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পশ্চিমৰুজ্গ पश्चिम बंगाल WEST BENGAL

4,21,000)

A 329852

58/8/pg



2 8 JUL 2008

2,9 JUL 2008

DEED OF CONVEYANCE

. Date: 28th July 2008.

Place : Kolkata

3. Parties:

3.1 MANDIRA DEVELOPERS

PVT. LTD., a Private Limited

Company, incorporated under

n 3208 dr 28/7/08

Contd.....2

NAKI CHATTOPADHYAY Advocate Feders' Court. Batasat
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পশ্চিমবাঁঙ্গা पश्चिम बंगाल WEST BENGAL

A. 329853

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Indian Companies Act, 1956, having its registered office at Vill. Jyothhim, P.O. Hatgacha, P.S. K.L.C., District South 24 Parganas, represented by its Director, MONTU MONDAL, son of Dhananjoy Mondal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Jyothhim, P.O. Hatgacha, P.S. K.L.C., District south 24 Parganas.

Contd.....3

নং 2862 22/7/6	MAKI CHATTOPADHYAN
TR.	Judges' Court. Baranat
টাম্প ভেডার রাক্ষর বিধান নগর (সল্টলেক দিটি) এ ডি. এস. আর. ও. মোট স্টাম্প ক্রয় তাং চালান নং মোট কড টাকা খরিদ	0.7 JUL 2008
টেজারী বারাকপুর ভেভার মিতা দত্ত	688000



Hereinafter called and referred to as the "Owner / Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its director in office, administrators, executors, representatives and assigns).

AND

KALYANI PAITH, wife of Gopal Pait, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 7, Udayan Pally, Aswini Nagar, P.O. Aswini Nagar, P.S. Rajarhat presently Baguiati, Kolkata - 700 059.

Hereinafter called and referred to as the "Confirming Party" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, administrators, executors, representatives and assigns).

AND

3.2 <u>ALPHA VANIJYA PVT. LTD.</u>, a Private Limited Company, incorporated under Indian Companies Act, 1956, having its registered office at 493/C/A, G.T. Road (S), Howrah - 711 102, represented by its Director, ASHOK KUMAR DROLIA.

BLD CONSULTANCY SERVICES PVT. LTD., a Private Limited Company, incorporated under Indian Companies Act, 1956, having its registered office at 135, Canning Street, 1st Floor, Kolkata - 700 001, represented by its Director, NARESH KUMAR DALMIA.

Both hereinafter jointly called and referred to as the <u>"Purchasers"</u> (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its directros in office, administrators, representatives and assigns).

Vendor, Confirming Party and the Purchasers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS:-

- 4. Subject Matter of Conveyance:
- 4.1 Said Property: ALL THAT piece and parcel of demarcated plot of Sali land measuring 05 decimals be the same a little more or less, lying and situate at Mouza Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian No. 468, L.R. Khatian No. 2294, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, and morefully described in the Schedule below (Said Property).
- 5. Background, Representations, Warranties and Covenants:
- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchasers regarding title.

- Absolute Ownerhsip of Kalidasi Dasi: One Kalidasi Dasi was the absolute recorded owner of 54 decimals more or less of Sali land in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, in Mouza Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.2 Sale by Kalidasi Dasi to Kamala Biswas: The said Kalidasi Dasi sold, transferred and conveyed 33 decimals more or less of land out of aforesaid 54 decimals of land in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, in Mouza Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, District North 24 Parganas, to one Kamala Biswas, by the strength of of Registered Deed of Conveyance, registered on 12.02.1975, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 28, Pages 73 to 75, being Deed No. 1299 for the year 1975.
- 5.1.3 Sale by Kamala Biswas to Gour Sardar: The said Kamala Biswas sold, transferred and conveyed the aforesaid land measuring 33 decimals more or less to one Gour Sardar, by the strength of of Registered Deed of Conveyance, registered on 28.08.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 6925 for the year 1986.

