

6032

2-05591



পশ্চিমবঙ্গ

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

F 584005

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document is the part of this document.

X

ADDL. DISTRICT Sub-Registrar
Bidhamagar (Salt Lake City)
- 7 MAY 2012

THIS INDENTURE OF CONVEYANCE made this the 4th day of

May 2012 [TWO THOUSAND TWELVE] B - E - T - W - E - E - N

[Faint handwritten notes and signatures in the background]

30 20.05.2012

BAPI DAS
Advocate
Alipore Police Court
Kolkata-700001

Name of Purchaser
Address

Handwritten signature

Bivash Mondal



V.E.T.9.
4178

Bivash Mondal



Identified by me.
Basu Babu Mondal.

S/o Late Lakshikanta Mondal
Mahisbathan, Salt Lake
Kolkata-700102
Business

ADDL. DISTRICT SUB-REGISTRAR
BISHNUPUR, (Salt Lake City)

4 MAY 2012

BIVASH

~~BIBHAS~~ **MONDAL**, son of Late Biswanath Mondal, by faith - Hindu, by occupation - landholder residing at Majher Para, Bidhannagar, District - North 24 Parganas, hereinafter called and 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 his heirs, heiress, successors, executors, administrators, legal representatives, nominees, successors and/or assigns) of the **ONE PART**

AND

[1] TOPSTAR CONCLAVE PVT. LTD., (INCOME TAX PAN:AAECT1609E) a Private Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 30, Chittaranjan Avenue Kolkata - 700012, represented by its Authorised Signatory **Mr. Pankaj Jain**, son of Sampatmal Jain working for gain at 83, Topsis Road (South), Kolkata - 700 046 **AND [2] ADINATH INFRACON PVT. LTD., (INCOME TAX PAN: AAICA2133K)** a Private Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 36/1A, Elgin Road Kolkata - 700020, represented by its Authorised Signatory **Mr. Prakash Kumar Bhimrajka**, son of Late Bajrang Lal Bhimrajka working for gain at 36/1A, Elgin Road, Kolkata - 700 020, hereinafter called and referred to as the **PURCHASERS** (which terms and expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-interest/office and/or assigns) of the **OTHER PART**

W - H - E - R - E - A - S -

1. One Lakhikanta Mondal, residing at Mahishbathan, Post Office - Krishnapur, Police Station - Electronic Complex (previously Bidhannagar East), District - North 24 Parganas, acquired right, title and interest by way of intestate succession and purchase and as such became absolutely seized and possessed and/or otherwise well and sufficiently entitled to amongst others **ALL THAT** piece and parcel of revenue paying Sali Land measuring **164 Decimals** in aggregate be the same a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **R.S. Khatian No. 9, 22 and 236**, (corresponding L.R. Khatian No. 320) lying and situate at Mouza - Mahishbathan, J. L. No. 18, R.S. No. 203, Touzi No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhannagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar Municipality and in the District of North 24 Parganas (hereinafter referred to as the said **ENTIRE LAND**).
2. While being seized and possessed of the said Entire Land the said Lakhikanta Mondal on or about 6th December, 1991 died intestate and was survived by his widow Charubala Mondal, five sons namely Joydeb Mondal, Basudeb Mondal, Sahadeb Mondal,



Addl. District Sub-Registrar/
Bishnupur, (Salt Lake City)

- 4 MAY 2012

Biswanath Mondal, Baidyanath Mondal and a married daughter namely Ranjita Mondal as his heirs and heiresses and/or legal representative to his estate.

3. While being seized and possessed of the undivided one-seventh share or interest of the said Entire Land the said Biswanath Mondal on or about 7th March 1997 died intestate and was survived by his widow Jayabati Mondal, two sons namely Bibhas Mondal and Satyajit Mondal and a daughter Reba Mondal as his heirs and/or heiress and/or legal representative to his estate.
4. While being seized and possessed of the undivided one – seventh share or interest of the said Entire Land the said Charubala Mondal on or about 6th August, 2007 died intestate and was survived by her four sons namely Joydeb Mondal, Basudeb Mondal, Sahadeb Mondal, Baidyanath Mondal and a married daughter namely Ranjita Mondal and two grandsons namely Bibhas Mondal and Satyajit Mondal as her heirs and heiresses and/or legal representative to her estate.
5. While being seized and possessed of the undivided one – seventh share or interest of the said Entire Land the said Baidyanath Mondal on or about 7th November, 2009 died intestate and as a bachelor, he was survived by his three brothers namely Joydeb Mondal, Basudeb Mondal, Sahadeb Mondal and a married sister namely Ranjita Mondal and two nephews namely Bibhas Mondal and Satyajit Mondal as his heirs and heiresses and/or legal representative to his estate.

6. By and under a Deed of Partition dated 26th day of July 2010 made between Joydeb Mondal, therein referred to as the Party of the First Part, Basudeb Mondal, therein referred to as the Party of the Second Part, Sahadeb Mondal, therein referred to as Party of the Third Part, Ranjita Mondal, therein referred to as Party of the Fourth Part and Bibhas Mondal and Satyajit Mondal therein collectively referred to as Party of the Fifth Part and registered at the Additional District Sub-Registration Office Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 13 Pages 162 to 197 **Being No. 07574** for the year 2010, in consideration of the said Bibhas Mondal and Satyajit Mondal having transferred and conveyed their respective undivided right or title or share upon other immovable properties, the said Joydeb Mondal, Sahadeb Mondal, and Ranjita Mondal, have transferred and conveyed their respective undivided right, title and interest in favour of the said Bibhas Mondal and Satyajit Mondal as such the said Bibhas Mondal and Satyajit Mondal became exclusively entitled to amongst others **ALL THAT** piece and parcel of revenue paying Sali Land measuring **6.00 Decimals** out of **164 Decimals** in aggregate be the same or a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 320**, (corresponding R.S. Khatian No. 9, 22 and 236) lying and situate at Mouza – Mahishbathan, J. L. No. 18, R.S. No. 203, Tozji No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police



Additional District Sub-Registrar
Bihannagar, Bihar (Sakal Lok City)

4 MAY 2022

Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhnanagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar Municipality and in the District of North 24 Parganas, absolutely and forever, which is morefully and particularly mentioned and described in the Third Schedule thereunder written (hereinafter for the sake of brevity referred to as the 'said **ALLOTTED PORTION**').

7. The said Jayabati Mondal wife of Late Biswanath Mondal and Reba Mondal daughter of Late Biswanath Mondal having relinquished their respective right, title and interest whatsoever upon the said **ALLOTTED PORTION** in favour of Bibhas Mondal and Satyajit Mondal, the said Bibhas Mondal and Satyajit Mondal became well and sufficiently entitled to **ALL THAT** piece and parcel of revenue paying Sali Land measuring **6.00 Decimals** out of **164 Decimals** in aggregate be the same a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 320**, (corresponding R.S. Khatian No. 9, 22 and 236) lying and situate at Mouza – Mahishbathan, J. L. No. 18, R.S. No. 203, Touzi No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhnanagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar Municipality and in the District of North 24 Parganas.

8. By and under another Deed of Partition dated 26th day of July 2010 made between Bibhas Mondal, therein referred to as the Party of the First Part and Satyajit Mondal therein referred to as Party of the Second Part and registered at the Additional District Sub-Registration Office Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 13 Pages 198 to 219 **Being No. 07575** for the year 2010, in consideration of the said Bibhas Mondal having transferred and conveyed his undivided right or title or share upon other immovable properties, the said Satyajit Mondal, has transferred and conveyed his undivided right, title and interest in favour of the said Bibhas Mondal as such the said Bibhas Mondal became exclusively entitled to amongst others **ALL THAT** piece and parcel of revenue paying Sali Land measuring **3.00 Decimals** out of **6.00 Decimals** in aggregate be the same a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 320**, (corresponding R.S. Khatian No. 9, 22 and 236) lying and situate at Mouza – Mahishbathan, J. L. No. 18, R.S. No. 203. Touzi No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhnanagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar Municipality and in the District of North 24 Parganas, absolutely and forever, which is morefully and particularly mentioned and described in the Second Schedule thereunder written.



Addl. District Sub-Registrar/
Bidhanagar, (Salt Lake City)

- 4 MAY 2012

9. Thus by the operation of the laws of inheritance and by virtue of the Deed of Partition as recited hereinabove, the said Bibhas Mondal became absolutely seized and possessed and/or otherwise exclusively entitled to amongst others **ALL THAT** demarcated part or portion of revenue paying Sali Land measuring **3.00 Decimals** in aggregate be the same a little more or less, having Fayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 1449** lying and situate at Mouza – Mahishbathan, J. L. No. 18, R.S. No. 203, Touzi No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhannagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar Municipality and in the District of North 24 Parganas, morefully and particularly described and mentioned in the **SCHEDULE** hereunder written (hereinafter referred to as the said **LAND**).
10. The **VENDOR** herein being the absolute owner has agreed to sell out of the said Allotted Portion and the Purchasers have agreed to purchase **ALL THAT** demarcated part or portion of all that piece and parcel of revenue paying Sali Land measuring **3.00 Decimals** out of **6.00 Decimals** in aggregate be the same a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 1449**, lying and situate at Mouza – Mahishbathan, J. L. No. 18, R.S. No. 203, Touzi No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhannagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar Municipality and in the District of North 24 Parganas (hereinafter for the sake of brevity referred to as the 'said **LAND**') (which is more fully and particularly mentioned and described in the **SCHEDULE** hereunder written), at or for a consideration of **Rs.18,15,000/-[Rupees Eighteen Lakhs Fifteen Thousand Only]** and on such terms and conditions hereinafter mentioned.
11. At or before execution of these presents the **Vendor** herein have assured, declared and represented to the Purchasers as follows (hereinafter collectively referred to as **The Representations**);
- I. THAT the said **LAND** is free from all encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers). Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;



addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

7-4 MAY 2002

- II. THAT the **Vendor** holds free and marketable title in respect of the said **LAND**;
- III. THAT save and except the **Vendor** nobody has any right, title and interest of any nature whatsoever and howsoever in the said **LAND**;
- IV. THAT the **Vendor** [or **Vendor's** predecessor-in-interest] exercised his option to retain the said **LAND** by submission of Form 'B' under the West Bengal Estates Acquisition Act, 1953 **OR** the said **LAND** described in the **Schedule** hereunder written stands retained by the then raiyat not having agricultural land beyond the ceiling of the predecessor-in-interest as the case may be;
- V. THAT the said **LAND** described in the **Schedule** hereunder written has been recorded in the finally published in the khanda-khatian of the **Vendor** [or **Vendor's** predecessor-in-interest] as the case may be;
- VI. THAT the said **LAND** described in the **Schedule** hereunder written stands retained by the **Vendor** through operation of family ceiling as envisaged in Chapter II-B of West Bengal Land Reforms Act;
- VII. THAT the **Vendor** is not member of Scheduled Caste or Tribe and hence is not required to obtain previous permission in writing from the Revenue Officer under Section 14C of West Bengal Land Reforms Act, for transfer of the said **LAND**;
- VIII. THAT the **Vendor** has not entered into any Agreement for Sale or lease or transfer in any other manner whatsoever in respect of the said **LAND** with any other person or persons save and except the **Purchasers** herein;
- IX. THAT the **Vendor** is and his predecessors-in-title were in uninterrupted and/or undisputed Khas possession of the said land without any right or any claim whatsoever of any third party.
- X. THAT all rates, charges, taxes, cess and all other outgoings levied, charged or imposed by any public body or authority including the concerned municipality in respect of the said **LAND** has been duly paid till date and no amount thereof remaining outstanding and in case it is outstanding, the same shall be paid by the **Vendor** forthwith on demand without any demurr. The **Vendor** also agree to pay all such outgoings which may be levied with retrospective effect in future by the authorities;
- XI. THAT the said **LAND** or any part or portion thereof is not subject to any notice of acquisition or requisition neither the **Vendor** has been served with any notice of acquisition or requisition under the Land Acquisition Act or under any notification, rules, and regulator whatsoever nor the same is subject to any



Handwritten text in Tamil, including the name of the company and its registration number. A green curved line is drawn over the text.

- 4 MAY 2012

attachment under the Public Demand Recovery Act, Income Tax, or any other law for the time being in force;

XII. THAT there is no Bargadar and/or Bhagchasi [be it recorded in the R.O.R. or not] into or upon the said **LAND** or any part or portion thereof;

XIII. THAT the **Vendor** [or **Vendor's** predecessor-in-interest] nor any body claiming from or under them nor any of them have or has granted any right of way or easement or license or created any other type of right or rights whatsoever and howsoever to or in favour of any person or persons, company or corporation or in respect of the land or any part of portion thereof nor such right has become effective by prescription or otherwise, howsoever and that the owners or occupiers of the adjoining lands or the public do not use or have any lawful access to any part of the said **LAND** for passing and re-passing between any points within the **LAND** or for water line, drainage line, or for any other purpose whatsoever;

XIV. THAT no part or portion of the said **LAND** can be deemed to be vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and liable to be surrendered / acquired thereunder;

XV. THAT the said **LAND** is or any part or portion thereof is subject to any proceedings under any law for the time being in force. There is no decree, attachment or any other order of any court or authority operating against the **Vendor** or the said **LAND** or part or portion thereof, which has the effect of prevailing or restraining the **Vendor** in dealing with and/or disposing of the said **Land** which can prejudicially affect the title to the same;

XVI. THAT the **Vendor** is in possession, power or control of the documents of title and further confirm that no document of title has been delivered, deposited or handed over by the **Vendor** or any predecessors-in-title to any person whomsoever with a view to creating security, charge or lien thereon;

XVII. THAT the **Vendor** has agreed to indemnify and keep indemnified the **Purchasers** against any loss, damage (immediate, remote or consequential) action, claim, suit, proceedings, cost charges and expenses in respect of anything and everything stated herein and as regards any hidden defect in title of the **Vendor** of any nature whatsoever and properties of the **Vendor** shall be liable and responsible for discharge of the indemnity;

XVIII. THAT the **Vendor** is lawfully seized and possessed of or otherwise well and sufficiently to the said **LAND** described in the **Schedule** hereunder written;



✓
Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

- 4 MAY 2012

XIX. THAT the **Vendor** is fully entitled and legally capable to sell and transfer the said **LAND** described in the **Schedule** hereunder written in favour of the **Purchasers;**

XX. THAT there is no legal bar or impediment under the provisions of any law or rule framed there-under and for the time being in force, in the **Vendor** effecting sale and transfer of the said **Land** in favour of **the Purchasers;**

6. Having decided to sell and dispose of the said **LAND** the **Vendor** approached the **Purchasers** and made the aforesaid **Representations** to the **Purchasers** and offered to sell and transfer the said **LAND** in favour of the **Purchasers** at or for a **TOTAL CONSIDERATION of Rs.18,15,000/- [Rupees Eighteen Lakhs Fifteen Thousand Only];**

7. Relying upon the **Representations** of the **Vendor** as aforesaid and believing the same to be true and acting on faith thereof the **Purchasers** have accepted the offer of the **Vendor** and agreed to purchase and acquire the said **LAND** from the **Vendor** at or for a **TOTAL CONSIDERATION** as aforesaid on the terms and conditions hereinafter recorded;

