

পশ্চিমবঙ্গ पश्चिम् बंगाल WEST BENGAL

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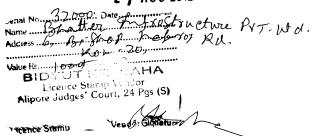
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DEED OF CONVEYANCE

THIS: DEED OF CONVEYANCE made on this 28th day of August, 2012 at Kolkata

BETWEEN



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Government Of West Bengal

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

Endorsement For Deed Number : I - 06956 of 2012 (Serial No. 06970 of 2012)

On

Payment of Fees:

On 28/08/2012

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

Presented for registration at 15.00 hrs on :28/08/2012, at the Private residence by Nazrul Molla , one of the Executants.

Executed by Attorney

Execution by

- 1. Nazrul Molla, son of Lt. Hakim Molla, Bhasa, Thana:-Bishnupur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim By Profession: Business,as the constituted attorney of Noor Ali Ghorami is admitted by him.
- Khokon Ali Molla, son of Lt. Mansoor Molla, Bhasa, Thana:-Bishnupur, P.O.: ,District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim By Profession: Business,as the constituted attorney of Noor Ali Ghorami is admitted by him.

Identified By Joydeb Mukherjee, son of Lt. Kartik Ch Mukherjee, 86c Topsia Rd, P.O. :-,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046, By Caste: Hindu, By Profession:

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

On 29/08/2012

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

Payment of Fees:

Amount By Cash

Rs: 0.00/-, on 29/08/2012

Amount by Draft

Rs. 15428/- is paid , by the draft number 293630, Draft Date 28/08/2012, Bank Name State Bank of India, Alipore, received on 29/08/2012

(Under Article : A(1) = 15389/- ,E = 7/-

on 29/08/2012)

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

29/08/2012 14:46:00



Government Of West Bengal

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

Endorsement For Deed Number : I - 06956 of 2012 (Serial No. 06970 of 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.-14,00,000/- $^{\circ}$

Certified that the required stamp duty of this document is Rs.- 70010 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 69010/- is paid, by the draft number 293629, Draft Date 28/08/2012, Bank Name State Bank of India, Alipore, received on 29/08/2012

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

(Ashoke Kumar Biswas) **DISTRICT SUB-REGISTRAR-IV** EndorsementPage 2 of 2

29/08/2012 14:46:00

MR. NOOR ALI GHORAMI son of late Gani Gharami, by faith Muslim, by occupation Cultivation, residing at Vill. Bhasa, P.O. & P.S. Bishnupur, Dist. 24 Parganas (South) hereinafter called and referred to as the VENDOR represented by his lawful constituted Attorneys namely (1) MR. NAZRUL MOLLA son of late Hakim Molla and (2) MR. KHOKON ALI MOLLA son of late Mansoor Molla, both by faith Muslim, by occupation Business, residing at vill. Bhasa, P.O. & P.S. Bishnupur, Dist. 24 Parganas (South) by virtue of a General Power of Attorney dated 11.06.2012 registered in the office of Addl. District Sub Registrar at Bishnupur and recorded in Book No.IV, Volume No.1, Pages 2603 to 2611, Being No.214 for the year 2012 (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.

AND

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 the said Mr. Noor Ali Ghorami, the vendor herein, is the absolute recorded owner and seized and possessed of or otherwise well and sufficiently entitled to <u>ALL THAT</u> the piece or parcel of agricultural (Sali) land having Rayati Dakhali Sattya measuring about 8 Decimal pertaining to R.S. Dag No.235 corresponding to L.R. Dag No.240 under L.R. Khatian No.689, J.L. No. 20, R.S. No. 92, Touzi no.14, under Mouza Bhasa, Pargana Magura, Police Station Bishnupur, within the ambit of Paschim Bishnupur Gram Panchayat Area, 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 has no acquisition or requisition and no legal proceedings either under civil or criminal law of the land is pending in any Learned Court or elsewhere.

AND WHEREAS the said Mr. Noor Ali Gharami, the vendor herein, and his said Attorneys came in contact with the purchaser Company herein and expressed their desire to sell their said entire agricultural land measuring about 8 Decimal pertaining to R.S. Dag No.235 corresponding to L.R. Dag No.240 under L.R. Khatian No.689, J.L. No. 20, R.S. No. 92, Touzi no.14, under Mouza Bhasa, Pargana Magura, Police Station Bishnupur, within the ambit of Paschim Bishnupur Gram Panchayat Area, 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 land at a valuable consideration.

AND WHEREAS the purchaser Company has agreed to purchase and the vendors have agreed to sell the said land as described in the schedule written hereunder together with the rights and liberties easements, appendages, appurtenances and estate right, title and interest, property claim whatsoever of the owner at the agreed consideration of Rs.2,91,152/- (Rupees two lac ninety one thousand one hundred fifty two) only payable in the manner 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.2,91,152/- (Rupees two lac ninety one thousand one hundred fifty two) only to be true and lawful money of the Union of India in hand to the vendor/Attorneys herein paid by the Purchaser Company at or before the execution of these presents, the receipt whereof the vendor/Attorneys 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 8 Decimal pertaining to R.S. Dag No.235 corresponding to L.R. Dag No.240 under L.R. Khatian No.689, J.L. No. 20, R.S. No. 92, Touzi no.14, under Mouza Bhasa, Pargana Magura, Police Station Bishnupur, within the ambit of

Paschim Bishnupur Gram Panchayat Area, Dist. 24 Parganans (south) more fully and particularly described in the schedule written hereunder and hereafter called and referred to as the "said land" 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, electricity 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 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 R.S. Dag No.235 corresponding to L.R. Dag no.240 under L.R. Khatian No. 689, 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 owner 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/Attorneys 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/ATTORNEYS 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;
- b) The right, title and interest of the Vendor/Attorneys in the land is free from all encumbrances and/or alienation whatsoever save the occupancy of the Vendor/Attorneys and the Seller have a good and marketable title thereto;

- 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/Attorneys;
- 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/Attorneys 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;
- g) The Vendor/Attorneys are fully and sufficiently entitled to complete sale of the land to the Purchaser:
- 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 Vendor/Attorneys mentioned hereinabove are true and correct;
- j) AND THAT the Vendor/Attorneys have 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/Attorneys or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Vendor/Attorneys;
- 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 Vendor/Attorneys hereby confirm that the Vendor/Attorneys have never created any mortgage, liens or any other charge or encumbrance over the Subject Property;

- n) The Vendor/Attorneys do hereby accord their 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 Vendor/Attorneys hereby confirm 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 Vendor/Attorneys have delivered physical possession of the land in question;
- q) AND that the Vendor and all persons claiming any right, title or interest in the said premises hereby granted through from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the cost of the Purchaser do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said land and every part thereof hereby granted unto the Purchaser as may be reasonably required according to the true intent and meaning of this Deed.
- r) That the said land is not affected by any notice or scheme under the existing laws of the land and that no declaration has been made or published for acquisition of the said land or any part thereof, under the Land Acquisition Act, 1894 or any other Acts or Enactments for the time being in force.

SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT the piece and parcel of agricultural (Sali) land having rayati dakhali satya measuring about **8 Decimal** pertaining to **R.S. Dag No.235** corresponding to L.R. Dag No.240 under L.R. Khatian No.689, J.L. No. 20, R.S. No. 92, Touzi no.14, under **Mouza Bhasa**, Pargana Magura, Police Station Bishnupur, within the ambit of Paschim Bishnupur Gram Panchayat Area, under the jurisdiction of District Sub Registrar – IV at Alipore and Sub Registrar office at Bishnupur, Dist. 24 Parganans (south) together with the entire right and liberties easements, appendages, appurtenances and estate right, title and interest,

property claim whatsoever of the vendor and the same is butted and bounded as follows:-

On the North - Land of Dag No.236 & 237

On the South - Land of Dag No.234

On the East - Land of Dag No.238

On the West - Land of Dag No.224

IN WITNESS WHEREOF the vendor/Attorneys hereunto set, sealed and subscribed their 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. Toydes Mukherjen 860 Topsia Road Kolkata - 45

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2. Priemplanua. Certain unione e song
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VENDOR

Represented by Attorneys Mr. Najrul Molla & Mr. Khokon Ali Molla

Read over and explained by me in bengoti Toy des Mukheryin

Drafted & prepared by

Advocate

MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser by the withinnamed Attorneys the within mentioned sum of Rs.2,91,152/- (Rupees two lac ninety one thousand one hundred fifty two) only being the full consideration money paid on account of sale under these presents in the manner following:

By Account payee cheque no. 000308 dt. 27.08.2012 drawn on HDFC Ltd., Stephen House in favour of

: Rs.2,50,000/-

Mr. Khkon Ali Molla

By cash

: Rs.41,152/-

TOTAL

: Rs.2,91,152/-

(Rupees two lac ninety one thousand one hundred fifty two) only

WITNESSES:

1. Toples Mukharjen

Lawful Constituted Attorneys of Mr. Noor Ali Gharami

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VENDOR

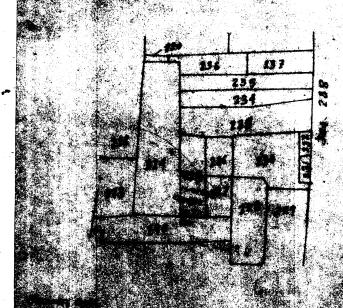
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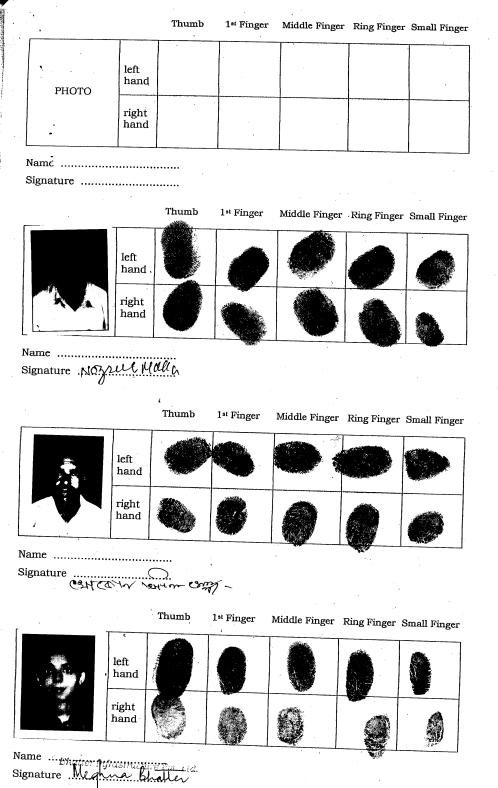
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 22 Page from 4663 to 4678 being No 06956 for the year 2012.



(Ashoke Kumar Biswas) 03-September-2012 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal