06765 PURCHASE DEED (2)

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL G 155292

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 19th day of April [illegible] Two Thousand and [illegible] (19/04/[illegible]) [illegible] Division Bro. [illegible]

BETWEEN

(1) NURULLA LASKAR, son of Late Anowarulla Laskar, (2) NIJAMUDDIN LASKAR, son of son of Late Anowarulla Laskar, (3) GIYASUDDIN LASKAR, son of Late Anowarulla Laskar, (4) CHAHENA BIBI, wife of Late Anowarulla Laskar, (5) RABIA BIBI, wife of Alamgeer All Sekh, son and daughter of Anowarulla Laskar, (6) MARJIMA BIBI, wife

3316

Name: [illegible]
Address: [illegible]
18 APR 2007
Value Rs. [illegible]

(ANIRUDH MODI)

Presented for Registration
Vendor Signature

ADDITIONAL REGISTRAR OF
[illegible]

of Jalil Laskar and daughter of Anowarulla Laskar, (7) **KISSARA BIBI**, wife of Sahalam Mondal and daughter of Anowarulla Laskar, (8) **SAHIDULLA LASKAR**, son of Late Anowarulla Laskar all by faith Islam, residing at Village Kandarpapur, P.O. Gacia, Police Station: Sonarpur, in the District of 24 Parganas(South) (hereinafter jointly referred to as the **"VENDORS"** which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators, legal representatives and / or assigns) of the **ONE PART.**

Vendor No. 1 to No.7 represented by their true and lawful Constituted Attorney, **SAHIDULLA LASKAR**, the Vendor No. 8, appointed vide Registered Power of Attorney dated 24.04.2021, registered with the District Sub-Registrar, Alipore, and recorded in Book No. IV, Volume No. 2, Pages 209 to 228, being no. 99 for the year 2021.

AND

(1) **MADHUR ENCLAVE PVT. LTD.**, a private limited company within the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata- 700020, (2) **MADHU HOUSING PVT. LTD.**, a private limited company within the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata- 700020, (3) **LAGAN SIRMAN PVT. LTD.**, a private limited company within the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata- 700020, (4) **MEMORY ESTATE PVT. LTD**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th

floor, Kolkata: 700020, **(5) MIHIR PROPERTY PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(6) NAVRANG ENCLAVE PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(7) RAMRATA HOUSING PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(8) MOHIT MULTIPLEX PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(9) PRACHI HOUSING PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, **(10) PURNIMA PROMOTERS PVT. LTD.**, a private limited company under the meaning of the Companies Act, 1956 having its registered office at 6C, Elgin Road, 4th floor, Kolkata: 700020, hereinafter referred to as the **"PURCHASERS"** which expression shall unless excluded by or repugnant to the subject or context shall include their successors in interest agents and assigns of the **SECOND PART**.

WHEREAS :

i. One KADIJAN BIBI, widow of Late Sabeljan Sardar, KHORSHED ALI SARDAR, MOHAMMAD ALI SARDAR, AHAMMED ALI SARDAR, GAFFAR ALI SARDAR, all sons of Late Sabeljan Sardar, and DELJAN BIBI AND GULJAN BIBI, daughters of Late Sabeljan Sardar all of Village: Barbana

SUHCHAYA ADAJAN PVT. LTD.

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iv. By another deed of Bengali Kobala dated 06.04.1960, said Deljan Bibi, therein mentioned as the "Data" for the consideration mentioned therein sold and transferred her entire undivided share comprised in R. S. Khatian no. 39 including the entire share measuring about 03 decimals over the R.S. Dag No. 4080 and 4081 unto and in favour of Khurshed Ali Sardar, Ahammed Ali Sardar and Muhammad Ali Sardar, therein jointly mentioned as the "Grahita" and the same was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume no. 46, Pages 46 to 51, being No. 3048 for the year 1960.

v. By a deed of Bengali Kobala dated 02.08.1965 said Ahammed Ali Sardar, therein mentioned as "Data" for the consideration therein mentioned sold and transferred his undivided share over the R.S. Dag No. 4081 and 4080, total admeasuring undivided 06½ Decimal out of total 26 Decimal, a little more or less, comprised in R.S. Khatian No. 39, lying and situated at Mouza: Barbaria Farhabad, J.L. No. 47, Touzi No. 109, R.S. No. T. Pergana Madanmalla, Police Station: Sonarpur, now within the limit of Rajpur-Sonarpur Municipality, in the District of 24Parganas (South) unto and in favour of Anowarullah Laskar, since deceased, therein mentioned as the "Grahita" and the aforesaid Kobala was registered with the office of the Sub-Registrar, Baruipur and recorded in Book No. I, Volume No. 99, Pages 285 to 287 Being No.7986 for the year 1965.

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v. And ever since the deed of conveyance registered, said Anowarulla Laskar, since deceased was possessed of ALL THAT 6.5 Decimal of land out of total 26 Decimal, be the same a little more or less, , comprised in R.S. Dag No. 4080 and 4081, comprised in R.S. Khatian No. 39, lying and situated at Mouza: Barbaria Partalad, J.L. No. 47, Touzi No. 109, R.S. No. 7, Pargana: Mahanadia, Police Station: Sonarpur, now within the limit of Rajpur-Sonarpur Municipality, in the District of 24-Parganas (South).

vi. And Whereas by a deed of Bengali Kobala dated 17.04.1989, said Anowarulla Laskar sold and transferred ALL THAT a piece and parcel of land admeasuring 01Cottah out of his total share of land comprised in Dag No. 4080 and 4081 unto and in favour of one Kardick Chandra Pramanick and Smt Basanti Pramanick, therein jointly mentioned as the "Grahita" and the said deed ofBengali Kobala was registered with the Office of the Addl. District Sub-Registrar, Sonarpur and recorded in Book No. 1, Volume No. 43, Pages 213 to 217, being No. 2158 for the year 1989, and balance area admeasuring 02 Cottah 15 Chittacks 02Sq. Ft. i.e. 5.5 satake more or less kept under the possession and power of said Anowarulla Laskar, since deceased.

vii. And said Anowarulla Laskar possessed the same by payment of land revenue to the government of West Bengal and while in

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Khas possession and enjoyment of his respective share over the said land the said Amirunnisa Laskar died intestate leaving behind him four sons viz. (1) **NURULLA LASKAR**, (2) **ELIAMUDDIN LASKAR**, (3) **GIYASUDDIN LASKAR**, (4) **SAHIDULLAH LASKAR** His widow (5) **CHABERA BIBI**, and four daughters namely (6) **RABIA BIBI**, (6) **MARJINA BIBI**, (7) **RENARA BIBI**, and (8) **SAFIARU BIBI**

iii. Thus, the said (1) **NURULLA LASKAR**, (2) **ELIAMUDDIN LASKAR**, (3) **GIYASUDDIN LASKAR**, (4) **CHABERA BIBI**, (5) **RABIA BIBI**, (6) **MARJINA BIBI**, (7) **RENARA BIBI**, and (8) **SAHIDULLAH LASKAR** being the vendors herein seized and possessed or otherwise well and sufficiently entitled to 50/100= share, more or less, of **ALL THAT** piece and parcel of land measuring 02 Cottah 15 Chittacks 0336 Ft, i.e. 5.5 satak more or less, out of total 26 Decimal, a little more or less, comprised in comprised in R.S. Dag No. 4080, 4081, R.S. Khatian No. 38, lying and situated at Mouza: Barfaria Fartabad, J.L. No. 97, Touzi No. 109, R.S. No. 7, Pargana Mahamaida, Police Station: Sonarpur, now within the limit of Rajpur-Sonarpur Municipality, in the District of 24Parganas (South) hereinafter referred to as the "SAID LAND" morefully and particularly described in the **SCHEDULE** hereunder written.

SHAGUNTIK ABASAN PVT. LTD.

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ASSOCIATE REGISTRAR OF
JOINT STOCK COMPANIES

BHAGYANAGAR ASSAM PVT. LTD.

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x. Being the 89/90th share owners of and/or well and sufficiently entitled to the said land measuring 02 Cottah 15 Chittacks 029q. Ft, i.e. 5.5 satahs more or less and the Vendors herein have been enjoying possessing and holding the same absolutely with all absolute rights of ownership inheritance and transfer.

xi. The Vendors being in financial requirement, have decided to sell out and transfer the said land more fully mentioned in the schedule below and on negotiations with the Purchasers the Vendors have agreed to sell and the Purchaser have agreed to purchase the said land fully described in the schedule hereunder written and herein after called the said land at a price of Rs. 231936/-(Rupees Two Lacs Thirty One Thousand Nine Hundred and Thirty Six only) free from all encumbrances charges mortgage disputes lispendences acquisitions requisitions alignments but subject to the obligation to pay and contribute annual land revenue, as hereinafter stated.

AND WHEREAS THE VENDORS HAVE ASSURED AND REPRESENTED UNTO THE PURCHASER AS FOLLOWS:

I. The Vendors are having permanent heritable and transferable rights in the said land and are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land and are entitled to

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ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

SUPERMATRIX KOMMAN PVT. LTD.

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deal with transfer the said land without any restriction dispute denial claim or obligation from any body etc.

2. The said land is free from all encumbrances' charges mortgages disputes liependences acquisitions requisitions and alignments.

3. The Vendors have duly paid all rates, land revenues, Municipal Taxes including all other impositions and/or outgoings payable in respect of the said land up to the date of execution of the Deed of Conveyance.

4. The 'Sold land' and the rights and properties appurtenant thereto is not affected by any notice of acquisition or requisitions nor there is any bar legal or otherwise to sell transfer the 'Said land' and the rights and properties appurtenant thereto and/or their respective right title and interest into or upon the same.

5. The Vendors have not entered into any agreement for sale or otherwise in respect of the said land or any portion thereof.

6. The said land has not been given for agriculture to any "CHASI", "BHAGCHASI" and /or any "JOTEDAR" and there is no dispute by any person about the agricultural rights over the said land.

AND WHEREAS relying on the said assurances and representations of the Vendors and believing the same to be correct and

[illegible] PVT. LTD.

Authorised Signatory / Director

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

BHAGIRATHI ADHAR PVT. LTD.

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true the Purchasers have agreed to complete the purchase of the said land and pay the consideration money to the vendor and have conveyance thereof otherwise they would not have agreed to do so.

NOW THIS INDENTURE WITNESSES that in pursuance of the proposal and the consideration of the said sum of Rs. 231936/-(Rupees Two Lakh Thirty One Thousand Nine Hundred and Thirty Six only) paid by the purchasers to the vendors at the time of the execution of these presents and the receipt of which sum the vendors doth hereby admit and acknowledge for the same forever discharge, release and exonerate the purchasers and the said plot of land the vendors doth hereby sell, convey, transfer, grant, assure and assign to and unto the Purchasers **ALL THAT** 99/99th share, more or less of piece and parcel of land measuring 02 Cottah 15 Chittacks 02Sq. Ft. i.e. 5.5 satake more or less , out of total 35 Decimal, a little more or less, comprised in compleed in R.S. Dag No. 4080 and 4081, R.S. Khatian No. 39, lying and situated at Mouza: Sarbana Partabad, J.L. No. 47, Touzi No. 109, R.S. No. 7, Pargana Mahanmalla, Police Station: Sonarpur, now within the limit of Rajpur-Sonarpur Municipality, in the District of 24 Parganas (South)particularly described in the **SCHEDULE** hereunder written **TOGETHER WITH** the proportionate right, title and interest in the common facilities and revenue or reversions all the estate right title interest property claim and demand whatsoever of the Vendors into and upon the said plot of land and all other benefits and rights hereon comprised and hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and every parts thereof

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Further **TOGETHER WITH** all rights liberties privileges easements and quasi-easements whatsoever and in equity to and unto the Purchaser free from all encumbrances trust liens charges and attachments **TO HAVE AND TO HOLD** use enjoy and possess the plot of land to and unto the purchasers together with and all other benefits and rights hereby granted sold conveyed transferred confirmed assigned and assured and every part or parts thereof in fee simple absolutely and forever.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS as follows:

(i) The right, title and interest in the land of the said plot of land which the Vendors do hereby professes to transfer subsists and that the Vendors have the absolute right full power and absolute authority to grant, sell, convey transfer unto the Purchasers peaceably enjoyments rights title and interest in the said plot of land together with the benefits and rights in the transfer aforesaid including rights to easements.

(ii) The purchaser shall have absolute authority to sell, transfer, assign, mortgage and /or let out the said plot of land and the purchasers shall have the right to mutate their name in respect of the said plot of land and to construct building or buildings with the prior sanction or approval of the concern

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authority and the vendors will provide necessary documents and assistance in that regard.

(iii) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said plot of land and every part thereof and to receive thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or any person or persons claiming through under or in trust for the Vendors and free and clear from and against all manner of encumbrances trust liens and attachments whatsoever.

(iv) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perform all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said plot of land together with the benefits and rights hereby granted unto the Purchasers as is the manner aforesaid.

(v) The Vendors shall not do anything or make any grant or terms whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchasers and as the sole

SIDDHIVINAYAK PVT. LTD.

Authorised Signatory / Director

BHUSHAKTHI KOUSHI PVT. LTD.

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owners; and the Vendors shall duly fulfil and perform all obligations and covenants herein expressly contained.

(vi) That if it is found that the said plot of land hereby sold, conveyed, transferred by the vendors is not free from all encumbrances as hereinbefore declared, the vendors shall be liable both for civil and criminal actions which will be taken by the purchasers and the vendors will be further bound to compensate of any loss to be sustained by the purchasers.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS as follows:

That the Purchasers shall observe fulfil and perform all the covenants and shall regularly and punctually pay and discharge all taxes and impositions and all other outgoings on and in respect of the said plot of land wholly and the purchasers will also pay all other impositions including the betterment and/or development fee in respect of the aforesaid plot of land, if any in that behalf which will be decided between the purchasers and all other plot of land owners.

IT IS FURTHER AGREED AND DECLARED BY THE VENDORS AND THE PURCHASER THAT:

i. Whenever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant and contract

BHAGIRATHI [illegible]

Authorised Signatory / Director

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herein contained the expressions 'the Vendor', and 'the Purchaser' shall mean and include their and each of their respective heirs, legal representatives, administrators, executors and/or assigns.

ii. Words importing the masculine gender shall be taken to include female; and

iii. Words in singular shall include the plural and vice-versa.

SCHEDULE AS REFERRED TO ABOVE

[The Said Land]

ALL THAT 89/98* shares of piece and parcel of land measuring undivided 03 Cottah 13 Chittacks 02Sq. Ft. i.e. 5.5 cents more or less., out of total 36 Decimal, a little more or less, comprised to comprised in R.S. Dag No. 4080 and 4081, R.S. Khatian No. 99, lying and situated at Mouza: Rajbaria Parulia, J.L. No. 47, Touzi No. 100, R.S. No. 7, Pargana Mahanadia, Police Station: Bonagram now within the limit of Rajpur-Sonarpur Municipality, in the District of 24Parganas (South) AND **TOGETHER WITH** also with all rights privileges easements rents issues and profits thereof AND **TOGETHER WITH** the proportionate right, title and interest in all internal common passages, pathways and roads **TOGETHER WITH** all the rights liberties privileges easements and quasi-easements whatsoever at Law and in equity.

MODI [illegible] PVT. LTD.

Authorised Signatory / Director

BHAGIRATHI ARCHAN PVT. LTD.

Authorised Signatory / Director

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

SIGNED, SEALED and DELIVERED by the **VENDORS** in the presence of :-

1. [illegible]
   [illegible] Kolkata - 700013

2. [illegible]
   [illegible], Kolkata 24

[illegible]

SIGNED, SEALED and DELIVERED by the **PURCHASERS** in the presence of :-

1. [illegible]
   [illegible] Kolkata - 700013

2. [illegible]
   [illegible], Kolkata 24

[illegible]

[illegible] PVT. LTD.

Authorised Signatory / Director

BHAGYATHI SEAMAN PVT. LTD.

Authorised Signatory / Director

MEMO OF CONSIDERATION

RECEIVED from the within Named Purchaser the within mentioned sum of Rs. 231936/-(Rupees Two Lacs Thirty One Thousand Nine Hundred and Thirty Six only) being the full and final consideration money as per memo below.

MEMO

PARTICULARS	AMOUNT
	Rs. P.

Witness:

1. Aditya Agarwal
   66, Ganesh Chandra Avenue
   Kolkata - 700013

2. Abhishek Bind
   Bind, Gaurav
   Kolkata - 34

Bhagirath Adhikari
Authorised Signatory / Director

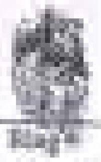
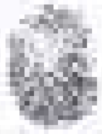
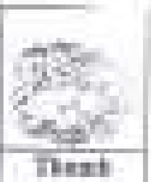
BHAGIRATH ADHIKARI PVT. LTD.

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

BHAGIRATHI KHAITAN PVT. LTD.

Authorised Signatory / Director

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO						
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		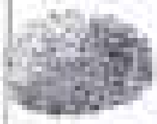	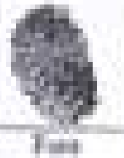	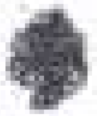	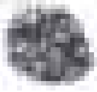	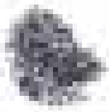
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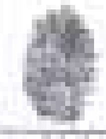
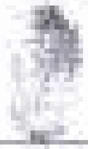
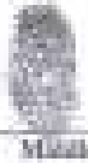
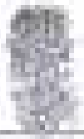
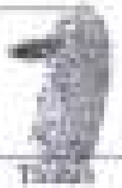
PHOTO						
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		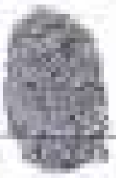	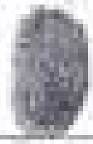	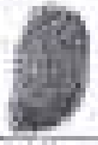	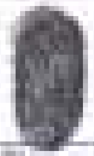	
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BHAGIRATHI AWASAN PVT. LTD

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Registered in
Book No. II
Volume No.
Page No. 1-10
Deed No. 1246
Year 2007

17-4-08

17-4-08

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Authorised Signatory / Director