

15414

I-14163/2014



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

R 808992

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

CONVEYANCE 19 DEC 2014

1. Date: 16th December 2014

2. Place: Kolkata

3. Parties:

(PAN - AAFEM-4304H)

3.1 **Mundhra Developers Pvt. Ltd.**, a limited company, registered under the companies Act, 1956, registered office at CF - 300, Salt lake City, Sector - I, Police Station - Bidhannagar, Kolkata-700064, represented by its Director **Sonali Mundhra**, wife/daughter of **Aditya Mundhra** by faith-Hindu, by occupation Business, of CF - 300, Salt lake City, Sector - I, Police Station - Bidhannagar, Kolkata-700064.

[PAN - AKIPM-0029M]

(Vendor, include successors-in-interest)

নম্বর : 3340
সন ও তারিখ : 18/07/14
ক্রেতার নাম : Sulagna De, Adv.
ঠিকানা : High Court, Calcutta
মূল্য : 150000
ডেডা :
সারাসীত কোর্ট
জেলা : উত্তর 28 পরগণা
খসিড নং : 09 JUL 2014
মোট টাকার পরিমাণ : Rs150000
ক্রেতার বারাসাত
ডেডার : শ্রী সন্তোষ বোস

Mundhra



5029

MUNDHRA DEVELOPERS PVT. LTD.

Mundhra
Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

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Prasanta Parui,
S/o - Nemai ch. Parui,
Vill + P.O. - Panchla
P.S. - Panchla
Dist - Howrah.
Occu - Service.

And

- 3.2 **Wahidul Islam Mondal alias Md. Wahidul Islam**, son of Lal Mohhammad *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN AABPI5195H]
- 3.3 **Usman Mondal alias Usman Ali**, son of Lal Mohhammad *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN CNEPM4968G]
- 3.4 **Sahajahan Mondal alias Sahajahan Molla**, son of Lal Mohhammad *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN BNSPM7550H]
- 3.5 **Safikul Islam Mondal alias Safikul Islam**, son of Lal Mohhammad *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN CNEPM5054K]
- 3.7 **Salim Mondal alias Salim Molla**, son of Lal Mohhammad *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation - Business residing at Mahammadpur, Police Station Rajarhat, District North 24 Parganas. [PAN APMPM7222H]

(collectively **Purchasers**, includes successors-in-interest)

Vendor and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** *Sali* land measuring 5 (five) decimal, more or less, out of 142 (one hundred forty two) decimal, comprised in R.S/L.R. *Dag* No. 1586, recorded in L.R. *Khatian* No. 7095 *Mouza* Mahammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registration Rajarhat (formally Bidhannagar Salt Lake City), District North 24 Parganas, more fully described in the **Schedule** below and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, 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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5. **Background, Representations, Warranties and Covenants**
- 5.1 **Representations and Warranties Regarding Title:** The Vendor represent, warrant and covenant regarding title as follows:
- 5.1.1 **Ownership of Monohara Bibi:** Monohara Bibi was the recorded owner of the land measuring 11 (eleven) decimal more or less mutated in R.S. *Dag* Nos. 1586, together with various plots of land, in the records of Land Revenue Settlement vide L.R. *Khatian* No. 994 (**Monohara's Property**).
- 5.1.2 **Sold by Monohara Bibi:** By Deeds of Conveyance execution on 3rd October 2007 and registered on 14th June 2010, registered in the Office of the District Sub Registrar - II, Barasat, in Book No. I, CD Volume No. 21, Pages 251 to 256, being Deed No. 05837 for the year 2010, Monohara Bibi through her constituted Attorney Md. Jakir Hossain (*vide Power Of Attorney No. 123, dated 17th February 2004*) sold, conveyed and transferred to Mundhra Developers Pvt. Ltd., *sali* land measuring 11 (eleven) decimal, more or less, out of 142 (one forty two) decimal, comprised in R.S/L.R. *Dag* No. 1586, recorded in L.R. *Khatian* No. 7095 *Mouza* Mahammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registration Rajarhat (formally Bidhannagar Salt Lake City), District North 24 Parganas along with other plot of land, out of Monohara's Property.
- 5.1.3 **Mutation:** Thereafter Mundhra Developers Pvt. Ltd., become the absolute owner of the Said Property mutated its name in the records of Land Reforms Settlement vide L.R. *Khatian* No. 7095.
- 5.1.4 **Absolute Ownership of Vendor:** In the abovementioned circumstances the Vendor is become the owner Said Property, which is the part of Mundhra Developer's purchased property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represent, warrant and covenant 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 the *Panchayat* Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor do 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.