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH that pursuant to the **Representations** and Offer made by the **Vendor** to the **Purchasers** and the **Purchasers**, having relied upon the **Representations** of the **Vendor** as aforesaid and believing the same to be true and acting on faith thereof and thereafter having accepted the offer of the **Vendor** and in further **TOTAL CONSIDERATION** of a sum of **Rs.18,15,000/- [Rupees Eighteen Lakhs Fifteen Thousand Only]** of the lawful money of the Union of India well and truly paid by the **Purchasers** to the **Vendor** at or before the execution of these presents (the receipt whereof the **Vendor** doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release exonerate and discharge the **Purchasers** and the said **LAND** hereby intended to be sold transferred and conveyed) the **Vendor** doth hereby indefeasibly grant, sell, transfer, convey, assign and assure unto and to the **Purchasers** the said **LAND** being **ALL THAT** demarcated part or portion of all that piece and parcel of revenue paying Sali Land measuring **3.00 Decimals** out of **6.00 Decimals** in aggregate be the same a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 1449**, lying and situate at Mouza - Mahishbathan, J. L. No. 18, R.S. No. 203, Touzi No. 147, Dakshin Para, Thakdari Road, within the territorial limits of Electronic Complex [previously Bidhannagar (East)] Police Station and within the jurisdiction of the Additional District Sub-Registration Office Bidhannagar, Salt Lake City and within the local limits ward no. 1 of the Bidhannagar



✓
Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

- 4 MAY 2012

Municipality and in the District of North 24 Parganas, hereinafter called and referred to as the said **LAND** and more fully and particularly mentioned and described in the **SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the said **LAND** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished in the map or plan annexed hereto and thereon bordered **RED TOGETHER WITH** all structures, sheds, corrections, yards, courtyards, areas, trees, bushes, crops, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever or howsoever thereto or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits of the said **LAND** and every part or portion thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said **LAND** or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattas muniments and evidences of title which are anyways exclusively relates to or concerns the said **LAND** or any part or portion thereof which now are or hereinafter shall or may be in the custody power possession or control of the **Vendor** or any person or persons from whom the **Vendor** can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said **LAND** 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 **Purchasers** absolutely and forever free from all encumbrances including but **NOT** limited to charges, liens, lispendence, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;

AND THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS as

follows:

- a. **THAT NOTWITHSTANDING** any act, deed matter or thing whatsoever by the **Vendor** done or executed or knowingly suffered to the contrary the **Vendor** is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said **LAND** together with all the structures and appurtenances thereto hereby sold, granted, conveyed, transferred, assigned and intended so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or to make void the same;



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

4 JAN 2012

- b. THAT NOTWITHSTANDING** any act, deed or thing or committed by the **Vendor** or any of his/her ancestors or predecessors-in-title the **Vendor** has good right full power and absolute authority to sell, grant, convey, transfer, assign and assure the said **LAND** and the rights properties appurtenances hereditament and premises hereby sold transferred and conveyed unto the **Purchasers** in the manner aforesaid;
- c. THAT NOTWITHSTANDING** anything contained herein, the said **LAND** shall always be put to use for such purposes as the **Purchasers** deems fit and proper in accordance with law;
- d. AND THAT** the said **LAND** together with structures appurtenant thereto hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but **NOT** limited to charges, liens, lispendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargachars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the **Vendor** or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the **Vendor** in the said land together with structures appurtenant thereto hereby sold in the manner aforesaid.
- e. AND THAT** the **Purchasers** shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same and every part thereof 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 claiming through from under or in law or trust for the **Vendor** or any of his/her/their ancestors or predecessors-in-title.
- f. AND FURTHER THAT** the **Vendor** and all persons having lawfully or equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever and howsoever into, upon and in respect of the said **LAND** together with structures appurtenant thereto hereditament and premises or any part or portion thereof through under or in trust for the **Vendor** or any of his/her/their ancestors or predecessors-in-title shall and will from time to time and at all times hereafter at the request cost and expenses of the **Purchasers** make, do, execute and perfect or cause to be made, done executed and perfected all such further and absolutely assuring, conveying and confirming the said **LAND** unto and to the use and benefit of the said **Purchasers** forever in the manner as aforesaid, as the said **Purchasers** shall or may reasonably require **AND FURTHER MORE THAT** the **Vendor** shall at all times hereafter indemnify and keep indemnified the **Purchasers** against losses, damages, costs, charges and



✓
New York State
Albany, NY 12242-1000
Tel: 518-474-2300
Fax: 518-474-2301
www.nys.gov

4 MAY 2012

expenses, if any, suffered by reason of any defect in title of the **Vendor** or any breach of the covenants hereunder contained;

- g. AND ALSO** the **Vendor** has not at any time done or executed or knowingly suffered or been part to any act deed or things whereby and whereunder the said **LAND** together with structures appurtenant thereto hereby sold, granted, transferred and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise;
- h. AND THAT** the **Vendor** shall and will make and affirm such affidavit or affidavits and sign all papers and documents as necessary for the purpose of effecting mutation of the Purchasers' name in the records of Block Land & Land Revenue Officer and/or concerned Municipality and/or also with such other statutory body or bodies.
- i. AND** the **Vendor** doth hereby further covenant and assure the **Purchasers** that he/she/they hath not encumbered the said land together with structures appurtenant thereto hereditament and premises in any way and hath full right and absolute authority and power to sell the same in the manner aforesaid and for any reason whatsoever if the **Purchasers** are dispossessed and/or deprived of full enjoyment of the said **LAND** together with structures appurtenant thereto hereditament and premises or any part or parcel thereof the **Vendor** shall and will indemnify the **Purchasers** entirely for the losses and damages to be suffered by it in respect of the said **LAND** together with structures appurtenant thereto hereditament and premises hereby sold;
- j. AND THAT** the **Purchasers** herein shall be free clear and absolutely discharged saved harmless and kept indemnified against all estates, charges and encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever created occasioned or made by the **Vendor** or any person or persons lawfully or equitably claiming as aforesaid;
- k. AND FURTHER THAT** the **Vendor** doth hereby declare and confirm that he/she/they do not hold any excess vacant land within the meaning of West Bengal Land Reforms Act 1955 and also Urban Land (Ceiling & Regulation) Act 1976, both as amended up to date;
- l. AND FURTHER THAT** the **Vendor** shall and will pay all outstanding Municipal District Board and/or Panchayat rates and taxes Government Revenues and all other impositions



Additional District Sub-Registrar
Bidhanagar, (Salt Lake City)

- 4 MAY 2012

whatsoever due and payable by the Vendor or any of his ancestors or predecessors-in-title up to the date of these presents;

- m.** **AND** the **Vendor** has agreed to indemnify and keep the **Purchasers**, its successor and/or successors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings;
- n.** **AND IT IS HEREBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the **Vendor** covenant and assured the **Purchasers** that all title deeds, muniments, papers, documents and receipts in respect of the said **LAND** hereby conveyed to the **Purchasers** hereto has long been destroyed and/or lost from the possession power and control of the predecessor-in-title of the Vendor herein and as such the Vendor herein represents and undertakes to keep the **Purchasers** indemnified saved and harmless against any actions, proceedings, suits, loss, damages, impositions, claims arising out of any issues relating to defect in title of the said land.
- o.** **AND THAT** the **Vendor** also declares and confirms that he/she/they are in khas and vacant possession of the said **LAND** together with structures appurtenant thereto and no one else have any right or interest therein or on any part or portion thereof as occupant or otherwise.
- p.** **AND THAT** the **Vendor** herein declares and confirms that the said **LAND** more fully and particularly mentioned and described in the **SCHEDULE** hereunder written has got no claim whatsoever with any Government Body and/or statutory body and/or any agency under the Government.
- q.** **AND IT IS HEREBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the **Vendor** covenant and assured the **Purchasers** that all title deeds, muniments, papers, documents and receipts in respect of the said **LAND** hereby conveyed to the **Purchasers** hereto and more fully and particularly mentioned and described in the **Schedule** hereunder written shall remain in custody, control and power of the **Vendor** herein fully secured, saved harmless, un-obliterated and un-defaced with the covenant for production, inspection maintenance and security and the **Purchasers** herein shall have the right and power to take inspection thereof or obtain extracts therefrom at its own costs and expenses at all times upon forty eight hours prior notice in writing to the **Vendor** herein, and the **Vendor** shall produce the original of these presents to all courts of law, tribunals, arbitration proceeding and other places at all times upon request and cost of the **Purchasers** herein upon forty eight hours prior notice in writing.
- r.** **AND THAT** it is deemed that the **Vendor** simultaneously with the execution of these presents the **Vendor** has put the **Purchasers** into actual, physical, vacant and peaceful



addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

4 MAY 2012

possession of the said **LAND** in implementation of these presents and the covenants as recorded herein.

AND THE VENDOR doth hereby assure and covenant with the **Purchasers** that in the event of there being any defect in title and/or any claim from any third Party, or any of the representations is found to be incorrect or false, the **Vendor** shall cause such defect to be removed, remedied and for such purposes sign, execute and register all such deeds of rectification and/or declaration and/or amendment and have agreed to keep the **Purchasers** saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings arising out of such defect in title and/or misrepresentation **AND** if for any reason whatsoever the **Vendor** fails to execute and register such deeds of rectification and/or declaration and/or amendment, under such eventuality the **Vendor** herein authorize and/or empower the Purchaser and/or their nominee Mr. Pratit Chakraborty son of Late Prabir Chakraborty of 83 Topsia Road (South) Kolkata - 700045 to represent the **Vendor** as his/her/their/its constituted attorney and present for registration on such deeds of rectification and/or declaration and/or amendment before the concerned registering authority or authorities;

AND THAT the **Vendor** never held and do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the West Bengal Land Reforms Act as amended upto date **AND THAT** no certificate proceedings and/or notice or attachment is subsisting under the Income Tax Act, 1961 **AND THAT** no notice, which is or may be subsisting has been served on the **Vendor** for the acquisition or the said **LAND** or any part or portion thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the **Vendor** has no knowledge of issue of any of 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 **LAND** or any part or portion thereof **AND THAT** no suit and/or proceeding is pending in any Court of law affecting the said **LAND** or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or revenue Authority **AND FURTHER THAT** the **Vendor** and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said **LAND** or any part or portion thereof from through under or in trust for the **Vendor** shall and will from time to time and at all times hereafter at the request and cost of the **Purchasers** make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said **LAND** and every part or portion thereof unto and to the use the **Purchasers** as shall or may be reasonably required.



✓
Addl. District Sub-Registrar
Bidharpur, (Salt Lake City)

1 - 4 MAY 2012

AND FURTHER THAT Schedules and Plans annexed hereto form and constitute as an integral part of this Deed and while constructing and/or interpreting the meaning of this Deed the same shall be relied upon;

Simultaneously with the execution of this Deed of Conveyance the **Vendor** has made over to the **Purchasers** the actual, physical, vacant and peaceful possession of the said **LAND;**

AND IT IS HERBY FURTHER AGREED AND DECLARED by and between the parties hereto that the **Purchasers** and/o- their nominee Mr. Pratit Chakraborty son of Late Prabir Chakraborty of 83 Topsia Road (South) Kolkata – 700046 as the Constituted Attorneys and/or Authorized Representatives of the **Vendor** is hereby authorized and shall be entitled:

1. To commence prosecute or defend or intervene or to take part or abandon or withdraw or compromise in any suit, action appeal matter or other legal proceedings in any Courts, either Civil or Criminal or before Income Tax Officer and Wealth Tax officer or before the Tribunal or the Board of Revenue or BL & LRO or before the Municipal Commissioner or the Assessor Collector of the concerned municipality that may be necessary for the management of our affairs arising out of the said Land and for that purpose to engage and employ Advocates or Solicitors or such other Law officers and Agents and sign Vakalatnamas, powers and sign and verify such plaints, written statements, petitions, affidavits, verifications, tabular statements and other necessary cause papers in any suit matter, motion, appeal or proceeding and to present any documents, pleadings and other instruments in writing in our names and on our behalf and to appear and make statements on oath or otherwise and to give evidence on our behalf in relation to our affairs arising out of the said Land and also to obtain legal advice in any matter as our said attorneys shall think fit and proper;
2. To cause the sanction of structural plans or building plans or to be revalidate/modify/alter and to pay fees, costs, charges for such sanction / revalidation / modification / alteration of such structural plan or building Plans to be sanctioned by the competent authority.
3. To appoint Architect or Architects, Engineers, Surveyors and to have surveyed and soil-tested of the said **LAND** as necessary and for that purpose to make all necessary correspondences with the authorities concerned.
4. To sign, execute and submit all necessary papers, application, documents, statements, undertakings, declaration and map or plans as may be required for having the map/plan or plans in respect of the said **LAND** and also for sanction by the Competent Authority and/or any other Authority or Authorities having jurisdiction in this regard.



✓
Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

4 MAY 2012

5. To appear and represent before all the appropriate authority or authorities including the Municipality, Panchayat, Police Department, Block Land & Land Reforms Officer or its superior authorities, District Magistrate / Collector in connection with the mutation and conversion of the said **LAND**, and/or change in use and character of the said **LAND** in the Land Records of the Govt. of West Bengal;
6. To pay all rates, taxes, charges, expenses and other outgoings whatsoever for and on account of the said **LAND** or any part thereof (and similarly to receive excess payments receivable from concerned Authorities for and on account of the said **LAND** or any part thereof).
7. To appear and represent and sign on behalf of the **Vendor** before all authorities including those under the Municipality for fixation and/or finalisation of the annual valuation of the said **LAND** and for that purpose to sign, execute, register and submit necessary papers and documents and to do all such other acts, deeds and things as the said Attorney may deem fit and proper.
8. To obtain mutation of the said **LAND** in the records of the BL & LRO or any other authority and for this purpose sign and execute all applications, declarations, undertakings, affidavits, statements and all other necessary papers and documents as may be required and file the same and follow up and represent us for obtaining suitable orders and obtaining the necessary orders;
9. To obtain change in use and character of the **LAND** contained in the said Land from the Office of the BL& LRO and/or any other competent authority and for this purpose sign and execute all applications, declarations, undertakings, affidavits, statements and all other necessary papers and documents as may be required and file the same and follow up and represent us for obtaining suitable orders and obtaining the necessary orders;
10. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the **Vendor** could do in person.

THE SCHEDULE ABOVE REFERRED TO
(SAID LAND)

ALL THAT demarcated part or portion of all that piece and parcel of revenue paying Sali Land measuring **3.00 Decimals** out of **6.00 Decimals** in aggregate be the same a little more or less, having Rayati rights therein and comprised in **R.S./L. R. Dag No. 464**, corresponding to **L.R. Khatian No. 1449**, lying and situate at **Mouza – Mahishbathan**, J. L. No. 18, R.S. No. 203, Touzi No. 147, **Dakshin Para, Thakdari Road**, within the territorial limits of **Electronic Complex [previously Bidhannagar (East)] Police Station** and within the jurisdiction of



Adl. District Sub-Registrar
Bidhan Nagar. (Salt Lake City)

- 1 MAY 2012

the Additional District Sub-Registration Office Bidhnanagar, Salt Lake City and within the local limits **ward no. 1 of the Bidhannagar Municipality** and in the **District of North 24 Parganas**, a detail where of is set out hereinafter.

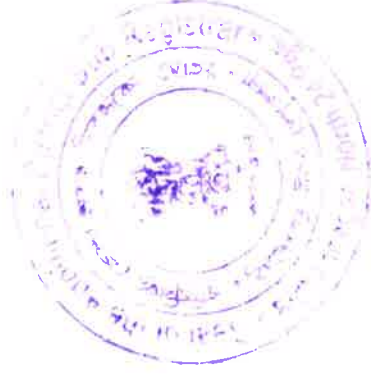
| Sl. No. | R.S. Dag No. | L.R. Dag No. | L. R. Khatian No. | Nature of Land | Share in Dag conveyed | Total Area in Dag (Decimal) | Area conveyed (Decimal) | |
|--------------|--------------|--------------|-------------------|----------------|-----------------------|-----------------------------|-------------------------|--|
| 1 | 464 | 464 | 1449 | Sali | 0.0201 | 164.00 | 3.00 | |
| TOTAL | | | | | | | 3.00 | |

AND recorded its name in the records of rights of the Government of West Bengal upon payment of proportionate revenue at the office of the BL & LRO at Rajarhat and also mutate its name in the records of the Bidhnanagar Municipality upon payment of proportionate rates and taxes as applicable

OR HOWSOEVER OTHERWISE the said **LAND** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished and more clearly shown and delineated in the map or plan annexed hereto and thereon bordered **RED** which is butted and bounded in the manner following:-

DAG NO.464

ON THE NORTH : By Service Road,
 ON THE EAST : By Dag No. 469
 ON THE SOUTH : By Dag No. 470
 ON THE WEST : By Service Road



Adl District Sub-Registrar
Bidhanagar, (Salt Lake City)

4 MAY 2002

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

SIGNED, SEALED AND DELIVERED by
the above named **VENDOR** in the presence
of:

Bivasishu Mondal

1. *Basudab Mondal*
S/o Laxmikanta Mondal
Mohishentham, Saltlake
Kolkata - 700102
2. *Radhakrishnan Samanta*
1/11, Arguing Road
Kolkata - 700032

(Signature of **VENDOR**)

Drafted & prepared
in my office :

Dr. H. G. Sr.

Advocate

HIGH COURT. ~~Calcutta~~
CALCUTTA.

*The contents of these presents
have been read over and
explained by me to the
Vendor herein which he has
admitted to have understood.*

Dr. H. G. Sr.
Advocate



Additional District Sub-Registrar
Bidhanagar (Sector 11, Lake City)

- 4 MAY 2012

RECEIVED of and from the within-named **PURCHASERS** the within-mentioned sum of **Rs.18,15,000/- [Rupees Eighteen Lakhs Fifteen Thousand Only]** being the TOTAL CONSIDERATION money payable under these presents as per memo below:

Rs.18,15,000/-

[Rupees Eighteen Lakhs Fifteen Thousand Only]

MEMO OF CONSIDERATION

| SL. No. | In Favour of | Bank Name | Cheque No. & Date | Amount (in Rs) |
|--------------|---------------|--------------------|------------------------|---------------------|
| 1 | Bibhas Mondal | Bank of India | 000003, dt. 03/05/2012 | 9,07,500.00 |
| 2. | Bibhas Mondal | Punjab & Sind Bank | 734254, dt. 03/05/2012 | 9,07,500.00 |
| TOTAL | | | | 18,15,000.00 |

Bivash Mondal

SIGNATURE OF THE VENDOR

Witnesses:

1) *Basuvelal Mondal*

2) *Radhke Sigmam Panthans*



Additional District Sub-Registrar
Bichannagar, Salt Lake City)

- A MAY 2012

Site Plan For L.R.Dag no. 464

Mouza Mahishbathan, J.L. No. 18, L.R.Khatian No.-

Police Station - Bidhan Nagar (East), District North 24 Parganas

Area Sold - 03 decimals






Bivash Mondal
.....
Signature of Vendors



Additional District Sub-Registrar
(Salt Lake City)
Bhanganagar

1 MAY 2002












SPECIMEN FORM FOR TEN FINGER PRINTS

| | | | | | |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring | Little |

Name..... **Prakash Kumar Bhimraj**
 of **ADINATH INFRACON PVT. LTD.**
 Signature..... *Prakash Bhimraj*
Director/Authorised Signatory

| | | | | | |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring | Little |

Name..... **PANKAJ JAIN**
 of **TOPSTAR CONCLAVE PVT. LTD.**
 Signature..... *Pankaj Jain*
Director/Authorised Signatory

| | | | | | |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |
| | Little | Ring | Middle (Left Hand) | Fore | Thumb |
| |  |  |  |  |  |
| | Thumb | Fore | Middle (Right Hand) | Ring | Little |

Name..... *Pivash Mandal*
 Signature.....



Regional District Sub Registrar
(City) Bidhanagar, North 24 Parganas, West Bengal

১৫ মে ২০১৭



Government Of West Bengal
Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 05591 of 2012
(Serial No. 06032 of 2012)

On

Payment of Fees:

On 04/05/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20.50 hrs on :04/05/2012, at the Private residence by Bivash Mondal ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 04/05/2012 by

1. Bivash Mondal, son of Lt. Biswanath Mondal , Majher Para, Bidhannagar, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession Cultivation

Identified By Basudeb Mondal, son of Lt. Lakhi Kanta Mondal, Mahisbathan, Salt Lake, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700102 , By Caste: Hindu, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 07/05/2012

Certificate of Admissibility(Rule 43,W. B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 20012.00/-, on 07/05/2012

(Under Article : A(1) = 19998/- ,E = 14/- or 07/05/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-18,18,182/-

Certified that the required stamp duty of this document is Rs.- 109111 /- and the Stamp duty paid as: Impressive Rs.- 500/-

Deficit stamp duty

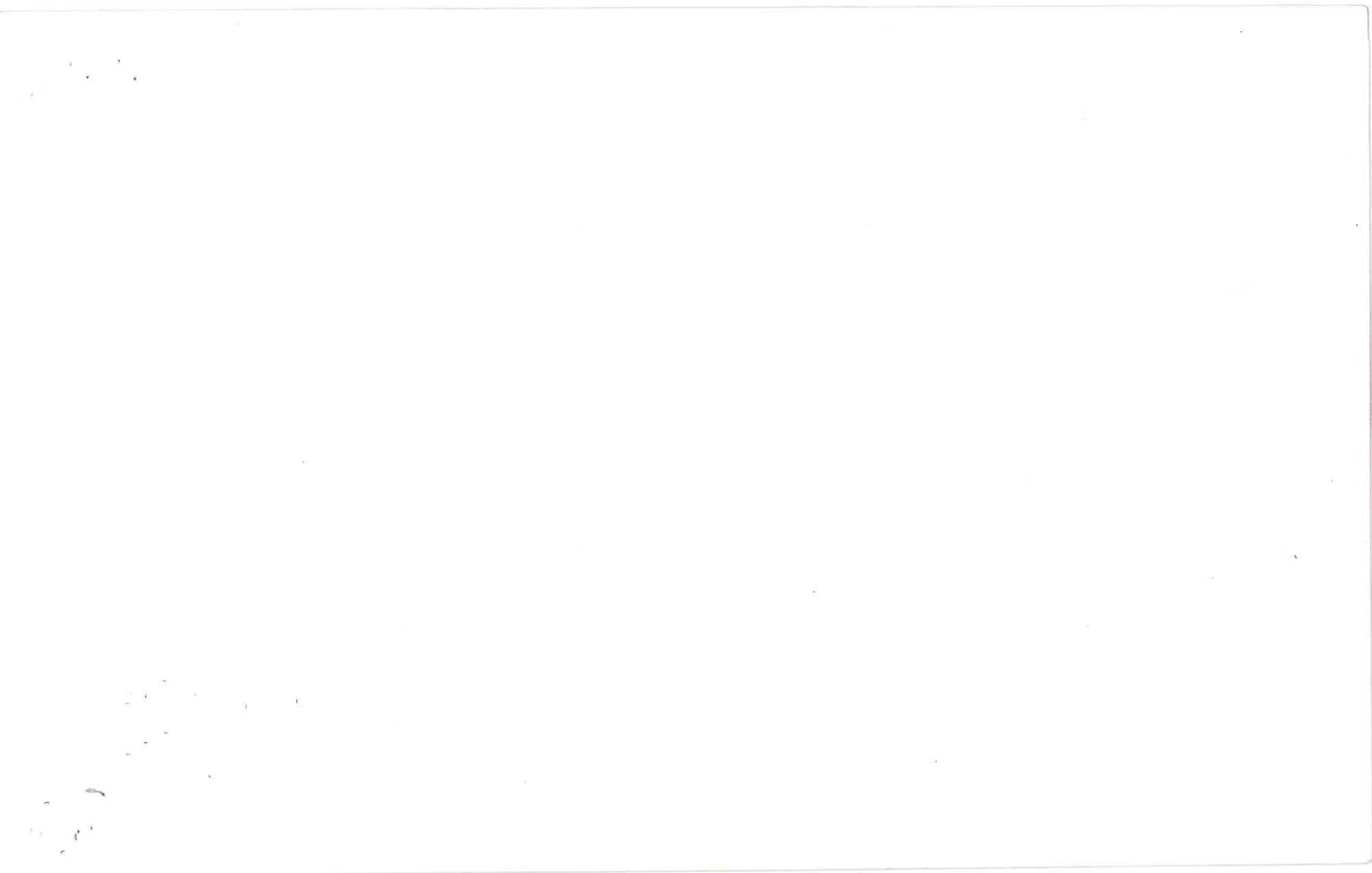
Deficit stamp duty Rs. 109111/- is paid, by the draft number 574695, Draft Date 05/05/2012, Bank Name State Bank of India, GOKHALE ROAD, received on 07/05/2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR


Addl. District Sub-Registrar
Bidhannagar,(Salt Lake City)

- 7 MAY 2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



DATED THIS *4th* DAY OF *May* 2012

BETWEEN

BIVASH
~~REBHAS~~ MONDAL.

..... VENDOR

- AND -

TOPSTAR CONCLAVE PVT. LTD.
ADINATH INFRACON PVT. LTD.,

..... PURCHASERS

DEED OF CONVEYANCE

PRITHVIRAJ BASU
ADVOCATE
10, Old Post Office Street,
Room No.112A & 112B
Top Floor
Kolkata – 700 001