- Sale by Gour Sardar to Kalyani Paith: The said Gour Sardar sold, transferred and conveyed 05 decimals more or less of land out of his possession, in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian No. 468, L.R. Khatian No. 2294, in Mouza Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, District North 24 Parganas, to one Kalyani Paith, by the strength of of Registered Deed of Conveyance, registered on 28.08.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 132, Pages 305 to 312, being Deed No. 6926 for the year 1986.
- Sale by Kalyani Paithto the present owner, Mandira Developers Pvt. Ltd.:

 The said Kalyani Paithsold, transferred and conveyed the aforesaid land measuring 05 decimals more or less in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian No. 468, L.R. Khatian No. 2294, in Mouza Chawkpachuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana Kalikata, P.S. Rajarhat, District North 24 Parganas, to the present owner, Mandira Developers Pvt. Ltd., by the strength of Registered Deed of Conveyance, registered on 12.10.2007, in the office of the D.R. North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 17, Pages No. 591 to 607, being Deed No. 8463 for the year 2007.
- 5.1.6 Disputes in the Deed bering No. 8463 for the year 2007: In the said Deed bearing Deed No. 8463 for the year 2007, the said Kalyani Paithas vendor and the said Mandira Developers Pvt. Ltd. as purchaser, the R.S. Dag Number was correctly inserted as C.S. Dag No. 408 but corresponding R.S. Dag Number was wrongly inserted as R.S. Dag

No. 416 instead of R.S. Dag No. 413 and also L.R. Khatian Number of the recorded owner, as well as vendor of the said Deed namely Kalyani Pait was left blank. For neccessary correction and for proper adjudication of the said Deed, it is neccessary to correct the R.S. Dag Number corresponding to C.S. Dag No. 408 i.e. R.S. Dag No. 413 and also to fill up the L.R. Khatian Number i.e. L.R. Khatian No. 2294. The said Kalyani Paith Confirming Party herein acknowledged the said mistakes happened in the said Deed bering No. 8463 for the year 2007 and hereby execute the present Deed accepting the correction in R.S. Dag No. 413 and L.R. Khatian No. 2294, in Mouza - Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, for justifying and for proper adjudicating her sale of land to the said Mandira Developers Pvt. Ltd.

Desire of Sale by Mandira Developers Pvt. Ltd. to the present Purchasers, Alpha Vanijya Pvt. Ltd. & BLD Consultancy Services Pvt. Ltd.: The said Mandira Developers Pvt. Ltd. decided to sell ALL THAT piece and parcel of demarcated plot of Sali land measuring 05 decimals be the same a little more or less, lying and situate at Mouza - Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian No. 468, L.R. Khatian No. 2294, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to the present Purchasers, Alpha Vanijya Pvt. Ltd. & BLD Consultancy Services Pvt. Ltd. (Said Property).

- 5.1.8 Title of the Vendor: Thus in the abovementioned circumstances, the vendor has become the absolute owner of the Said Property.
- 5.1.9 True and Correct Representations: The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- Representations, Warranties and Covenants regarding Encumbrances:

 The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition / Requisition: The Vendor has not received any notice.

 from any authority for acquisition, requisition or vesting of the Said

 Property and declares that the Said Property is not affected by any scheme

 of the Panchayet Authority or Government or any Statutory Body.
- No Encumbrance by Act of Vendor: The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.3 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.

- No Dues: No tax in respect of the Said Property is due to the Patharghata Gram Panchayet and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Vendor.
- 5.2.5 No Right of Preemption: No person or persons whosoever have/had/ has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.6 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.7 Free From All Encumbrances: The Said Property is now free from all claims. demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the . Said Property is free, clear and marketable.

- 5.2.8 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and / or alienating the Said Property or any part thereof.

6. Basic Understanding:

Agreement to Sell and Purchase: The Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), have agreed to purchase the Said Property from the Vendor.

7. Transfer:

7.1 Hereby Made: The Vendor hereby sell, convey and transfer to the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property ALL THAT piece and parcel of demarcated plot of Sali land measuring 05 decimals be the same a little more or less, lying and situate at Mouza - Chawkpachuria, J.L. No. 33,

Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian No. 468, L.R. Khatian No. 2294, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas and morefully described in the Schedule below free from all encumbrances.

- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs. 4,21,000.00 (Rupees Four lakhs Twenty One thousand) only paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Memo and Receipt hereunder written admits and acknowledges.
- 8. Terms of Transfer:
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: A sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: Absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to all claim, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses,

debutters, trusts, prohibitions. Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

- 8.1.4 Together with All Other Appurtenances: Together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property, which includes all unrecorded/non-mutated lands purchased by the Vendor as mentioned in the various sub-clauses of Clause 5 above.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the vendor about the correctness of its title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell, which if found defective or untrue at any time, the vendor shall, at its own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and / or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor, confirming party and purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

- 8.3 Delivery of Possession: Khas, vacant and peaceful possession of the Said Property has been handed over by the vendor to the purchasers, which the purchasers admit, acknowledge and accept.
- Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor with regard to which the vendor hereby indemnifies and agrees to keep the purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The vendor hereby covenants that the purchasers and its director, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the vendor.

- Indemnity: The vendor hereby covenants that the vendor or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the purchasers and its director, executors, administrators, representatives and assigns and / or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the purchasers and its director, executors, administrators, representatives and assigns and / or its successors-in-interest by reason of any defect in title of the vendor or any of the representations being found to be untrue.
- No Objection to Mutation: The vendor declares that the purchasers can fully be entitled to mutate its names in all records of the concerned authority including Patharghata Gram Panchayet and to pay tax or taxes and all other impositions in its own names. The vendor undertakes to co-operate with the purchasers in all respect to cause mutation of the Said Property in the name of the purchasers and in this regard shall sign all documents and papers as required by the purchasers.
- Further Acts: The vendor hereby covenants that the vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the purchasers and / or its successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

SCHEDULE

(SAID PROPERTY)

[SUBJECT MATTER OF SALE]

ALL THAT piece and parcel of demarcated plot of Sali land measuring 05 decimals be the same a little more or less, lying and situate at Mouza - Chawkpachuria, J.L. No. 33, Re.Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian No. 468, L.R. Khatian No. 2294, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, butted and bounded as follows:-

ON THE NORTH: Ganesh Mondal.

ON THE SOUTH: Karim Sarder alias Karim Laskar.

ON THE EAST : R.S. Dag Nos. 416 & 414.

ON THE WEST : Gopal Sarder.

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

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of:

(0004- 2) 3M (0

5. 34530 Mil Consul-

Drafted by:

For Pinaki Charopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph.: 2570 8471. '

Composed by:

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.

Montu Mondal

Director of Mandira

Developers Pvt. Ltd.

Owner / Vendor

MANDIRA DEVELOPER'S PVT, LTD.

DIRECTOR

Kalyani Paith

Confirming Party

Communing Farty

Contd.....17

MEMO OF CONSIDERATION

Received Rs. 4,21,000.00 (Rupees Four lakhs Twenty One thousand) only as full and final consideration money of the schedule land morefully mentioned in the Schedule herein after written, from the above named purchasers.

Witnesses:-

1. 12 863 LPS - and;

2. grazo Runcongor.

Montu Mondal.

Director of Mandira

Developers Pvt. Ltd.

Owner / Vendor

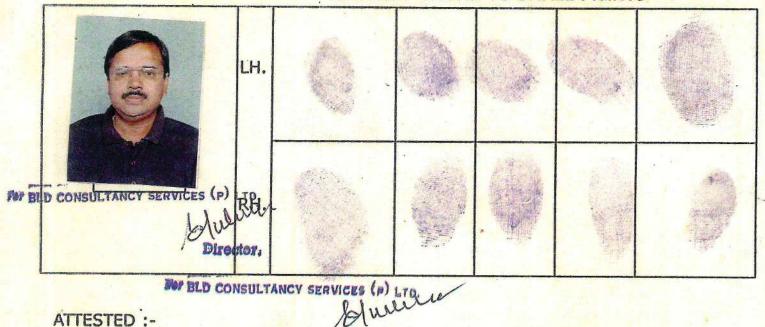
MANDIRA DEVELOPER'S PVT, LTD.