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- 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.
- 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 Pre-emption:** No person or persons whatsoever has/had/has any right of pre-emption 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 now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **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 **Agreement to Sell and Purchasers:** The basic understanding between the Parties is that the Vendor will 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



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will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).

7. Transfer

7.1 **Hereby Made:** The Vendor hereby sell, convey and transfer to the Purchasers the entirety of the Vendor' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being *sali* land measuring 5 (five) decimal, more or less, out of 142 (one hundred forty two) decimal, comprised in R.S/L.R. *Dag* No. 1586, recorded in L.R. *Khatian* No. 7095 *Mouza* Mahammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registration Rajarhat (formally Bidhannagar Salt Lake City), District North 24 Parganas **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:** The aforesaid transfer is being made in consideration of a sum of Rs. 12,12,121/- (Rupees Twelve lac twelve thousand one hundred twenty one) paid by the Purchasers to the Vendor receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

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, *debtters*, 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' 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 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non-existence 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 in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, 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 and assigns by reason of the aforesaid.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of Vendor and Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant, physical and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenant that the Purchasers and the Purchasers' successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **No Objection to Mutation:** The Vendor declare 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 to the same and **(2)** appoint the Purchasers as the constituted attorney of the Vendor and empower and authorize the Purchasers to sign all papers



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and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertake 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.

- 8.7 **Further Acts:** The Vendor hereby covenant that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-in-interest and assigns, 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)**

Sali land measuring 5 (five) decimal, more or less, out of 142 (one hundred forty two) decimal, comprised in R.S/L.R. Dag No. 1586, recorded in L.R. *Khatian* No. 7095 *Mouza* Mahammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registration Rajarhat (formally Bidhannagar Salt Lake City), District North 24 Parganas, demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

Boundary of Dag No. 1586

On the North	: Dag No. 1492, 1493
On the East	: Mouza Kalikapur
On the South	: Dag No. 1587
On the West	: Dag No. 1585



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Together with all title, benefits, easements, 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.

The details of the Said Property is tabulated below:

Mouza	R.S. Dag No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Owners
Mahammadpur	1586	7095	142	5 Decimal (Undivided)	Mundhra Developers Pvt. Ltd.
Total				5	

9. Execution and Delivery

9.1 In Witness Whereof the Parties has executed and delivered this Conveyance on the date mentioned above.

MUNDHRA DEVELOPERS PVT. LTD.

Mundhra
Director

(Mundhra Developers Pvt. Ltd.)

[Vendor]

Witnesses:

1) Prasant Parui.
Panchala, Howrah.

2) Abhijit Pranyr
Kolkata

Sulagna De.
SULAGNA DE
Advocate
High Court, Calcutta



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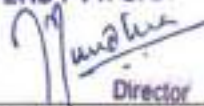
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Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs. 12,12,121/- (Rupees Twelve lac twelve thousand one hundred twenty one) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Ch. No. 083907 Cash	16.12.2014	Indian Overseas Bank	10,50,000/- 1,62,121/-

MUNDHRA DEVELOPERS PVT. LTD.


Director

(Mundhra Developers Pvt. Ltd.)

[Vendor]

Witnesses:

1) Prasanta Parui.

2) Abhijit Dasgupta

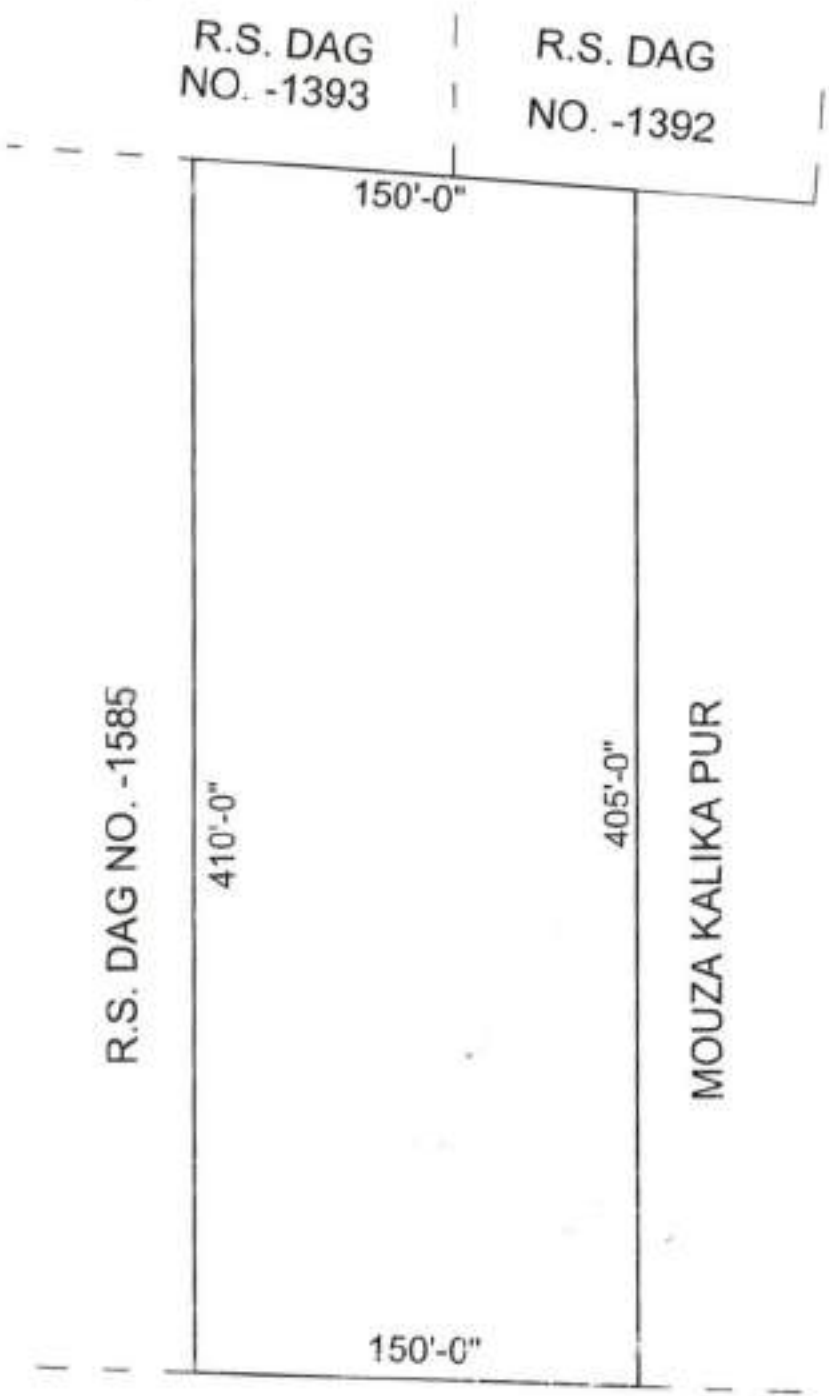


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SITE PLAN OF A LAND SITUATED AT PART OF RS DAG NO. 1586,
MOUZA: MAHAMMAD PUR, JL NO: 32, LR KHATIAN NO: 7095, PS:
RAJARHAT, DIST: NORTH 24 PARGANAS.

SCALE: N.T.S.



R.S. DAG NO. -1587

MUNDHRA DEVELOPERS PVT. LTD.

Mundhra
Director

UNDIVIDED SHARE OUT OF 142 DECIMAL
COMPRISING 5 DECIMAL OF PLOT NO. 1586

SIGNATURE OF VENDORS



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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<p style="font-family: cursive;">Wahidul Gislam. Mardat. Md. Wahidul Gislam.</p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<p style="font-family: cursive;">Wahidul Gislam. Mardat. Md. Wahidul Gislam.</p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<p>ਸ਼ਹੀਦ ਕੁਲਕਰਨੀ ਸਮਾਜ</p> <p>ਸ਼ਹੀਦ ਕੁਲਕਰਨੀ ਸਮਾਜ</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	<p>ਸ਼ਹੀਦ ਕੁਲਕਰਨੀ ਸਮਾਜ</p> <p>ਸ਼ਹੀਦ ਕੁਲਕਰਨੀ ਸਮਾਜ</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	<p>ਸ਼ਹੀਦ ਕੁਲਕਰਨੀ ਸਮਾਜ</p> <p>ਸ਼ਹੀਦ ਕੁਲਕਰਨੀ ਸਮਾਜ</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						



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

Endorsement For Deed Number : I - 14163 of 2014
(Serial No. 15414 of 2014 and Query No. 1523L000026330 of 2014)

On 16/12/2014

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

Presented for registration at 20.00 hrs on :16/12/2014, at the Private residence by Sonali Mundhra
Executant.

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

Execution is admitted on 16/12/2014 by

1. Sonali Mundhra

Director, Mundhra Developers Pvt. Ltd., C F - 300, Salt Lake City, Sec - I, Kolkata,
Thana:-Bidhannagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064.

By Profession : Business

Identified By Prasanta Parui, son of Nemai Ch Parui, Panchla, Thana:-Panchla, P.O. :-Panchla,
District:-Howrah, WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar

On 17/12/2014

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.-30,30,305/-

Certified that the required stamp duty of this document is Rs.- 181838 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

(Debasish Dhar)
Additional District Sub-Registrar

On 19/12/2014

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 Draft

Rs. 33344/- is paid , by the draft number 802366, Draft Date 18/12/2014, Bank Name State Bank of
India, Rajarhat Township, received on 19/12/2014

(Under Article : A(1) = 33330/- ,E = 14/- on 19/12/2014)

Deficit stamp duty

Deficit stamp duty


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(Debasish Dhar)

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EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 14163 of 2014
(Serial No. 15414 of 2014 and Query No. 1523L000026330 of 2014)

1. Rs. 34838/- is paid , by the draft number 802365, Draft Date 18/12/2014, Bank : State Bank of India, Rajarhat Township, received on 19/12/2014
2. Rs. 49000/- is paid , by the draft number 802362, Draft Date 18/12/2014, Bank : State Bank of India, Rajarhat Township, received on 19/12/2014
3. Rs. 49000/- is paid , by the draft number 802338, Draft Date 16/12/2014, Bank : State Bank of India, Rajarhat Township, received on 19/12/2014
4. Rs. 49000/- is paid , by the draft number 802363, Draft Date 18/12/2014, Bank : State Bank of India, Rajarhat Township, received on 19/12/2014

(Debasish Dhar)
Additional District Sub-Registrar

19 DEC 2014

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Rajarhat, New Town, North 24-Pgs.

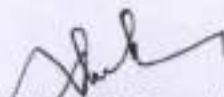
(Debasish Dhar)
Additional District Sub-Registrar



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 23
Page from 7846 to 7861
being No 14163 for the year 2014.




(Debashis Ghosh) 22-December-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal