

Illusion Developers Pvt. Ltd

Sujit Sankan

Director/Authorised Signator

EKARAJ INFRASTRUCTURE PVT, LTD.

Lugit Sankan, Director Authorised Signatury. LIJENŠEO STAMP VENDOR



(MOHAMMAD TANDEER GASIM' MOHNAVI)

Md. Naseem. (Aseem. 5/0 Let Wagahat Hossain. 18, Congress Exhibition Roseof. Not-17 Brisness.



Registration Act 1908 Alipore, South 24 Parganas - 5 FEB 2015

3.1 MD TANWEER QASIM MOHNAVI, son of Mohammad Qasim Mohnavi, residing at Manitola, Doranda, Ranchi, Jharkhand [PAN AUJPM5922E]

(Vendor, includes successors-in-interest)

And

- 3.2 ILLUSION DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Police Station Tollygunge, Kolkata 700 026, [CIN No.U45400WB2011PTC165413, PAN AACCI6720L]
- 3.3 **EKARAJ INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendra Nath Majumder Sarani, Police Station Tollygunge, Kolkata 700 026, [CIN No.U45400WB2013PTC195349, PAN AADCE4256C]

both being represented by their Authorised Signatory Sujit Sarkar, son of Alok Sarkar [PAN FDPPS1189M] (jointly Purchasers, includes successors-in-interest).

Vendor and Purchasers jointly Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS:

- 4. Subject Matter of Conveyance
- Said Property: Undivided sali land measuring 4 (four) cottahs, more or less, comprised in R.S./L.R. Dag No. 33, recorded in L.R. Khatian No.2802, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas (Said Property) together with right to use common passage And together with all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for 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 to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same 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 together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or





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howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor represents warrants and covenants regarding title as follows:
- 5.1.1 Ownership of Tarini Charan Mondal: Tarini Charan Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to the (i) land measuring 153 (one hundred and fifty three) decimal, more or less, comprised in R.S. Dag No. 33, recorded in R.S. Khatian No. 228, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, District South 24 Parganas (First Mother Property) And (ii) land measuring 82 (eighty two) decimal, more or less, comprised in R.S. Dag No. 34, recorded in R.S. Khatian No. 228, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, District South 24 Parganas (Second Mother Property). The First Mother Property and the Second Mother Property (collectively Mother Property), totalling to land measuring 235 (two hundred and thirty five) decimal, more or less.
- 5.1.2 Demise of Tarini Charan Mondal: Tarnini Charan Mondal, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his 3 (three) sons, namely, (i) Digambar Mondal, (ii) Balai Chandra Mondal and (iii) Dayal Chandra Mondal and 3 (three) daughters, namely, (i) Kamini Bor nee Mondal, (ii) Durga Bor nee Mondal and (iii) Tarangini Dhara nee Mondal, as his only legal heirs and heiresses (collectively Legal Heirs Of Late Tarini Charan Mondal) who inherited the entirety of the Mother Property, jointly and in equal share.
- 5.1.3 Demise of Kamini Bor nee Mondal: Kamini Bor, being one of the Legal Heirs Of Late Tarini Charan Mondal, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving husband Sudhyana Kumar Bor, 1 (one) son, Palan Chandra Bor and 1 (one) daughter, Bijalibala Mal nee Bor, as her only legal heirs and heiress, who inherited the entire right, title and interest of Late Kamini Bor in the Mother Property.
- 5.1.4 First Gift to Digambar Mondal And Others: By a Deed of Gift dated 4th March, 1986, registered in the Office of the Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 16, at Pages 459 to 464, being Deed No.1397 for the year 1986, Palan Chandra Bor and Bijalibala Mal nee Bor gifted their undivided share in the Mother Property to Digambar Mondal, Balai Chandra Mondal and



