

্ব্যুপশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

 $\frac{\hat{T}hIS \ DEED \ OF \ CONVEYANCE}{\text{Monotoner}}$ made on this $\frac{17 \text{ fb}}{\text{Monotoner}}$ day of October, 2011 ($\frac{1}{2}$ wo Thousand and Eleven)

22/09/11 Address 6, Sichof They Ro, Ker-20.

Vender Sii Subhankan Das

Alipor Colons Land Aliper - Collectory South 24 Parganas



Identified by me .

Royal Adhikay
Advocation
Atripone Judger Cont Kel-Kota . 700027,

Certificate of Registration under section 60 and Rule 🔌.

Registered in Book - I CD Volume number 25 Page from 3353 to 3367 being No 07657 for the year 2011.



(SmritikanaPanda) 17-October-2011
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS
West Bengal

Government of West Bengal Department of Finance (Reyenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R.-IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 07374 / 2011, Deed No. (Book - I , 07657/2011)

I . Signature of the Presentant

Name of the Presentant	,	Signature with date
Subid Ali Mollah		39/30/2033

II . Signature of the person(s) admitting the Execution at Office.

Status

Self

SI No. Admission of Execution By

Finger Print

Signature

Subid Ali Mollah Address -Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-

17/10/2011

17/10/2011

Name of Identifier of above Person(s)

Rajit Adhikary Alipore Judges Court, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027

Signature of Identifier with Date

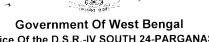
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Page 1 of 1

17/10/2011

(SmritikanaPanda) DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS



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

Endorsement For Deed Number: I - 07657 of 2011 (Serial No. 07374 of 2011)

Payment of Fees:

On 17/10/2011

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 23678/-, on 17/10/2011

(Under Article : A(1) = 23639/-, E = 7/-, H = 28/-, M(b) = 4/- on 17/10/2011)

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.-2149500/-

Certified that the required stamp duty of this document is Rs.- 107485 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 32475/- is paid, by the draft number 409748, Draft Date 15/10/2011, Bank Name State Bank of India, TOLLYGUNGE, received on 17/10/2011
- 2. Rs. 74010/- is paid, by the draft number 409320, Draft Date 26/09/2011, Bank Name State Bank of India, TOLLYGUNGE, received on 17/10/2011

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

Presented for registration at 13.15 hrs on :17/10/2011, at the Office of the D.S.R.-IV SOUTH 24-PARGANAS by Subid Ali Mollah , Executant.

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

Execution is admitted on 17/10/2011 by

1. Subid Ali Mollah, son of Lt. Nacharuddin Molla, Bhasa, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste Muslim, By Profession: Cultivation

Identified By Ran Adhikary, son of . , Alipore Judges Court, District - South 24-Parganas, WEST BENCAL India Po Pin:-700027 , By Caste: Hindu, By Profession: Advocate.

> (Smritikana Panda) DISTRICT SUB-REGISTRAR-IV

> > **DISTRICT SUB-REGISTRAR-IV**

SmritikanaPanda)

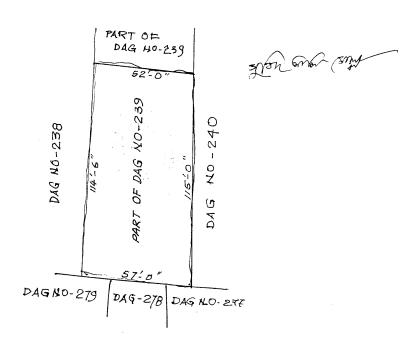
EndorsementPage 1 of 1

17/10/2011 14:32:00

SITE PLAN FOR SUBID ALI MOLLA AT PART OF DAG NO 239, KH NO- 1359, J L NO 20, MOUZA -BHASA, P.S. –BISHNUPUR DIST- 24 PARGANUS (SOUTH) AREA SHOWN IN RED BORDER TOTAL AREA 14.33 DECIMEL OUT OF 43.00 DECIMEL SCALE 1"=33'-0"

N





SUBID ALI MOLLAH son of late Nacharuddin Molla, by faith Muslim, by occupation Cultivation, residing at Vill. Bhasa, P.S. Bishnupur, Dist. 24 Parganas (South) hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, administrators, representatives, successors, nominees and assigns) of the FIRST PART.

BHATTER INFRASTRUCTURE PVT. LTD., a Private Ltd. Company incorporated under the Companies Act 1956, having its registered office at 14/1, Paul Mansion, 6, 1st floor, Bishop Lefroy Road, P.S. Bhawanipore, Kolkata – 700 020 represented by its Director Mrs. Megna Bhatter wife of Mr. Anubav Bhatter hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS at all material times one Berahim Gharami son of late Raich Gharami was the absolute Owner, seized and possessed of or otherwise well and sufficiently entitled to all that the piece and parcel of agricultural land having Rayati Dakhali Sattya measuring about 14.33 satak (decimal), pertaining to R.S. Dag No. 239 under R.S. Khatian No.279, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) by virtue of a Deed of Bengali Kobala dated 17th February, 1960 registered in the Sub Registrar Office at Bishnupur and recorded in Book No. 1, Being No. 1319 for the year 1960 executed by one Haru Miya Mondal as vendor therein.

AND WHEREAS by a Deed of Bengali Kobala dated 28th November, 1979 registered in the Sub Registrar Office at Bishnupur, the said Berahim Gharami, mentioned therein as vendor, had sold and transferred the said entire land measuring about 14.33 satak (decimal), pertaining to R.S. Dag No. 239 under R.S. Khatian No.279, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) in favour of present owner, Subid Ali Mollah, mentioned therein as purchaser.

AND WHEREAS by virtue thereof the said Subid Ali Mollah thus became the absolute owner and was and is seized and possessed of or otherwise well and sufficiently entitled to all that the piece and parcel of agricultural land having Rayati Dakhali Sattya measuring about 14.33 satak (decimal), pertaining to R.S. Dag No. 239 under

R.S. Khatian No.279, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particularly described in the schedule written hereunder and hereinafter referred to as 'the said property' without any interference or interruptions in any manner or nature whatsoever free from all encumbrances.

AND WHEREAS the said Subid Ali Mollah duly mutated his name at Present Halka Operation in respect of the said land pertaining to L.R. Khatian No. 1359, corresponding to L.R. Dag No. 244, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20, R.S. No. 92 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south).

AND WHEREAS the said agricultural (Sali) land is free from all encumbrances, charges, liens, lispendences, mortgage and / or any other nature whatsoever and have no acquisition or requisition or any other legal proceedings both civil and criminal under the jurisdiction of the Learned Court or elsewhere.

AND WHEREAS the vendor herein came in contact with the purchaser Company herein and expressed their desire to sell out the entire agricultural (Sali) land measuring about measuring about 14.33 satak (decimal), pertaining to R.S. Dag No. 239 under R.S. Khatian No.279, corresponding to L.R. Dag No. 244 under L.R. Khatian No.1359, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particularly described in the SCHEDULE written hereunder and hereinafter referred to as 'The said land' and subsequently the purchaser Company has also agreed and expressed its readiness to purchase the said property at a valuable consideration.

AND WHEREAS the purchaser Company has agreed to purchase and the vendors have agreed to sell the said property as described in the schedule written hereunder at the agreed consideration of Rs.4,77,667/- (Rupees four lacs seventy seven thousand six hundred sixty seven) only as specifically mentioned in the Memo of Consideration written hereunder.

NOW THIS INDENTURE WITNESSETH as under:

That in pursuance of the said agreement and in consideration of the said sum of Rs.4,77,667/- (Rupees four lacs seventy seven thousand six hundred sixty seven) only to be true and lawful money of the Union of India in hand to the Vendor herein paid by the Purchaser Company at or before the execution of these presents, the

receipt whereof the Vendor does hereby by the receipt hereunder written admitted, acknowledged of the same and hereby acquit, release and forever discharge the Purchaser Company as well as ALL THAT piece and parcel of agricultural land measuring about 14.33 satak (decimal), pertaining to R.S. Dag No. 239 under R.S. Khatian No.279, corresponding to L.R. Dag No.244 under L.R. Khatian No.1359, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) more fully and particularly described in the schedule written hereunder and hereafter called and referred to as the "said Property" the Vendor does hereby grant, transfer, convey, sell, assign and assure to and unto and in favour of the Purchaser Company free from all encumbrances all that the schedule land drains, water, water courses, water supply and sewer line and other pipe lines etc. and other rights, liberties, easements, quasi-easements, appendages, appurtenances and estate right, title, interest, property claim whatsoever of Vendor's in the said property free from all encumbrances to hold the same absolutely and forever, comprising under Mouza – Bhasa, Police Station Bishnupur, now recorded in Dag No. 239 under Khatian No. 279 in the District of 24 Parganas (South) more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the said property or HOWSOEVER OTHERWISE the said property now is or are at any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular erections, fixtures and fittings, sewers, drains, paths, passages, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging to or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or taken or known as part and parcel of number thereof or appurtenant thereto with their and every of their appurtenances and the reversion and reversions, remainder and remainders and the rents, issues, profits of and from the said property in entirety hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendor or in and upon the said property to be used by the Purchaser Company for any law full purposes only hereby granted, sold, transferred, conveyed, assigned or and/or intended so to be and also to the production and/or inspection for all lawful purposes upon payment of all costs and expenses thereof upon reasonable notice of all deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the said property or any part thereof concerning the said property at any time heretofore were or was or hereafter shall or may be in the custody,

possession or power of the Vendor TO HAVE AND TO HOLD the said property hereby granted, sold, transferred, conveyed, assigned and assured, or expressed or intended so to be unto and to the use of the purchaser Company absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever and the Vendor does hereby covenant with the purchaser Company that notwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendor made, done, executed, occasioned or suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or hindrance, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person(s) lawfully or equitably claiming or to claim from under or in trust for the owners the right and privileges and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified of from and against all and manner of former or other estates encumbrances, claims, demands, charges, liens, lispendensis, debts and attachments, whatsoever and made done executed occasioned or suffered by the Vendor or any person or to claim from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, executed, discharged, or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified or otherwise estates, right, title, lease, mortgage, charges, trusts, wakf, debuttar, attachments, executions, lispendensis, claim, demand and encumbrances, whatsoever made done occasioned or suffered by the Vendor or any person or persons lawfully or equitably claiming or to claim by from through under or trust for the Vendor further that the Vendor and all persons having or lawfully claiming any estate, right, title, interest whatsoever in the said property hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from 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 Purchaser Company do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property hereby granted, sold, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the Purchaser Company in the manner aforesaid shall or may be reasonably required AND that the Purchaser Company hereby covenants that the purchaser company will and shall maintain the said property and shall keep the same in good condition so that it may not cause and danger and/or prejudicially affect the other adjoining landowners or the persons claiming or to claim from through the Vendor or in trust for the Vendor into and upon the adjoining area of land belonging to the Vendor other than the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser Company for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever as aforesaid the Vendor has now in itself good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and that the purchaser Company shall and may from time to time and at all times hereafter peaceably and quietly hold, use, possess and enjoy the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and to receive the rents, issuance and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or of the said property and that the purchaser company upon mutation in respect thereof will pay the rates and taxes relating to the said property.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- a) There are no suits and/or proceedings and/or litigations pending in respect of the land or any part thereof;
- The right, title and interest of the vendor in the land is free from all encumbrances and/or alienation whatsoever and the Vendor has a good and marketable title thereto;
- c) The land or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor;
- d) Neither the land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand;
- e) There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Vendor from selling and/or transferring the land in entirety to the Purchaser and/or the nominee/s of the Purchaser free from all encumbrances whatsoever;

- f) There are no charges or encumbrances relating to or on the land or any part thereof:
- The vendor is fully and sufficiently entitled and competent to sell the schedule land to the Purchaser by way of executing this Deed of Conveyance;
- h) Upon completion of purchase the Purchaser and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the land and each and every part thereof;
- The representations and guarantee of the seller mentioned hereinabove are true and correct;
- j) AND THAT the Seller has not at any time done or executed any deed, document or writing whereby the Subject Property and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title;
- k) AND THAT the Subject land and the rights and properties appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lis pendens, covenants, uses, debuttar, trusts made or suffered by the Vendor or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Seller;
- 1) AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the land upto the date of execution of these presents shall be borne and paid by the Vendor.
- m) The Seller hereby confirms that the Seller has never created any mortgage,
 liens or any other charge or encumbrance over the Subject Property;
- n) The Seller do hereby accord his consent to the Purchaser for mutation, separation and/or apportionment, amalgamation, etc. of the Subject Property in the Panchayat records, Land Reforms office, and all the records of the government and/or semi-government and/or other statutory body and/or authority;
- o) The Seller hereby confirms that the Subject land is not vested under any act or statute and further confirms that the Subject land or any part or portion thereof has not been declared as non-transferable land by any Government or any body or authority;
- p) AND that on or before execution of these presents, the Seller has delivered physical possession of the land in question;

SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT the piece and parcel of agricultural (Sali) land measuring about 14.33 satak (decimal), pertaining to R.S. Dag No. 239 under R.S. Khatian No.279, corresponding to L.R. Dag No.244 under L.R. Khatian No.1359, Pargana Magura, Collectorate Touzi No. 14, J.L. No. 20 under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) within the jurisdiction of District Sub Registrar - IV at Alipore and Sub Registrar office at Bishnupur within the ambit of Paschim Bishnupur Gram Panchayat Area, together with drains, water supply, water course and other rights and liberties easements, appendages, appurtenances and estate right, title and interest, property claim whatsoever of the vendor and the said land is butted and bounded as follows:-

On the North:

Land of Dag No. 216, 244;

On the South:

Land of Dag No. 279, 276, 277;

On the East:

Land of Dag No. 240;

On the West:

Land of Dag No. 226, 238;

IN WITNESS WHEREOF the vendor hereunto set, sealed and subscribed his hands and seals in this Deed of Conveyance on this day , month and year above first written .

SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of:

WITNESSES:

1. Affaski Ry Ballon Viswalan 692 + 1000 860 Topsia Doad Ket Jood 46

2. Toy des Murherger & C C Topsia Road Kolkata - 700046

Drafted by

Rajit Adhikary

Advocate

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MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser by the withinnamed vendor the within mentioned sum of Rs.4,77,667/- (Rupees four lacs seventy seven thousand six hundred sixty seven) only being the full consideration money paid on account of sale under these presents in the manner following:

By cash

Rs.4,77,667/-

TOTAL

Rs.4,77,667/-

(Rupees four lacs seventy seven thousand six hundred sixty seven) only

WITNESSES:

1. Saphabi Ry Ballow

2. Joydes Mukherju

VENDOR

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РНОТО	right hand					
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