Henry Hendel

SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

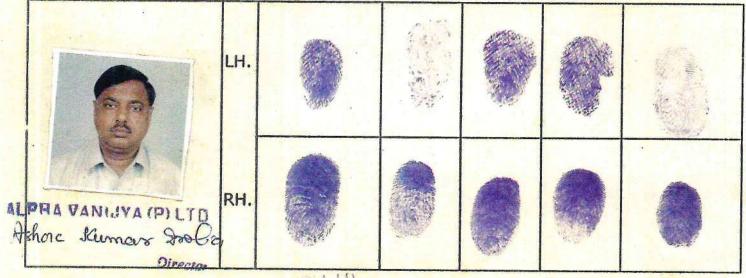
UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



ATTESTED :-

Director,

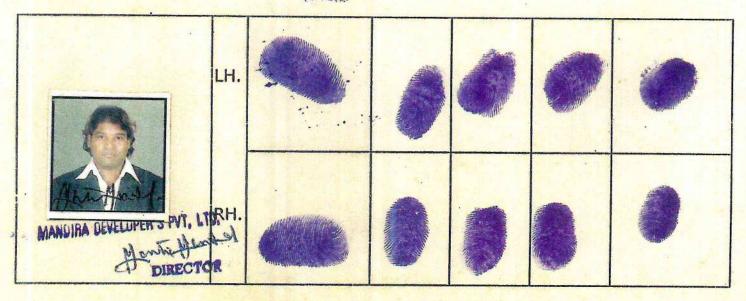


ALPHA VANUIVA IBILLE

ATTESTED :-

Ashor Kumar Dolia

Director

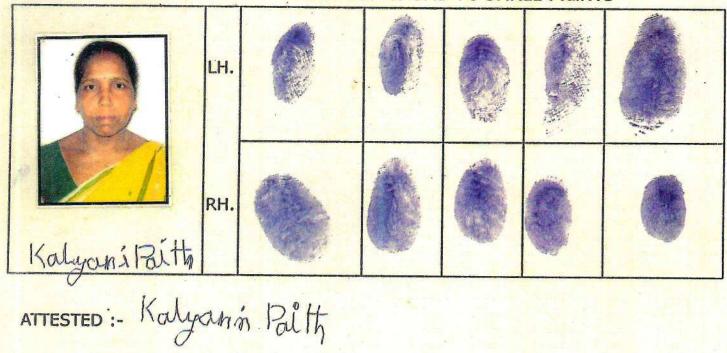


ATTESTED :-

SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT: WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



	LH.			
РНОТО			fi	
	RH.			

ATTESTED :-

РНОТО	LH.			
	RH.			

ATTESTED :-

Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR **BIDHAN NAGAR**

Endorsement For deed Number :1-09904 of :2008 (Serial No. 07985, 2008)

On 28/07/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 19.16 hrs on :28/07/2008, at the Private residence by Montu Mondal, one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 28/07/2008 by

1. Montu Mondal, Director, Mandira Developers Pvt Ltd, Jyotbhim, profession: Business

2. Kalyani Paith, wife of Gopal Paith ,7 Udayan Paly Aswini Nagar Kol-59 ,Thana Rajarhat, By caste Hindu,by Profession : House wife

Identified By Emdadul Naskar, son of A Naskar Rajarhat Thana: -, by caste Hindu, By Profession : Business.

Name of the Registering officer : Abhijit Kumar Das Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/07/2008

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

Payment of Fees:

on:29/07/2008 Fee Paid in rupees under article: A(1) = 4620/-

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 421000/-

Certified that the required stamp duty of this document is Rs 21050 /- and the Stamp duty paid as: Impresive Rs- 1000

Deficit stamp duty

Deficit stamp duty Rs 20070/- is paid, by the draft number 348657, Draft Date 26/07/2008 Bank Name STATE BANK OF INDIA, Calcutta Airport, received on :29/07/2008.

> Name of the Registering officer : Abhijit Kumar Das Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

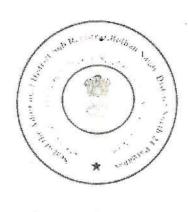
[Abhijit Kumar Das] ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN NAGAR

Govt. of West Bengal

Page: 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 16256 to 16278 being No 09904 for the year 2008.



(Abhijit Kumar Das) 30-July-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal

DAY OF

DEED OF CONVEYANCE

BETWEEN

Mandira Developers Pvt. Ltd. Owner / Vendor

Alpha Vanijya Pvt. Ltd. BLD Consultancy Services Pvt. Ltd. · Purchasers

> Kalyani Paith **Confirming Party**

Drafted by Pinaki Chattopadhyay & Associates Solicitor & Advocates Sangita Apartment, Ground Floor Teghoria Main Road Kolkata - 700 059 .Ph: 2570 8471

> Composed By Paresh Swarnakar 14/B, Jessore Road Kolkata - 700 028