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- Dayal Chandra Mondal (collectively **Digambar Mondal And Others**), all being the brothers of their mother Late Kamini Bor.
- 5.1.5 Second Gift to Digambar Mondal And Others: By another Deed of Gift dated 4th March, 1986, registered in the Office of the Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 16, at Pages 471 to 475, being Deed No.1399 for the year 1986, Tarangini Dhara nee Mondal, being one of the Legal Heirs Of Late Tarini Charan Mondal gifted her entire share in the Mother Property to Digambar Mondal And Others.
- 5.1.6 Sale by Sudhanya Kumar Bor to Digambar Mondal And Others:
 By a Deed of Conveyance dated 5th March, 1986, registered in the
 Office of the Sub-Registrar, Bishnupur, South 24 Parganas, Book No.
 I, Volume No. 17, at Pages 321 to 328, being Deed No.1455 for the
 year 1986, Sudhyana Kumar Bor sold to Digambar Mondal And
 Others land measuring 13.05 (thirteen point zero five) decimal, more
 or less, out of his share in the Mother Property.
- 5.1.7 Ownership of Digambar Mondal And Others: Thus, Digambar Mondal And Others became the owners of land measuring 195.85 (one hundred ninety five point eighty five) decimal, out of the Mother Property, each of them having undivided land measuring 65.28 (sixty five point two eight) decimal, more or less.
- 5.1.8 Demise of Balai Chandra Mondal: Balai Chandra Mondal, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife Shachi Rani Mondal and 3 (three) daughters, namely, Asima Mondal, Susama Sen nee Mondal and Panchi Bala Sing nee Mondal, as his only legal heiresses (collectively Legal Heiresses Of Late Balai Chandra Mondal), who inherited the entire right, title and interest of Late Balai Chandra Mondal in the Mother Property, i.e. land measuring 65.28 (sixty five point two eight) decimal, more or less (Larger Property).
- 5.1.9 Sale to Digambar Mondal And Chandi Bala Mondal: By a Deed of Conveyance dated 9th February, 1989, registered in the Office of the Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 6, at Pages 223 to 230, being Deed No.478 for the year 1989, the Legal Heiresses Of Late Balai Chandra Mondal sold to Digambar Mondal and Chandi Bala Mondal land measuring 9 (nine) decimal, more or less, out of the Larger Property. Subsequently, the Legal Heiresses Of Late Balai Chandra Mondal recorded their names in the records of the Land Reforms Settlements, vide L.R. Khatian Nos. 104, 1001, 1685 and 1923 with respect to remaining land measuring 56.28 (fifty six point two eight) decimal, out of the Larger Property.



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- 5.1.10 Sale to Ashutosh Mukhopadhyay: By a Deed of Conveyance dated 15th December, 1997, registered in the Office of the Additional District Sub-Registrar, Bishnupur, In Book No. I, Volume No. 31, at Pages 219 to 232, being Deed No.3463 for the year 1998, the Legal Heiresses Of Late Balai Chandra Mondal sold to Ashutosh Mukhopadhyay land measuring 56.28 (fifty six point two eight) decimal, more or less, being the remaining land of the Larger Property (Ashutosh's Property).
- 5.1.11 Sale to Vendor: By a Deed of Conveyance dated 25th April, 2012, registered in the Office of the District Sub-Registrar IV, South 24 Parganas, in Book No. I, CD Volume No.11, at Pages 2353 to 2373, being Deed No.03266 for the year 2012, Ashutosh Mukhopadhyay sold the Said Property, i.e. land measuring 4 (four) cottahs, more or less, out of Ashutosh's Property, to the Vendor.
- 5.1.12 Records of Rights: Thereafter the Vendor recorded his name in the records of the Block Land And Land Reforms Office, vide L.R. Khatian no.2802.
- 5.1.13 Absolute Ownership of Vendor: In the aforesaid circumstances, by virtue of aforesaid purchase and record of rights, the Vendor has become the absolute owner of the said property.
- 5.2 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 declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 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.
- 5.2.4 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.



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- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 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.
- 5.2.7 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.
- 5.2.8 Free From All Encumbrances: the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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.
- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 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

6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchasers is that the Vendor shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchasers shall purchase the same from the Vendor.

Transfer

7.1 Hereby Made: The Vendor hereby sell, convey and transfer to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being Undivided sali land measuring 4 (four) cottahs, more or less, comprised in R.S./L.R. Dag No. 33, recorded in



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L.R. Khatian No.2802, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari Gram Panchayet, Additional District Registration Office Bishnupur, District South 24 Parganas (Said Property) together with right to use common passage And together with all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for 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 to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same 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 together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Total Consideration:** Thus, aforesaid transfer is being made in a total consideration of a sum of Rs.19,00,000/- (Rupees Nineteen Lacs only) paid by the Purchasers to the Vendor.
- 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 claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, waqf, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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.
- 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.



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- 8.2 Indemnification: The Vendor hereby expressly indemnify about the correctness of the Vendor's title, Vendor's authority to sell and nonexistence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor's in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid.
- 8.3 Transfer of Property Act: all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.4 **Delivery of Possession:** The Vendor hereby handed over *Khas*, vacant and peaceful possession of the Said Property to the Purchasers.
- 8.5 Outgoings: The Vendor hereby declares that, 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, in respect of which demand has been made and is in the knowledge of the Vendor, 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.
- 8.6 Holding Possession: The Vendor hereby covenants that the Purchasers and the Purchasers' 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.
- 8.7 No Objection to Mutation: The Vendor declares that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendor hereby expressly (1) consent



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to the same and (2) appoint the Purchasers as the constituted attorney of the Vendor's and empower and authorize the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate 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.

8.8 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor's shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or Purchasers' 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)

Undivided *sali* Land measuring 4 (four) *cottahs*, more or less, comprised in R.S./L.R. *Dag* No. 33, recorded in L.R. *Khatian* No.2802, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas delineated in the **Plan** attached herewith and bordered in colour **Red** thereon **together with** right to use common passage and is butted and bounded as follows:

On the North : By Part of Dag No. 33

On the East : By Part of Dag No. 46

On the South : By 2 ft. wide drain thereafter 16 ft wide

road

On the West : By Part of Dag No. 33

Together with 2' (two feet) wide land on road side for drain.

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.



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9.	Execution	and	Delivery
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Witnesses:

9.1	In Witness	Whereof	the	Parties	have	executed	and	delivered	this
	Conveyance	on the dat	e m	entioned	abov	e.			- 1000

ASIM MOHNAVI)
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EKARAJ INFRASTRUCTURE PVT, LTD. Sup Sankan Director Authorised Signatory
(EKARAJ INFRASTRUCTURE PRIVATE LIMITED)

Signature Nillem	Signature_Md. zigaulld
Name Md. Maseem.	Name
Father's Name Let Watahat Hosse	Father's Name Md Ai Halm
Address 18, Congress Exhibition Nacof Nol-17	Address 6A/1 7iLTLA k 39
Drafted by:- Alamgis Roza F -1194/03 Advocate Alipore Judge's Court	



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Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.19,00,000/- (Rupees Nineteen Lacs only) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Draft No.	Date	Bank	Amount (Rs.)	
011550	05.02.2015	Indian Overseas Bank, Kalighat	9,50,000.00	
011548	-do-	-do-	9,50,000.00	
	Total		19,00,000.00	

Mart Co	
MD. TANWEER QASI	1 MOHNAVI
[Vendor]	

Signature Nulleur-	Signature Md. zi yaulld
Name	Name



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SITE PLAN OF LAND UNDER R.S. DAG No. 33, UNDER KULERDARI GRAM PANCHAYET, P.S. BISHNUPUR, DIST. 24 PGS. (S)



AREA DF LAND- 4K(more or less)

LAND UNDER DAG No. 33

LAND UNDER DAG No. 33

HATCHED AREA SHOWS
THE PORTION (2'-0' wide)
TO BE THROWN FOR
COMMON DRAIN ATT.
TO ROAD.

10'-0" ANDER MANDER DAG NO. 46

Illusion Developers Pvt. Lto

Suji - Sameam

Director/Authorised Signaton

EKARAJ INFRASTRUCTURE PVT, LTD.

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(MOHAMMAD TANWEER RASIM MOHNAVI)



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SPECIMEN FORM FOR TEN FINGER PRINTS

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		Thumb	Fore	Middle	Ring	Little



District Sub registrar-IV
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Alipore, South 24 Parganas
Alipore, 5 FEB 2015



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 01033 of 2015 (Serial No. 00921 of 2015 and Query No. 1604L000002090 of 2015)

On 05/02/2015

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

Presented for registration at 15.30 hrs on :05/02/2015, at the Private residence by Sujit Sarkar ,Claimant.

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

Execution is admitted on 05/02/2015 by

- Md Tanweer Qasim Mohnavi, son of Mohammad Qasim Mohnavi, Manitola Doranda Ranchi, District:-Ranchi, JHARKHAND, India, By Caste Muslim, By Profession: Others
- Sujit Sarkar
 Authorised Signatory, Illusion Developers Pvt Ltd, 122/1r Satyendra Nath Majumder Sarani, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700026.

Authorised Signatory, Ekaraj Infrastructure Pvt Ltd, 122/1r Satyendra Nath Majumder Sarani, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700026.

By Profession: Others

Identified By Md Naseem, son of Late Wajahat Hossain, 18 Congress Exhibition Rd, , District:-South 24-Parganas, WEST BENGAL, India, Pin:-700017, By Caste: Muslim, By Profession: Business.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 06/02/2015

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.-19,00,000/-

Certified that the required stamp duty of this document is Rs.- 95010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 11/02/2015

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

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

Payment of Fees:

Amount By Cash

Rs. 20928.00/-, on 11/02/2015

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

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11/02/2015 15:49:00



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 01033 of 2015 (Serial No. 00921 of 2015 and Query No. 1604L000002090 of 2015)

(Under Article : A(1) = 20889/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 11/02/2015)

Deficit stamp duty

Deficit stamp duty Rs. 95000/- is paid , by the draft number 889062, Draft Date 11/02/2015, Bank : State Bank of India, Alipore, (Calcutta), received on 11/02/2015

> (Tridip Misra) DISTRICT SUB-REGISTRAR-IV

(Tridip Misra) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

11/02/2015 15:49:00





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 3797 to 3813 being No 01033 for the year 2015.



(Tridip Misra) 12-February-2015 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal