

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL .0 1042812(18

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 5th day of JULY, 2018 (TWO THOUSAND EIGHTEEN) of the Christian Era.

BETWEEN

POORAV INFRASTRUCTURE LIMITED, PAN NO. AAGCP4804Q, a Limited Company registered under the provisions of the Indian Companies Act, 1956, having its Registered Office at AE-686, Sector - I, Salt Lake City, P.O. - Bidhannagar, P.S. - Bidhannagar (North), Kolkata - 700 064, represented by its one of its Directors MRS. BARNALI

CHOWDHURY, PAN NO. AENPC9943P, Aadhaar No. 597047413504, Daughter of Jayanta Kumar Chowdhury, by Nationality - Indian, by Faith - Hindu, by Profession - Business, residing at 175, Nilachal, P.O. Nilachal, P.S. Airport, Kolkata - 700 134, Dist - North 24 Parganas, hereinafter called and referred to as the OWNER / VENDOR (which terms and/or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include its legal heirs, Office-Executor, Office-Administrator, Office-Successors-in-Interest, Legal Representative and/or assigns) of the ONE PART.

AND

CHANDRALI BUILDERS & DEVELOPERS PVT. LTD., PAN NO. AAGCC7497J, a Pvt. Ltd. Company incorporated under the Indian Companies Act, 1956, having its Office at Ukil Patty, Silchar, P.O. – Silchar, P.S. Silchar, Dist – Cochar, Assam, PIN – 788 001, represented by one of its Directors SHRI RANADHIR BASU, PAN NO. ACOPB9778J, Aadhaar No. 329900064614, Son of Late Raman Chandra Bose, by Nationality – Indian, by faith – Hindu, by Profession – Business, all are residing at Ukil Patty, Silchar, P.O. – Silchar, P.S. Silchar, Assam, PIN – 788 001, hereinafter referred to and called as the PURCHASER (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, as proprietor successors- in-interest legal representatives and assigns) of the OTHER PART.

WHEREAS by a Deed of Conveyance dated 13th day of July, 2013 made Limited, (2) Himangini between (1) Himangini Housing Private Developers India Limited, (3) Himangini Tours and Travels India Limited, (4) Himangini Infracon India Limited, (5) Himangini Water Projects Limited, (6) Himangini Properties Private Limited and (7) Himangini Realcon Private Limited, therein collectively referred to as the Vendor of the One Part and Poorav Infrastructure Limited, therein referred to as the Purchaser of the Other Part, duly registered with the Additional Registrar of Assurances - II, Kolkata in Book No. I, CD Volume No. 30, Pages from 6138 to 6160, Being Deed No. 10175 for the year 2013 said Himangini Private Limited and others for the consideration mentioned therein sold, transferred and conveyed absolutely and forever unto and to the said Poorav Infrastructure Limited, the Owner / Vendor herein ALL THAT a piece or parcel of land measuring in aggregate 37 Cottahs 13 Chittacks comprised in R.S. & L.R. Dag Nos. 108 (P) (area of fand measuring 18 Cottahs 07 Chittacks) & R.S. & L.R. Dag No. 109 (P) (area of land measuring 19 Cottahs 06 Chittacks) under R.S. Khatian No. 312, L.R. Khatian No. 2188, 2186, 2195, 2191, 2192, 2193 & 2194, Hal L.R. Khatian No. 2399, lying and situated at MOUZA - TALBANDA, J.L. No. 28, within the local limits of Bilkanda - I Gram Panchayat, Jugberia, P.S. Ghola, Dist - North 24 Parganas, (morefully and particularly mentioned and described in the Schedules there under written and also written in the Schedule hereunder and hereinafter referred to as the "Said Premises").

AND WHEREAS by a Deed of Declaration / Rectification dated the 17th day of August, 2013 made between said (1) Himangini Housing Private Limited, (2) Himangini Developers India Limited, (3) Himangini Tours and Travels India Limited, (4) Himangini Infracon India Limited, (5) Himangini Water Projects Limited, (6) Himangini Properties Private Limited and (7) Himangini Realcon Private Limited, therein collectively referred to as the DECLARANT NO. 1 of the One Part and Poorav Infrastructure Limited, therein referred to as the DECLARANT NO. 2 of the Other Part, the Owner herein, duly registered with the Additional Registrar of Assurances - II, Kolkata in Book No. I, CD Volume No. 35. Pages from 3762 to 3775, Being No. 11826 for the year 2013 said declarants rectified certain mistakes and inaccuracies that accidentally and inadvertently crept in the Deed of Conveyance dated the 13th day of July, 2013 for ALL THAT a piece or parcel of land measuring in aggregate 37 Cottahs 13 Chittacks compised in R.S. & L.R. Dag Nos. 108 (P) & 109 (P) lying and situated at MOUZA - TALBANDA, J.L. No. 28, under local limits of Bilkanda - I Gram Panchayat, P.S. Ghola, Dist - North 24 Parganas, (morefully and particularly mentioned and described in the Schedules there under written and also written in the Schedule hereunder and hereinafter referred to as the "Said Premises")

for

AND WHEREAS thus by virtue of aforesaid manner said POORAV INFRASTRUCTURE PRIVATE LIMITED, the Vendor herein become the absolute Owner of ALL THAT a piece and parcel of Bastu land measuring in aggregate 37 Cottahs 13 Chittacks comprised in R.S. & L.R. Dag Nos. 108 (P) (area of land measuring 18 Cottahs 07 Chittacks) & R.S. & L.R. Dag No. 109 (P) (area of land measuring 19 Cottahs 06 Chittacks) under R.S. Khatian No. 312, L.R. Khatian No. 2188, 2186, 2195, 2191, 2192, 2193 & 2194, Hal L.R. Khatian No. 2399, lying and situated at MOUZA - TALBANDA, J.L. No. 28, within the local limits of Bilkanda - I Gram Panchayat, Jugberia, P.S. Ghola, Kolkata - 700 110, Dist - North 24 Parganas, which is morefully and particularly described in the SCHEDULE hereunder below by virtue of aforesaid Registered Deed of Conveyance being No. 10175 for the year 2013 and by virtue of a Deed of Declaration being No. 11826 for the year 2013 and enjoying and possessing the property in question by paying respective rents and taxes regularly to the appropriate authority concern and since purchase the Vendor herein seized, possessed and enjoying the same without any interruption and the said property is free from all encumbrances, liens, charges, mortgage etc. and have every right to transfer, sale, gift, liens, mortgage in any manner whatsoever to any third party.

AND WHEREAS due to paucity of fund, the Vendor herein have firmly and finally decided to sell and/or transfer the said ALL THAT a piece and parcel of land measuring an area of more or less 30 Decimals comprised

in R.S. & L.R. Dag Nos. 108 (P) under R.S. Khatian No. 312, L.R. Khatian No. 2188, 2186, 2195, 2191, 2192, 2193 & 2194, Hal L.R. Khatian No. 2399, lying and situated at MOUZA - TALBANDA, J.L. No. 28, within the local limits of Bilkanda - I Gram Panchayat, Jugberia, P.S. Ghola, Kolkata - 700 110, Dist - North 24 Parganas which is morefully and particularly described in the SCHEDULE hereunder below against highest consideration price.

AND WHEREAS the Purchaser herein have approached the Vendor herein to sell out the said property to them and they offered a sum of Rs. 60,00,000/- (Rupees Sixty Lakhs) only at the highest consideration price.

THAT a piece and parcel of land measuring an area of more or less 30 Decimals comprised in R.S. & L.R. Dag Nos. 108 (P) under R.S. Khatian No. 312, L.R. Khatian No. 2188, 2186, 2195, 2191, 2192, 2193 & 2194, Hal L.R. Khatian No. 2399, lying and situated at MOUZA - TALBANDA, J.L. No. 28, within the local limits of Bilkanda - I Gram Panchayat, Jugberia, P.S. Ghola, Kolkata - 700 110, Dist - North 24 Parganas which is morefully and particularly described in the SCHEDULE hereunder below at the said highest consideration of Rs. 60,00,000/- (Rupees Sixty Lakhs) only and accordingly a verbal agreement has been made by and between the parties herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement and in consideration of the said sum of Rs. 60,00,000/- (Rupees Sixty Lakhs) only of lawful money of the Union of India well and truly paid by the Purchaser to Vendor herein (the receipt whereof the Vendor hereby admits and acknowledges and of and from the same release and discharge the Purchaser herein the said property, which is more fully and particularly mentioned in the SCHEDULE herein below), the said Vendor herein as beneficial owner do hereby grant, convey, sell, transfer, assign and assure unto and to the use of the said Purchaser herein free from sorts of encumbrances ALL THAT a piece and parcel of land measuring an area of more or less 30 Decimals comprised in R.S. & L.R. Dag Nos. 108 (P) under R.S. Khatian No. 312, L.R. Khatian No. 2188, 2186, 2195, 2191, 2192, 2193 & 2194, Hal L.R. Khatian No. 2399, lying and situated at MOUZA - TALBANDA, J.L. No. 28, within the local limits of Bilkanda - I Gram Panchayat, Jugberia, P.S. Ghola, Kolkata - 700 110, Dist - North 24 Parganas, which is morefully and particularly described in the SCHEDULE hereunder below, and more particularly delineated and marked with RED border in the Map or Plan annexed hereto and/or HOWSOEVER OTHERWISE the said

property hereditaments and premises or any portion thereof now are or is or at any time or times hereto before were or was situated, described or butted and bounded, called, known, numbered distinguished AND ALL the estate right title, interest, use, trust, possession proper claim and demand both at Law and in Equity of the Vendor into and upon the said property hereditaments and premises or any or every part thereof AND ALL REMAINDER OR REMAINDERS AND THE RENTS ISSUES AND PROFITS thereof AND ALL deeds, pattahs, muniments, writings and evidence of title whatsoever relating to or concerning the said property hereditaments and premises which are now or hereafter shall or may be in the custody possession power or control of the said Vendor or any person or persons from whom she can or may procure the Xerox copy of the same without any suit action at Law in Equity free from all encumbrances attachments and encumbrances is totally divested of all rights, title to the LAND sold to the Purchaser herein who have become the full owner with absolute right and title to the said LAND sold hereby and the Purchaser herein are entitled and empowered to mutate its name with the Govt. Sherestha and also in the local Gram Panchayat and pay rents and taxes directly to them and TO ENTER UPON AND TO HAVE AND TO HOLD the said property hereditaments and premises hereby granted, conveyed, assured, sold and transferred or expressed or intended to be and to the use of the Purchaser herein absolutely and forever AND the Vendor herein doth hereby for herself, her heirs, executors, administrators, representatives, covenant with the Purchaser, her heirs, executors, administrators, representatives and assigns that NOTWITHSTANDING any act, deed or thing by the Vendor or any of her predecessor or predecessors-in-title done, committed or executed or knowingly suffered to the contrary, the said Vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereditaments and premises hereby granted, conveyed and transferred and / or expressed so to be and every part thereof unto and to the use of the Purchaser absolutely and for ever for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other thing whatsoever to alter defeat, encumber or make void and same AND that NOTWITHSTANDING any act, deed in themselves, good right, full power absolute authority and indefeasible title to sell, convey or transfer the said property hereditaments and every part thereof granted, conveyed and transferred or expressed so to be unto and to the use of the Purchaser absolutely and forever AND that the Vendor is not in any way encumbered the said property hereditaments and premises hereby granted, conveyed and transferred AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter upon have hold, possess and enjoy the said property hereditaments and premises in Khas and every part thereof and receive and take all rents, issue and profits and without any lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or any person or persons lawfully and equitably claiming from under or in trust for the Vendor or from or under any of this predecessor, predecessors-in-title and the Purchaser herein shall have the right to record her name as rayati in the register of settlement office and will pay the annual revenue to the collector and shall have full right, absolute authority to sell transfer or encumber the said property by any manner whatsoever and the Purchaser will hold, possess and own the said property including her successor/s AND that free and clear and freely and clearly and absolutely discharge saved kept harmless and indemnify against all estate and encumbrances created by the Vendor or any of her predecessor or predecessors-in-title AND FURTHER that the Vendor and all and every other person or persons having or lawfully or equitably claiming any estate or interest in the said property hereditaments and premises or any part thereof from under any of their predecessor or predecessor-in-title shall will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly conveying and assuring the said property hereditaments and premises and every part thereof in manner aforesaid according to the true intent and meaning of this deed and the Vendor delivers peaceful vacant possession of the said below mentioned SCHEDULE property along with all original documents unto and to the use of the Purchaser herein simultaneously on this day of execution of these presents and the Vendor declares that the said property is being used for residential and/or commercial purpose and there is no bar to transfer the undivided proportionate share of kand and the Vendor is in actual possession therein and the Vendor declares that there is no legal impediment in the matter of transferring the said property has not acquired for any public purpose and the Vendor has not received any notice of acquisition or requisition relating to the said property.

not been transferred earlier by the Vendor hereto to any one by sell, gift, lease or mortgage nor have she contracted to sell the same to anybody else for such transfer nor have she encumbered the same in any way and the property sold hereby is free from all acts and manners of encumbrance and the property has not been attached to any court or any other institution and the Purchaser do hereby put in open peaceful possession thereof and the Vendor and/or her heirs, executors, administrators and assigns shall and will and for all times to come at the request and cost of the Purchaser do or execute or caused to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the right, title, interest of the Purchaser to the said property and every part thereof and if the title to and possession in the land sold to the Purchaser be in any way hampered in consequence of any action /fraud / deed performed or done by the

Vendor and if it is found that the property sold hereby is not free from all sorts of encumbrances as herein before stated the Vendor, her heirs, successors, executors and assigns will be liable to pay the compensation to the Purchaser and will be bound to refund the aforesaid total consideration money with interest and all costs thereon.

SCHEDULE OF PROPRERTY

of more or less 30 Decimals comprised in R.S. & L.R. Dag Nos. 108 (P) under R.S. Khatian No. 312, L.R. Khatian No. 2188, 2186, 2195, 2191, 2192, 2193 & 2194, Hal L.R. Khatian No. 2399, lying and situated at MOUZA – TALBANDA, J.L. No. 28, within the local limits of Bilkanda – I Gram Panchayat, Jugberia, P.S. Ghola, Dist – North 24 Parganas together with raiyati interest over the said property and together with all easementary rights thereto and also the right to use and enjoy over the said property and which is fully shown & delineated in the plan annexed hereto and boundary line marked with RED border. The proportionate Annual Rent payable to the Collector, North 24 Parganas District, Govt. of West Bengal. The property is butted and bounded by :-

ON THE NORTH :- By 18' ft. Wide Panchayat Road and Dag No. 108(P);

ON THE SOUTH :- By Dag No. 109;

ON THE EAST :- By 18' ft. Wide Panchayat Road and Dag No. 108(P);

ON THE WEST :- By Dag No. 105;

IN WITNESSESS WHEREOF the Vendor herein have set and subscribed her respective hands and seals on the day month and year first written hereinabove.

Signed Sealed and Delivered

By the Vendor hereto in

the presence of Witnesses:

1) Ship Sankan Nojwonder Dullapuking Shamili fort

2) Laxmi brosh

POORAV INFRASTRUCTURE TO

Bournali Closedly

SIGNATURE OF THE VENDOR

Drafted and Prepared by :-

Advocate
Emrl No. WB 1419 81
Barasat Judges' Court,
Barasat, Kolkata - 700 124,
North 24 Parganas

Computer type by :

(Rana Dey, Barasat)

SIGNATURE OF THE PURCHASER

CHANDRALI BUILDERS & DEVOLOPERS PUT

Ukil Patty, Silchar-1 Mobile : 9435071971, 9435724494

There is no boar for selling and or purchasing this property floud in suestion and or notification on the part of Stort.