDAR son of Late Kaanta Sardar, residing at Village and Post Office Chakpachuria, Police Station Rajarhat, District North 24 Parganas,

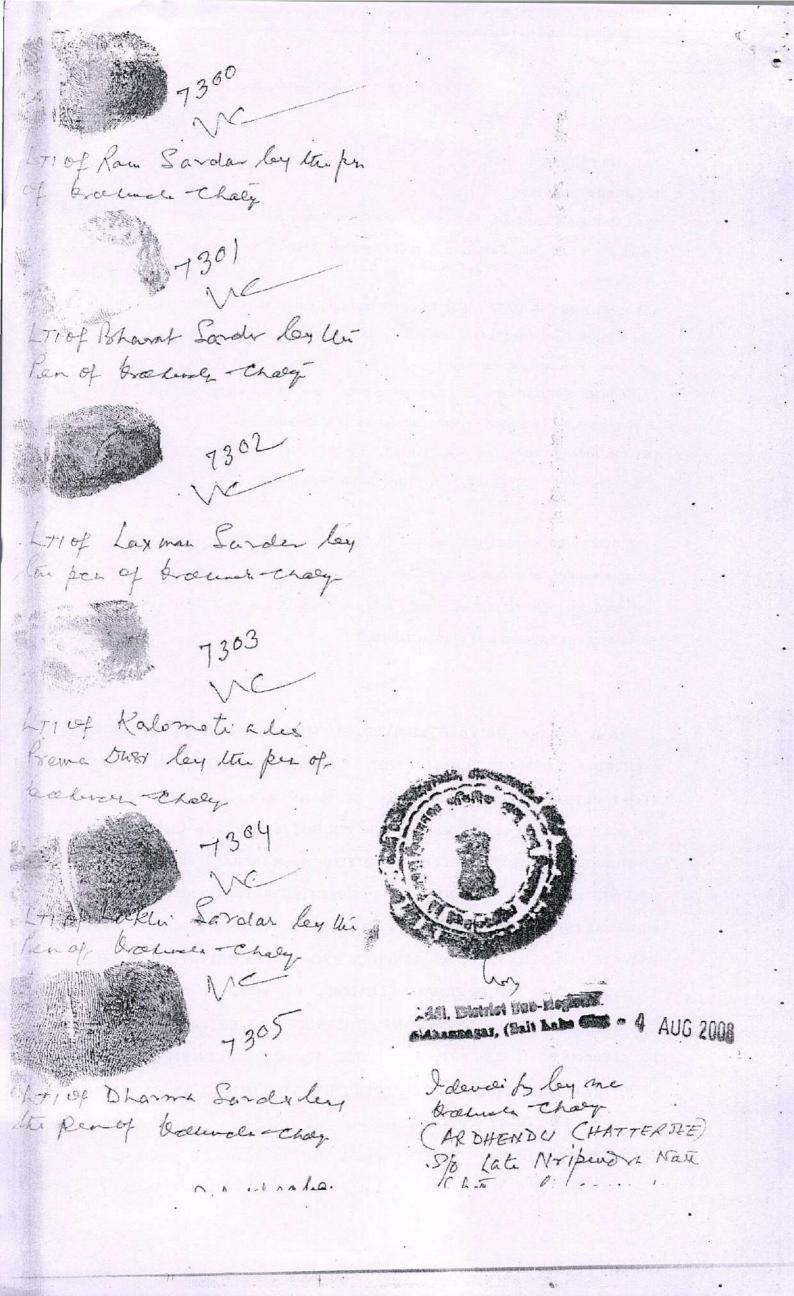
- all hereinafter collectively referred to as "the VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs legal representatives successors executors administrators and assigns) of the ONE PART

## AND

1. MANI VATIKA PRIVATE LIMITED, 2. MANI FARMHOUSE PRIVATE LIMITED, 3. MANI CULTIVATION PRIVATE LIMITED, 4. MANI FLORICULTURE PRIVATE LIMITED, 5. MANI AGRICULTURAL FARMS PRIVATE LIMITED, 6. MANI FLOWER PRODUCTS PRIVATE LIMITED, 7. AADHARSEELA GOODS PRIVATE LIMITED, 8. MANIKARN PROPERTIES PRIVATE LIMITED, 9. MANIDEEPA PROPERTIES PRIVATE LIMITED, 10. MANI AKASH HIRISE PRIVATE LIMITED, 11. MANIKAM PROPERTIES PRIVATE LIMITED, 12. MANI KANCHAN PROPERTIES PRIVATE LIMITED, 13. SUSWAPAN TIEUP PRIVATE LIMITED, 14. MANIAM DEVELOPERS PRIVATE LIMITED, 15. SHREEMANI CONSTRUCTIONS PRIVATE LIMITED, 16. NEELAMBER HI RISE PRIVATE LIMITED, 17. MANIAM CONSTRUCTIONS PRIVATE LIMITED, 18. MANILA BUILDERS PRIVATE LIMITED, 19. RAJMANI DEVELOPERS PRIVATE LIMITED, all companies duly incorporated under the Companies Act, 1956 and all having their registered offices at No. 2D, Queens Park,

