

31/10 - 3634/23

Deed - III

1-3569/23



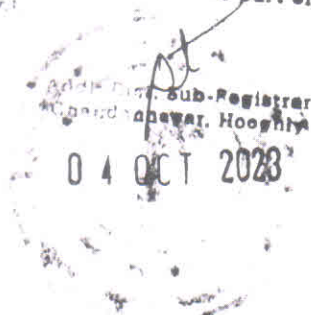
पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AN 232025

25-09-23
05-00pm
At

9-8002398020/23

Endorsement sheet and signature sheet attached with the document are part of the document



DEED OF CONVEYANCE

(AFTER REGISTERED THE AGREEMENT FOR SALE WITHOUT POSSESSION BEING NO.060401682 FOR THE YEAR 2023 REGISTERED AT THE OFFICE OF A.D.S.R. CHANDERNAGORE).

THIS DEED OF CONVEYANCE made on this 25th day of September, 2023. Two Thousand and Twenty Three.

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6846 তার 20-8-23
নাম Sthembra Developments Ltd
থানা

শ্রী সুরত মল্লিক
চন্দননগর মোট



Adl. District Sub-Registrar
Chandernagar, Hooghly
25 SEP 2023

DEED PLAN

DIST - HOOGHLY, MOUZA & P.S. - CHANDERNAGORE, J.L. NO.- 1, C.S. & R.S. DAG NO.- 462, R.S. KHATIAN NO.- 289, L.R. DAG NO.- 786, L.R. KHATIAN NO.- 1597, 1622, 1623, 1624, 1628, 2077, 2174, 3114, 3115, 3118, 3122, 3123, 3124, 3125, SHEET NO.- 11 AT CHANDANNAGAR STATION ROAD, WARD NO.- 10, HOLDING NO.- 545 UNDER CHANDERNAGORE MUNICIPAL CORPORATION

AREA STATEMENT :-

TOTAL LAND AREA = 0.706 ACRE. (M/L)
 SHARE TO BE SOLD AREA = 30 KA - 10 CH.- 35 SFT./ 0.507 ACRE. (M/L)
 (COMING FROM KHATIAN NO.- 1622, 1623, 1624, 1628)
 TOTAL COVD. AREA = 4956.00 SFT.
 SHARE TO BE SOLD AREA :- A.S.B. SHED = 1596.00 SFT. (COMMERCIAL)
 PUCCA = 1981.00 SFT. (RESIDENTIAL)

SCALE = 1" = 64'-0"

SHOWN IN COLOUR

ITHEMBA DEVELOPMENTS

Saunip Ganguly
 Director

Roy Cement Supplier Private Limited

Kunal G
 Director

TRANSIN CARRIAGE & FORWARDING AGENT
 PRIVATE LIMITED

Kunal G
 Director
 1. Ajit Kumar Nandy

2. Eljfor K. Nandy

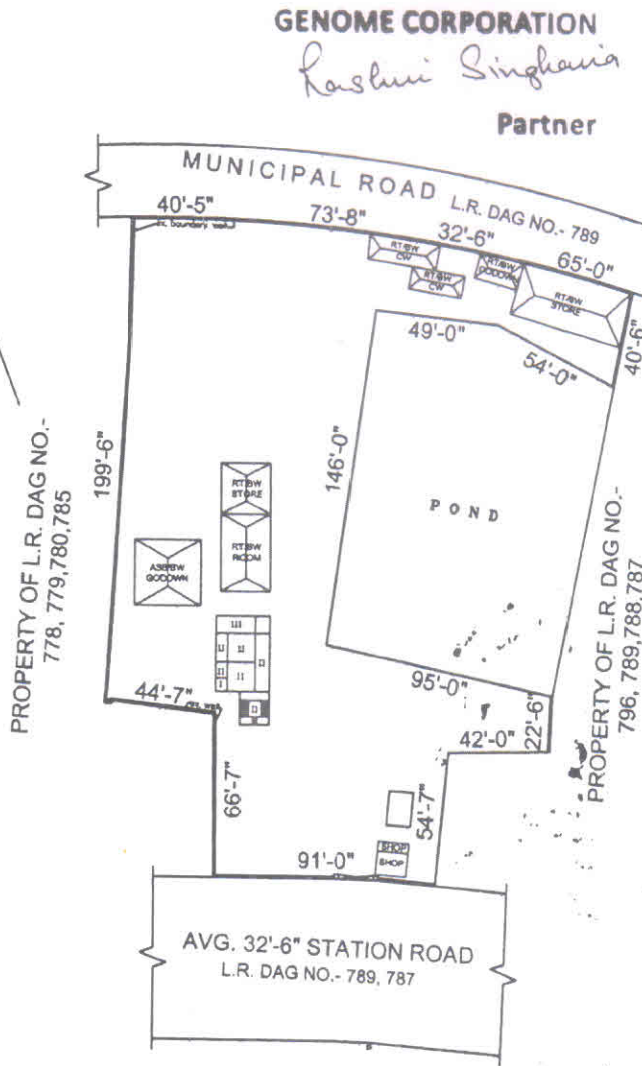
3. Shakti K. Nandy

4. Sanat Kumar Nandy

DRAWN BY :-

Manoj Kumar
 MALAY GANGYOPADHYAY
 Consulting Civil Engineer
 Regd.-L.B.S. No.- 04/2023-29
 3, J. C. Khan Road (S), Mankundu
 Dist.-Hooghly, M-8622855659

(AS DIRECTED BY OWNERS)



UTILIS SERVICES PVT. LTD.

Saunip Ganguly
 Director

ROYREYAN SERVICES PVT. LTD.

Kunal G
 Director

BETWEEN

(1) SRI AJIT KUMAR NANDY, son of Late Akshay Kumar Nandy, PAN No. ABLPN2781M, Aadhaar No.4292 2070 3163, by nationality – Indian, by caste – Hindu, by occupation –Retired, residing at Nilkanta Sarkar Road, BagbazarKalitala, P.O. & P.S. – Chandannagar, District – Hooghly, Pin – 712136, (2)SRI UJJAL KUMAR NANDY, son of Late Akshay Kumar Nandy, PAN No. ADHPN1931H, Aadhaar No.4529 8053 5640, by nationality – Indian, by caste– Hindu, by occupation –Business, residing at Nilkanta Sarkar Road, BagbazarKalitala, P.O.& P.S. – Chandannagar, District– Hooghly, Pin– 712136, (3)SRI SHAKTI KUMAR NANDI, son of Late Akshay Kumar Nandi, PAN No. ANMPN2413P, Aadhaar No.2850 2391 3014, by nationality – Indian, by caste – Hindu, by occupation –Retired, residing at Nilkanta Sarkar Road, BagbazarKalitala, P.O. & P.S. – Chandannagar, District – Hooghly, Pin – 712136, (4)SRI SANAT KUMAR NANDI, son of Late Akshay Kumar Nandi, PAN No. ABSPN4059R, Aadhaar No.9577 2348 9595, by nationality – Indian, by caste – Hindu, by occupation –Retired, residing at Nilkanta Sarkar Road, BagbazarKalitala, P.O. & P.S. – Chandannagar, District – Hooghly, Pin – 712136, hereinafter referred to as the "VENDORS /OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the FIRST PART.

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AND

(1) ITHEMBA DEVELOPMENTS LIMITED, PAN - AACCI6491E, CIN - U70109WB2011PLC164512 A Limited Company having incorporated under the company Act. 1956, Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandannagar, Pin- 712136. Represented by its Director: SRI SAUMYARUP GANGULY (Aadhar No. 3314 8892 4582 / PAN - ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station , Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin – 403402,

(2) ROYREYAN SERVICES, PVT. LTD, PAN -AALCR7888K, CIN -U51909WB2022PTC253037, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O.Barisha&P.S - Thakurpukur, Kolkata - 700008 Represented by its Director: SRI KUNAL ROY (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O.Gondalpara& P.S - Chandannagar, District - Hooghly, Pin – 712137,

(3) TRANSWIN CARRYING & FORWARDING AGENT PVT. LTD., PAN - AAGCN0022N, CIN -U26960WB2010PTC142027, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O.

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Barisha& P.S - Thakurpukur, Kolkata -700008, Represented by its Director: **SRI KUNAL ROY** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara& P.S - Chandannagar, District - Hooghly, Pin – 712137,

(4)UTILIS SERVICES PVT LTD, PAN - AADCU1403F, CIN – U51909WB2022PTC255554, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha& P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314, 8892 4582 / PAN- ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station, Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S- Old Goa, District - North Goa, Goa, Pin – 403402,

5.ROY CEMENT SUPPLIER PVT LTD, PAN - AAFCR8669G, CIN - U52341WB2012PTC172305, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha& P.S - Thakurpukur, Kolkata -700008, Represented by its Director **SRI KUNAL ROY,** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara& P.S - Chandannagar, District - Hooghly, Pin – 712137,

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(6) GENOME CORPORATION, PAN - AAWFG4238J, A Partnership Company, Registered Office at Genome Corporation, Out House Ground Floor, Plot No. 56, Haridas Building, Kalbadevi Road, Papatwadi, Kalbadevi, Mumbai, Pin- 400002, P.O. Kalbadevi, P.S. LT Marg, Represented by **Ms. RASHMI SINGHANIA** (Aadhar No. 2255 3211 3455/ PAN -ALQPS3936A), Daughter of SRI Debi Prasad Singhania, by faith Hindu, Citizen - Indian, by profession-Business, Residing at Lotus Enpar Residency, Wing-A, Flat 2001, 20th Floor, 45 Hanuman Lane, Lower Parel West, Mumbai, MH- 400013, P.O. Delisle Road, Sitaram Jadhav Marg, P.S. NM Joshi, Sakhubai Mohite Marg, hereinafter referred to as the "**PURCHASERS**" (which expression shall unless excluded by and/or repugnant to the subject or context, be deemed to mean and includes its heirs, legal representatives, successors - in- interest, and successor -in- title executors, administrators and/or assigns) of the **OTHER PART**.

WHEREAS

A. All that piece and parcel of land measuring 43 Kattha be the same or a little more or less comprised in C.S. & R.S. Plot No.462 under R.S. Khatian No.289, Sheet No.11, within ambit of Mouza & P.S. - Chandannagar, J.L.No.1, District Hooghly and other properties originally belonged to Hari Gopal Nandy.

B. That said Hari Gopal Nandy while in possession of the afore said property, executed a French Will on 26th day of October, 1947 which was duly Noterised before the Notary Public: P. Tinivassane, at Chandernagore, being No.331 for the 26.10.1947 directing that after his (executant) demise, his eldest son Akshay Kumar Nandy will

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enjoy and possess the above mentioned property during his life time and after his demise the above mentioned property will be devolved upon his male children(s) .

C. That said Hari Gopal Nandy died long back and his elder son Akshay Kumar Nandy also died on 07.10.1996 and according to terms of said Will being No.331 dated 26.10.1947, his Seven sons namely **Ajit Kumar Nandy, Ujjal Kumar Nandy, Shakti Kumar Nandi, Sanat Kumar Nandi, Rabindra Nath Nandy, Sanjib Kumar Nandy and Utpal Nandy**, became the joint absolute Owners of the above mentioned property to the extent of undivided $1/7^{\text{th}}$ share each.

D. That said Rabindra Nath Nandy died intestate on **24.02.2003** as bachelor and according to Hindu succession Act., his undivided $1/7^{\text{th}}$ share devolved upon his living brothers **Ajit Kumar Nandy, Ujjal Kumar Nandy, Shakti Kumar Nandi, Sanat Kumar Nandi, Sanjib Kumar Nandy and Utpal Nandy** and sisters namely **Saraswati Chatterjee, Jayashree Modak, Bharati Dey and Arati Das** in equal and said living brothers and sisters jointly got and acquired undivided $1/7^{\text{th}}$ share left by Rabindra Nath Nandy to the extent of undivided $1/70^{\text{th}}$ share out of the entire property mentioned hereinabove. Be it mentioned that one sister Indu Ghosh, wife of Late. Brojogopal Ghosh died on 18.12.2015 as having no child and another sister Ira Mallick also predeceased on 04.10.1986.

E. That said Sanjib Kumar Nandy while in possession of undivided $1/7^{\text{th}} + 1/70^{\text{th}} = 11/70^{\text{th}}$ share out of the entire property, died

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intestate on 20.04.2008 leaving behind his wife **Smt. Rama Nandy** and one son namely **Sri SurajitNandy** and one daughter **Smt. Tumpa Dutta** as his only legal heirs and successors and said legal heirs became the joint absolute Owners of undivided $11/70^{\text{th}}$ share left by Sanjib Kumar Nandy by way of law of inheritance to the extent of undivided $11/210^{\text{th}}$ share each.

F. That said Arati Das while in possession of undivided $1/70^{\text{th}}$ share out of the entire property, died intestate on 02.12.2017 leaving behind her one son namely **Sri Arun Kumar Das** and three daughter namely **Jhunu Dey, Runu Nag and Rupa Das** as her only legal heirs and successors and said legal heirs became the joint absolute Owners of undivided $1/70^{\text{th}}$ share left by Arati Das by way of law of inheritance to the extent of undivided $1/280^{\text{th}}$ share each.

G. That said UtpalNandy while in possession of undivided $1/7^{\text{th}}$ + $1/70^{\text{th}}$ = $11/70^{\text{th}}$ share out of the entire property, died intestate on 19.06.2020 as bachelor leaving behind his living brothers **Ajit Kumar Nandy, Ujjal Kumar Nandy, Shakti Kumar Nandi and Sanat Kumar Nandi** and three sisters namely **Saraswati Chatterjee, Jayashree Modak, Bharati Dey** as his only legal heirs and successors and said legal heirs became the joint absolute Owners of undivided $11/70^{\text{th}}$ share left by UtpalNandy by way of law of inheritance to the extent of undivided $11/490^{\text{th}}$ share each.

H. That in the recited herein above the following persons are the joint absolute Owners of the above mentioned property as per ROR recorded by BL&LRO Singur Hooghly as following manner:

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SL.	Name	Share and Area (Acre)
1.	Sri Ajit Kumar Nandy	0.1791% = 0.127 Acre
2.	Sri Ujjal Kumar Nandy	0.1791% = 0.127 Acre
3.	Sri Shakti Kumar Nandi	0.1791% = 0.126 Acre
4.	Sanat Kumar Nandi	0.1791% = 0.127 Acre
5.	Smt. JayashreeModak	0.0363% = 0.025Acre
6.	Smt. Saraswati Chatterjee	0.0362% = 0.025Acre
7.	Smt. Bharati Dey	0.0363% = 0.026Acre
8.	Smt. Rama Nandy	0.0529% = 0.037Acre
9.	Sri SurajitNandy	0.0529% = 0.037Acre
10.	Smt. Tumpa Dutta	0.0529% = 0.037Acre
11.	Sri Arun Kumar Das	0.0038% = 0.003Acre
12.	Smt. Jhunu Dey	0.0042% = 0.003Acre
13.	Smt. Runu Nag	0.0040% = 0.003Acre
14.	Smt. Rupa Das	0.0040% = 0.003Acre

I. That the Owners herein hereby declare that the under scheduled property is free from all sorts of encumbrances and attachments, whatsoever and such property is exclusive joint possession of the Owners herein by exercising their right, title and interest without any interruption from any corner whatsoever.

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J. That the Owners/vendors herein hereby declare that the under scheduled property is free from all sorts of encumbrances and attachments, whatsoever and such property is exclusive joint possession of the Owners herein by exercising their right, title and interest without any interruption from any corner whatsoever.

K. That the Owners herein hereby also declare that there is no impediment in respect of selling of the above mentioned property to the Purchaser herein and the Owners herein are not presently binding to any agreement/agreement for sale/development agreement or any other contract which may prevent the Owners to sell the above mentioned property.

L. That relying on the aforesaid representation, the Purchaser herein on good faith has approached to the owners herein for purchasing **43 Kattha or 706 Acre (be the same or a little more or less)** of the said property facing entirely Chandannagar Station Road, which is morefully described in the "**A**" **Schedule** hereunder written the Owners herein have also agreed to sale the Schedule mentioned property to the Purchaser against a negotiable value.

M. The Vendors herein effected mutation in their names in the records of B. L & L. R. O, Singur as well as in the records of Chandernagore Municipal Corporation .

N. The Vendors are in uninterrupted and unhindered possession and occupation of the said Property .

O. That earlier Four number of Co-Owners namely **Sri Arun Kumar Das, Jhunu Dey, Runu Nag and Rupa Das** have jointly

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transferred their undivided 1/70TH share measuring 0.012 Acre out of 0.706 Acre in favour of Ithemba Developments Limited by executing a Deed of Conveyance dated 03.05.2023 which was registered at the Office of A.D.S.R. Chandernagore being Deed No.060401405 for the year 2023.

P. That earlier Four number of Co-Owners namely **Smt. Rama Nandy, Sri Surajit Nandy, Smt. Tumpa Dutta, Smt. Jayashree Modak, Smt. Saraswati Chatterjee and Smt. Bharati Dey**, have jointly transferred their undivided respective share measuring **11 Katha 5 Chittaks or 0.187 Acre together with structure of 1307 Sq.ft.** in favour of present Purchasers: (1) Ithemba Developments Limited, (2) Royreyan Services Pvt. Ltd, (3) Transwin Carrying & Forwarding Agent Pvt. Ltd., (4) Utilis Services Pvt Ltd, 5. Roycement Supplier Pvt Ltd, and (6) Genome Corporation, by executing a Deed of Conveyance dated 23.05.2023 which was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.1. CD Volume No.0604-2023, Pages from 37334 to 37378, being Deed No.060401681 for the year 2023.

Q. That in the event of recited herein above said **SRI AJIT KUMAR NANDY (Vendor No.1), SRI UJJAL KUMAR NANDY (Vendor No.2), SRI SHAKTI KUMAR NANDI (Vendor No3), SRI SANAT KUMAR NANDI (Vendor No.4)**, jointly got and acquired remaining share of Land measuring 0.507 Acre each out of the above mentioned entire property measuring about 0.706 Acre .

R. That the Owners herein hereby declare that the under

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scheduled property is free from all sorts of encumbrances and attachments, whatsoever and such property is exclusive joint possession of the Owners herein by exercising their right, title and interest without any interruption from any corner whatsoever.

S. **That** the Owners/vendors herein hereby declare that the under scheduled property is free from all sorts of encumbrances and attachments, whatsoever and such property is exclusive joint possession of the Owners herein by exercising their right, title and interest without any interruption from any corner whatsoever.

T. **That** the Owners herein hereby also declare that there is no impediment in respect of selling of the above mentioned property to the Purchaser herein and the Owners herein are not presently binding to any agreement/agreement for sale/development agreement or any other contract which may prevent the Owners to sell the above mentioned property.

U. The Vendors herein effected mutation in their names in the records of B. L & L. R. O., Singur as well as in the records of Chandernagore Municipal Corporation .

V. The Vendors are in uninterrupted and unhindered possession and occupation of the said Property .

W. That relying on the aforesaid representation, the Purchasers herein on good faith has/have approached to the instant owners herein for purchasing the remaining respective share of Land measuring 0.507 Acre of Land morefully described in the **"B"** **Schedule** hereunder written and hereinafter referred to as the "said property", out of 0.706 Acre which is facing entirely Chandannagar Station Road, (a little more or less), and specifically mentioned in the

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"A" Schedule herein and the Owners/Vendors herein have also agreed to sale the Schedule mentioned property to the Purchasers herein at a price of **Rs. 6,31,95,466/-(Rupees Six Crore Thirty One Lac Ninety Five thousand Four hundred Sixty Six) only.**

X. The Vendors have agreed to sell, transfer and convey a undivided share of Land measuring 0.507 Acre morefully and particularly described in the (B) Schedule hereunder out of the (A) Schedule of property and / or the entirety of the right, title, interest of the Vendors into or upon the said Property and the Purchasers have agreed to purchase the said property, at and for the fair market value of **Rs. 6,31,95,466/-(Rupees Six Crore Thirty One Lac Ninety Five thousand Four hundred Sixty Six) only** unto and in favour of the Purchaser(s) herein .

Y. That the Vendors and Purchasers have entered in to an Agreement for Sale without possession on 23.05.2023 which was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.I, CD Volume No.0604-2023, Pages from 37379 to 37415, being No.060401682 for the year 2023 and the Purchasers was paid a sum of **Rs.2,91,95,468/-(Rupees Two Crore Ninety One Lac Ninety Five thousand Four hundred Sixty Eight) only** towards the advance consideration unto the Vendors and the Vendors to have received acknowledge the same.

Z. That the Vendors are agreed to execution of the instant Sale Deed after receiving the balance consideration of a sum of **Rs.3,39,99,998/-(Rupees Three Crore Thirty Nine Lacs Ninety Nine thousand Nine hundred Ninety Eight) only.**

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AA. At or before the execution of this Indenture, the Vendors have assured and represented to the Purchaser(s) as follows :-

- i) **THAT** the Vendors herein are the lawful owners of the (B) Schedule of the Property .
- ii) **THAT** the said Property is free from all encumbrances, charges, liens, mortgages, acquisitions, lispensens, attachments, trusts, debuttars, lease, tenancies, bargas and liabilities whatsoever and howsoever.
- iii) **THAT** the Vendors have not entered into any agreement for sale, transfer, lease and / or development with any person / party other than the Purchaser(s) in respect of the said Property .
- iv) **THAT** the sale and transfer of the said Property is for legal necessity .

AB. Relying upon the aforesaid representations and believing the same to be true and acting on the faith thereof and having being satisfied after physical verification and site inspection the Purchaser(s) has/have agreed to purchase and acquire the said **PROPERTY** (morefully described and mentioned in the **SCHEDULE** hereunder written) free from all encumbrances, charges, liens, mortgages, lispensens, acquisitions, requisitions, attachments, trusts, debuttars and liabilities whatsoever or howsoever at and for the consideration hereinafter appearing.

NOW THIS INDENTURE WITNESWSETH and it is hereby agreed by and between the parties hereto as follows :-

1. **THAT** in pursuance of the Agreement for Sale without possession being No.060401682 for the year 2023 and in consideration of a sum of **Rs. 6,31,95,466/- (Rupees Six Crore Thirty One Lac Ninety Five thousand Four hundred Sixty Six)**

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only of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Vendors at or before execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge to have received and of and from the payment of the same and every part thereof the Vendors doth hereby acquit, release, and discharge the Purchaser(s) and the said Property hereby intended to be sold, transferred and conveyed in favour of the Purchaser(s) the Vendors doth hereby indefeasibly grant, sell, transfer and convey **ALL THAT** the demarcated property in '**RED COLOUR**' in the plan annexed herewith (hereinafter referred to as the said **PROPERTY** and more fully and particularly mentioned and described in the **SCHEDULE** hereunder written) and / or the entirety of the right, title, interest of the Vendors into or upon the said Property unto and favour of the Purchaser(s) free from all encumbrances, charges, liens, mortgages, lispendens, acquisitions, requisitions, attachments, trusts, debuttur, wakfs and bargas liabilities whatsoever or howsoever **TOGETHER WITH** all benefits and advantages of ancient and other lights allyards, courtyards, area, sewers, drain, ways, courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, wall fences, structures, advantages, appendages and appurtenances whatsoever to the said Property or any part or portions thereto belonging to or in any way appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were or was held, used or occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **AND** the reversion or reversions, remainder or remainders and the rent, issue, profits of the said Property and

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every part thereof **AND** all legal incidences thereof **AND** all the estate, right, title, interest, inheritance, possession, use, trust, claims and demands whatsoever both at law and in equity of the Vendors into and upon and in respect of the said Property or any and every part thereof hereincomprises and hereby sold, granted and transferred **TOGETHER WITH** all deeds and evidences of title which are anyway Exclusively relates to or concerns the said Property or any part or portion thereof which now are or hereafter shall or may be in the custody, power, possession or control of the Vendors or any person or persons from whom the Vendors can or may procure the same without action or suit at law or in equity **AND TO HAVE AND TO HOLD** the said Property hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser(s) absolutely and forever free from all encumbrances, charges, liens, trust, debuttars, wakfs, attachments, acquisitions, requisitions, prohibitions restrictions, easements, barga and lispences whatsoever.

2. **AND** the Vendors doth hereby further covenant with the Purchaser(s) that the Vendors are the lawful owners of the said Property free from all encumbrances, charges, liens, mortgages, attachments, lispences, acquisitions, requisitions, trust, debuttars, wakfs, barga and liabilities of whatsoever nature .

3. **AND** the Vendors doth hereby covenant with the Purchaser that they have not at any time heretofore done or Executed or knowingly suffered or been party or privy to any act.,

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deed, matter or thing whereby or by reason whereof the Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors may be prevented from granting, selling, conveying, assigning and assuring the said Property in the manner as aforesaid .

