# PROJECT - PAILAN LAND

(Summary at a glance)

## Deed No. 7065 of 2010

Execution Dated: 6th day of September, 2010
Place: DSR - IV, Alipore

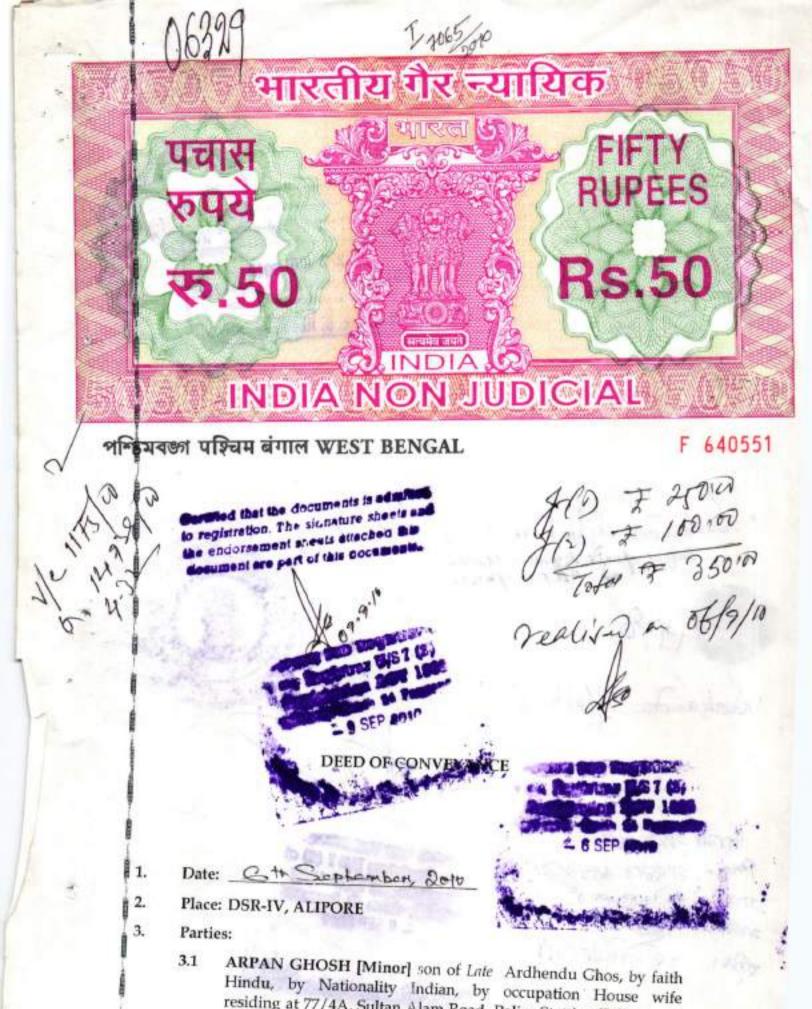
# Mouza - Amgachia, J.L.No. 93

R.S. Dag No. 383 R.S. Khatian No. 374 Nature - Sali

Area - 600 Sq. Ft.

Purchaser: Mr. Rishi Jain, S/O Prem Lal Jain

Vendor: Mr. Arpan Ghosh (Minor), son of late Ardhendu Ghosh, represented by his mother Suchandra Ghosh



residing at 77/4A, Sultan Alam Road, Police Stattion Tollygunge,



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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 - 07065 of 2010

(Serial No. 06329 of 2010)

#### On 06/09/2010

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

Presented for registration at 16.32 hrs on :06/09/2010, at the Private residence by Suchandra Ghosh Executant.

#### Executed by guardian

Execution is admitted by

 Suchandra Ghosh, wife of Lt. Ardhendu Gosh, 77/4a, sultan Alam Rd., , Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O.: - Pin:-700033 By Caste Hindu By Profession: House wife, as the guardian of minor Arpan Ghosh

Identified By Alauddin Mondal, son of Gaffar Mondal, Daulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Muslim, By Profession: ----

( Dulai Chandra Saha ) DISTRICT SUB-REGISTRAR-IV

#### On 08/09/2010

#### 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. 45625/-

Certified that the required stamp duty of this document is Rs.- 2291 /- and the Stamp duty paid as: Impresive Rs.- 50/-

( Dulai Chandra Saha ) DISTRICT SUB-REGISTRAR-IV

#### On 09/09/2010

#### 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:

Fee Paid in rupees under article: A(1) = 495/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 09/09/2010

#### Deficit stamp duty

Deficit stamp duty Rs. 2291/- is gaid. by the draft number 055593, Draft Date 08/09/2010, Bank Name. State Bank of India, CALCUTTA MAIN BRANCH, received on 09/09/2010

( Dulai Chandra Saha ) DISTRICT SUB-REGISTRAR-IN

> ( Dulal ChandraSaha') DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 1

09/09/2010 16:37:00

## SALE DEED PLAN

SHOWING AT MOUZA AMGACHHIA, J.L. NO. 93 R. S. NO. 326

L.R. KHATIAN NO. 546, R.S. KHATIAN NO. 374, DAG NO. 383

AREA - 138, DEC. OUT OF 84 DEC. SHOWN IN RED VERGE.

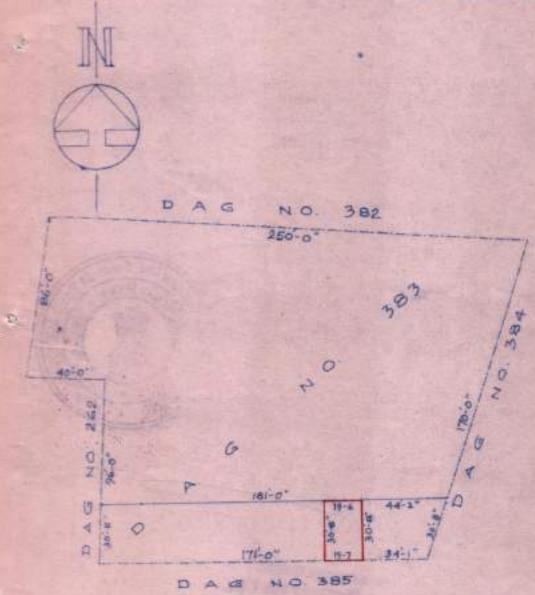
UNDER R.S. BISHNUPUR, DIST. SOUTH 24-PARGANAS.

SCALE: 1: 50

NAME OF VENDEE.

NAME OF VENDOR

ARPAN GHOSH BO LATE ATANU GHOSH, OF AMGACHHIA



Machinery M. C. Adhikari St. No. 81736/81 Suchandra Short

Kolkata 700033, District 24, Parganas (South) West Bengal represented by her Mother namely SUCHANDRA GHOSH, wife of Late Ardhendu Ghos, as legal and Natural guardian of TAPASH GHOSH. [Vendor, includes successors-in-interest]s

#### And

3.2 RISHI JAIN son of Prem Lal Jain residing at 1, No. Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013, by caste Hindu, by profession Business (Purchaser, which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors-in-interest, successors-in- office and/or assigns).

Vendor and Purchaser, collectively Parties.

# NOW THIS CONVEYANCE WITNESSES:

- Subject Matter of Conveyance:
  - 4.1 Said Land: Sali Land measuring undivided 33.33% of 1800 sft i.e 600 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry Office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), under the Amgachiya Gram Panchayat, (Said Land), described in the Schedule below.
- Representations, Warranties and Covenants of the Vendor:
  - 5.1 Representations, Warranties and Covenants on Chain of Title:
    - 5.1.1 Ownership of Sudarsan Chandra Paul son of Late Madhab Chandra Paul: Sudarsan Chandra Paul son of Late Madhab Chandra Paul was the sole and absolute Owner of the Sali Land measuring 16.5 decimal more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry Office Bishnupur, District Sub Registry Office Alipore, District 24Parganus (South), under the Amgachiya Gram Panchayat, (Mother Land).





Business U/S 7 (2)

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- 5.1.2 Sale to Atanu Ghosh : By a Deed of Sale in Bengali Language dated 13th December, 2004, registered in the office of the District Sub Registrar - IV, Alipore in book No. I, Volume No. 11, Pages 1491 to 1511 for the year 1877 for the year 2005, Sudarsan Chandra Paul son of Late Madhab Chandra Paul sold , transferred, conveyed and assigned the Sali Land measuring 2[two] cottah and 8[eight] chittak more or less i.e 1800 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry Office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), [Land] under the Amgachiya Gram Panchayat to Atanu Ghosh out of Mother Land, thus the Atanu Ghosh became the sole and absolute owner of the Land.
- 5.1.3 Ownership of Vendor namely Atanu Ghosh: In the aforesaid circumstances Vendor is the sole and absolute owner of the Said Land, described in the Schedule below and free from all encumbrances.
- 5.1.4 Demise of Atanu Ghosh & Devolution of Interest: Atanu: Ghosh was died and his legal heirs/ inheritance his wife Suchandra Ghosh and only daughter Dola Ghosh and only son Arpan Ghosh inherited his right, title and interest in the Land in the following Manner:

Relationshi P	Undivided share of Said Land of %
Wife	basic more or less 33.33%
Daughter	33.33%
son	33.33%
	P Wife Daughter

5.1.5 Ownership of Tapash Ghosh: In the aforesaid circumstances, Arpan Ghosh is the sole and absolute owner of the Land measuring Sali Land measuring undivided 33.33% of 1800 sft i.e 600 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94,

R.S. No. 326, Police Station Bishnupur, Sub Registry Office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), under the Amgachiya Gram Panchayat, (Said Land), described in the Schedule below out of Land.

- Absolute Owner: In the manner stated above, the 5.1.6 Vendor has become the absolute owner of the Said Land and are in Possession of the Premises. The witness and identifier of this Agreement/Conveyance declares that the Vendor/ Owner of the Said Land is well known to them and further declared that she/ he/they take the responsibility that if at the time of delivery of Possession from the Vendor/Owner to Purchaser any dispute arises with regard to the delivery of peaceful possession, the witness and identifier will face the consequences and take suitable step to meet up the problem. This liability is binding upon him/them. And the witnesses and identifier will be liable to refund advanced/consideration money to the Purchaser if at any point of time the executed Document presented before the Purchaser proved as false or fraud in future of such incident takes place the said refund will be made by the witnesses and identifier with all cost within 15 days from the date of discloser.
- 1.7 True and Correct Representations: The Vendor is the undisputed sole and absolute owner of the Said Land, such ownership having been acquired in the manner stated in Clauses 5.1.1 to 5.1.6 above, the contents of which are all true and correct.
- 5.2 Representations, Warranties and Covenants on Encumbrances:
  - 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition or requisition of the Said Land and declare that the Said Land is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
  - 5.2.2 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 whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title.

- 5.2.3 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 Land to the Purchaser.
- 5.2.4 Free from all Encumbrances: The Said Land is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargadars Income Tax Attachment, Financial Institution charges 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 Vendors' predecessors-in-title and the title of the Vendor to the Said Land is free, clear and marketable.
- 5.2.5 No Personal Guarantee: The Said Land is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.6 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 Land or any part thereof.

# Background:

6.1 Agreement to Sell and Purchase: The Vendor has approached and offered to sell the Said Land and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has agreed to purchase the Said Land.

## 7. Transfer:

7.1 Conveyance: The Vendor hereby sells, conveys and transfers the Said Land being Sali Land measuring undivided 33.33% of 1800 sft i.e 600 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry Office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), under the Amgachiya Gram Panchayat, (Said Land), to Purchaser, free from all encumbrances, the entirety of the Vendor right, title and interest of whatsoever or

howsoever nature in the Said Land, described in the Schedule below.

- 7.2 Consideration: The sale, conveyance and transfer of the Said Property is being made in consideration of a sum of Rs. 45,625/-(Rupees Forty Five Thousand Six hundred and twenty Five only) paid to the Vendor, the entirety of which has been received by the Vendor and the Vendor has executed the Receipt and Memo of Consideration below to admit and acknowledge the receipt thereof.
- 8. Terms of Transfer:
- 8.1 Salient Terms: The transfer being affected 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 encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargadars, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2 Together With: The transfer being affected by this Conveyance is together with all other rights the Vendor has in the Said Land and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Land.
- 8.3 Subject To: The transfer being affected by this Conveyance is subject to:
  - 8.3.1 Indemnification: Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendor about the correctness of the Vendor title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at the Vendors own costs, expenses,

risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

- 8.3.2 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: Khas, vacant and peaceful possession of the Said Land has been handed over by the Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.5 Outgoings: All statutory taxes, surcharge, outgoings and levies of or on the Said Land, 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 Purchaser fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendor hereby covenants that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Land 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor.
- 8.7 Indemnity: The Vendor hereby covenants 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 Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.

8.8 Further Acts: The Vendor hereby covenants 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 cost of the Purchaser and/or its 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 Land.

## Schedule (Said Land) [Subject Matter of Sale]

All that piece and parcel of Sali Land measuring undivided 33.33% of 1800 sft i.e 600 sft more or less comprised in R.S. Dag No. 383, R.S. Khatian No. 374, in Mouza Amgachia, J.L. No. 93, Touzi No. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry Office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), under the Amgachiya Gram Panchayat, (Said Land) Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land and butted and bounded as follows:

On the South : Vacant Land

On the North : Vacant Land

On the East : Vacant Land

On the West : Vacant Land

## 8. Execution and Delivery:

8.1 In witness whereof the Vendor has executed and delivered this instrument of Conveyance on the date given above.

Suchandra Short

Vendor
Accepted by me on behalf of my minor son
Arpan Ghosh as natural guardian mother.

Witnesses:

1. Allharith Majurlan
U. Late-Sonti May Majurlan
VIII. A P.O. - Paila , 24 PSS (6)

2. Albabrata Pailon Bafan, Pailon 8 Noulut Por Pgrs (24) P

# Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 45,625/- (Rupees \_Forty Five thousand six hundred and twenty five only ) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode	Date	Bank	I A I'm
Cash	06.00.2010	Dutte	Amount[Rs.]
CCOTT	06-09-2010		Rs. 45,625/-
			10. 40,020/-
	1		

Witnesses:

1. Delianish Majerdon Clo, Late - South May Majerdon VIII. GPO. - Porlan, 24855 (3)

2. Debebrada Parlan

Drafted by me as per document produce before me Manisako Bresser

Mani Sankar Roy Chowdhury

Advocate

High Court, Calcutta

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## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 3880 to 3894 being No 07065 for the year 2010.



(Dulal Chandra Saha) 10-September-2010 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS West Bengal