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Kolkata 700019, all hereinafter collectively referred to as "THE PURCHASERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successor or successors in office and/or assigns) of the OTHER PART:

## WHEREAS:

- A. The Vendors herein have held out, represented before and assured the Purchasers, inter alia, as follows:
  - That one Smt. Chandan Bala Mondal was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner / raiyat to ALL THAT the piece and parcel of land, recorded as "Sali", containing an area of 5.17 Satak (equivalent to 0.0517 Acre or 3.12785 Cottahs) more or less (out of total 31 satak comprised in the Dag) situate lying at comprised in and being a divided and demarcated portion of R.S. & L.R.Dag No.226, recorded in Khatian No.574, in Mouza Chakpachuria (J.L.No.33), Police Station Rajarhat, in the District of North 24-Parganas, fully described in the SCHEDULE hereunder written and hereinafter referred to as "the SAID PROPERTY";
  - That by a Deed of Conveyance dated 7<sup>th</sup> November, 2007 and registered with the ADSR, Bidhannagar, (Salt Lake City), Kolkata in Book No. I, CD Volume No. 6, Pages 19130 to 19139, Being No. 6724, for the year 2008, the said Smt. Chandan Bala Mondal for the consideration therein mentioned granted sold conveyed and transferred unto and to Dipak Sardar and Ganesh Sardar ALL THAT the said Property, absolutely and forever;
  - iii) The Vendors herein were the Bargadars in respect of the said Property;
  - with the ADSR, Bidhhannagar, Kolkata, in Book No. I for the year 2008; the said Dipak Sardar and Ganesh Sardar for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendors herein ALL THAT the said Property, absolutely and forever;

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MANI FARMHOUSE PRIVATE LIMITED
MANI CULTIVATION PRIVATE LIMITED MANI CULTIVATION FROM THE PVT LTD MANI FLORICULTURE PARMS PVT LTD MANI FARMS PVT LTD

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MANIKAM PROPERTIES PRIVATE LIMITED MANI KANCHAN PROPERTIES PVT LTD SUSTICIONAN PROPERTIES PVI LID SUSTICIONAN TIEUP PRIVATE LIMITED MANIAM DI VELOPERS PRIVATE LIMITED SHRELMAN CON TRUCTIONS PVI LID NEELAMBER ALL DETAGLE LIMITED MANIAM MARINA ALIA

Dulakheela. Authorised Signatory

(PARAS MAL RAKHECHA)



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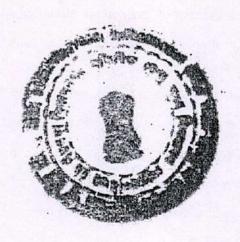
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- v) Consequent to such sale, the rights of the Vencous herein as Bargadars in respect of the said Property stood merged and/or extinguished forever in the ownership / raiyati thereof and the Vendors herein became the full and absolute owners / raiyats of the said Property.
- Vi) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- vii) That the Vendors are in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendors have been using the same for their personal use and cultivation;
- the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-in-title or interest of the Vendors ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- That the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the HIDCO or the Government or any other Public Body or Authority;
- x) That no declaration has been made or published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no

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Jdl. District Sub-Rogano Giddannagar, (Salt Labo Co. Certificate case or proceeding against the Vendors or any of them for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;

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- That there is no impediment or restriction under any law for the time being in force in the Vendors selling conveying and transferring the said Property unto and in favour of the Purchasers.
- That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor are the Vendors aware of any such claim, notice, suit or proceeding and that save and except the Vendors, no other person can claim any right title or interest whatsoever in the said Property or any part thereof;
- any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgment of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order.
- B) The Vendors, being in urgent need of money, approached the Purchasers and offered to sell transfer convey assign and assure the ALL THAT said Property to the Purchasers and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors and believing the

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