4. **AND THAT NOTWITHSTANDING** any such act., deed or thing whatsoever as aforesaid the Vendors now have in themselves good, right, full and absolute power and authority to grant, sell, convey, transfer, assure and assign the said Property hereby granted, sold, conveyed, transferred and assured or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid and on the terms and conditions as aforesaid and that **THE** Vendors have duly made over the possession of the **PROPERTY** to the Purchaser(s) herein **AND THAT** the Purchaser (s) shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold, possess and enjoy the same and receive and take all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of his predecessors in title or any one of them .

5. **AND THAT** the Purchaser(s) shall be freed and cleared and freely and clearly and absolutely acquitted, exonerated, released and discharged otherwise by and the costs and expenses of the Vendors well and sufficiently saved, defended and kept harmless and

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indemnified of from and against all and all manner of former or other estates, encumbrances, charges, lines, claims, demands, mortgages, leases, licenses, liabilities, trust, attachment, executions, prohibitions, restrictions, easements and lispendences whatsoever suffered or made or liabilities in respect of the said Property held by the Vendors or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or any of their predecessors in title or any of their as aforesaid or otherwise **AND THAT** all rates, taxes and other impositions and / or outgoing including khazana payable in respect of the said Property upto the Date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendors and those relating to the period subsequent to the date of execution of these presents in respect of the said Property shall be payable by the Purchaser(s).

6. **AND THAT** the Vendors never held and does not hold any excess vacant land within the meaning of the West Bengal Land Reforms Act, 1955 and / or urban Land (Ceiling & Regulation) Act, 1976 and / or West Bengal Estate Acquisitions Act, 1953 and the said Property and part thereof has not been affected or vested under the West Bengal Land Reforms Act, 1955 and / or Urban Land (Ceiling & Regulation) Act, 1976 and / or West Bengal Estate Acquisitions Act, 1953 **AND THAT** no certificate proceedings and / or notice of attachment is subsisting under the Income Tax Act, 1961 **AND THAT** no notice, which is or may be subsisting has been served on the Vendors for the acquisition of the said Property and/or land comprised therein or any part thereof

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under the land Acquisition Act, 1894 or under any law or Acts and / or rules made or framed there under and the Vendors have no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and / or rules for the time being in force affecting the said Property or any part thereof **AND THAT** no suit and / or proceeding is pending in any Court of law affecting the said Property and / or any part or portion thereof nor the same has been lying under any writ or attachment of any Court or revenue Authority **AND FURTHER THAT** the Vendors and all person having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Property or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser(s) make do acknowledge and execute all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Property and ever part thereof unto and to the use the Purchaser(s) as shall or may be reasonably required .

The **Map** enclosed herewith will be treated as a part and parcel of this **Deed**.

(A) SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(ENTIRE LAND)

ALL THAT All that piece and parcel of **BASTU Land** admeasuring 43 (Forty Three) Katha or 0.706 Acre(a little more or less) appertaining to C.S. & R.S. Plot No.462 under R.S. Khatian No.289, corresponding to L.R. Dag No.786(Seven hundred Eighty

Cont.P/19

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Six) under L.R. Khatian Nos. 1597, 1622, 1623, 1624, 1628, 2077, 2174, 3114, 3115, 3118, 3122, 3123, 3124 & 3125, Sheet No.11, within ambit of Mouza & P.S. – Chandannagar, J.L.No.1, District – Hooghly which is delineated and Marked by Red Border in the annexed Deed Plan together with 30 years old mosaic flooring three storied building having area of 4956 Sq.ft. { Residential-2758Sq.ft, (Pucca) & Factory+ Godown-2198 Sq.ft. (Asbestos Shed)} along with all fittings and fixture and every right of easement whatsoever.

Yearly Rent payable infavour of Govt. of West Bengal in the Office of B.L & L.R.O, Singur at Khalisani .

The Property situated under holding No. 545, Chandernagore Station Road under Ward No.10 of Chandernagore Municipal Corporation , P.S. Chandernagore, District Hooghly.

BUTTED AND BOUNDED BY:-

- North :- Municipal Road & Prop. of L.R. Dag No.789.
South :- Chandernagore Station Road, Prop. of L.R. Dag Nos789 & 787.
East :- Property of L.R. Dag Nos. 796, 789, 788 & 787.
West :- Property of L.R. Dag Nos.778, 779, 780 & 785.

“B” SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(TO BE SOLD BY THIS DEED)

OUT OF THE (A) SCHEDULE OF PROPERTY:

District – Hooghly, P.S. & Mouza– Chandannagar, Sheet No.11, R.S. Khatian No.289, C.S. & R.S. Plot No.462, L.R. Khatian Nos. 1623, 1628, 1622 & 1624, L.R. Dag No.786(Seven hundred Eighty Six) :

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(1) **ALL THAT** All that piece and parcel of Undivided share of **BASTU Land** admeasuring **2 (Two) Katha 10 (Ten) Chittaks 24 (Twenty Four) Sq.ft.** (a little more or less) (**Uses as Factory & Godown**) out of 43 (Forty Three) Katha or 0.706 Acre (a little more or less). together with undivided share of 30 years old Cement flooring Asbestos Sheded Room having area of 1596 Sq.ft. along with all fittings and fixture and every right of easement whatsoever .

(2) **ALL THAT** All that piece and parcel of Undivided share of **BASTU Land** admeasuring **1(One) Bigha 8 (Eight) Katha 0(Zero) Chittaks 11 (Eleven) Sq.ft.** (a little more or less) (**Uses as Residential**) out of 43 (Forty Three) Katha or 0.706 Acre (a little more or less) together with undivided share of 30 years old mosaic flooring three storied building having area of 1981 Sq.ft. along with all fittings and fixture and every right of easement whatsoever .

Total area of Land is 1 Bigha 10 Katha 10 Chittaks 35 Sq.ft. or 0.507 Acre together with structure of 3577 Sq.ft.

Yearly Rent payable infavour of Govt. of West Bengal in the Office of B.L & L.R.O, Singur at Khalisani .

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals and day month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMEDVENDOR /
LAND OWNER AND THE PURCHASERS
IN THE PRESENCE OF
WITNESSES:

1. Utsav Nandy
Bagbarow, Kalitaba 1,
chandannagar,

Ajit Kumar Nandy,

2. Ajjal Kr. Nandy.

2. Shesha Chatterjee
chandannagar.

3. Shakti Kr. Nandi

4. Sanat Kumar Nandi

SIGNATURE OF THE VENDORS

Roy Cement Supplier Private Limited.

Kunal G.
Director

ITHEMBA DEVELOPMENTS LTD.

Saunip Ganguly
Director

TRANSWIN CARRYING & FORWARDING
PRIVATE LIMITED

Kunal G.
Director

UTILIS SERVICES PVT. LTD.

Saunip Ganguly
Director

ROYREYAN SERVICES PVT. LTD.

Kunal G.
Director

GENOME CORPORATION

Rashmi Singhania
Partner

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

RECEIVED by the within named **VENDORS / OWNERS** from the within named **PURCHASER(S)**, the sum of **Rs. 3,39,99,998/- (Rupees Three Crore Thirty Nine Lac Ninety Nine Thousand Nine Hundred Ninety Eight) only** as under :

SL.	R.T.G.S.NO.	DATED	AMOUNT(Rs.)
1.	BANK TRANSFER	25.09.2023	84,99,999/-
2.	BANK TRANSFER	25.09.2023	84,99,999/-
3.	BANK TRANSFER	25.09.2023	85,00,000/-
4.	BANK TRANSFER	25.09.2023	85,00,000/-
TOTAL=			3,39,99,998/-

WITNESSES:

1. *Vishal Nandy*
Bagbaraz, Kalihala
Chandernagore.

2. *Susali Bhattacharya*
Chandernagore.

1. *Ajil Kumar Nandy*

2. *Ujjal Kr. Nandy*

3. *Shanti Kr. Nandi*

4. *Sanat Kumar Nandi*

SIGNATURE OF THE VENDORS

Drafted by *[Signature]*
Advocate WB 576/05
Chandernagore Court

Comp. Print by *[Signature]*
Chandernagore Court.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0604-2023, Page from 76809 to 76848
being No 060403560 for the year 2023.



at

Digitally signed by SWAGATA TARAFDAR
Date: 2023.10.13 12:16:55 +05:30
Reason: Digital Signing of Deed.

(Swagata Tarafdar) 13/10/2023

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
West Bengal.