

16201/13

P-16331



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 121393

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Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement sheet / Sheet's attached with this document is / are the part of this document

Registrar U/S 7(2)
 District Sub- Registrar II
 24 Pige (N) Barasat

27 DEC 2013

INDENTURE OF CONVEYANCE

THIS INDENTURE made this 27th day of December, 2013

74486

20 DEC 2013

Sl. No. DATE
NAME
ADD
AMT

Raja Sarkar Advocate
5000 Ave Koushik High Court Calcutta

Ghosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



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Registrar U/S 7(2)
District Sub. Registrar II
24 Pgs (N) Barasat

27 DEC 2013

Identified by me
Joydeep Bageli
S/o Jayanta Kr. Bageli
Occupation - Law Clerk
107 Old Post Office Street,
Kolkata-700001, P.S. Hare Street

BETWEEN

M/S. SWADHA NIRMAN PRIVATE LIMITED, (PAN NO. AAJCS6291H), a Company incorporated under provisions of the Companies Act, 1956 and having its Registered Office at 4 Clive Row, Room No.405, Police Station- Hare Street, Kolkata-700 001, being represented by one of its Directors, namely, **MR. BIJOD KUMAR DROLIA**, (PAN NO. ACSPD8375K), son of Sri. Govind Ram Drolia, working for gain at, 4 Clive Row, Room No.405, Police Station -Hare Street, Kolkata-700 001, duly authorized by Board Resolution dated 07.03.2013, hereinafter referred to as '**the VENDOR**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its legal representatives, administrators, successors-in-interest, successor or successors-in-office and/or assigns) of the **ONE PART**;

AND

M/S. SHREESIDHI DEALCOMM PRIVATE LIMITED, (PAN NO. AAKCS5438B), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 25, R. N. Mukherjee Road, 3rd Floor, Suite - A, Kolkata 700 001, Police Station -Hare Street, being represented by one of its Directors, namely, **MR. SUBHASH KUMAR ROONGTA**, (PAN NO. ADEPR0760M), son of Late Jugal Kishore Roongta, working for gain at, 25, R. N. Mukherjee Road, 3rd Floor, Suite - A, Kolkata 700 001, Police Station -Hare Street, duly authorized by Board Resolution dated 08.03.2013 hereinafter referred to as '**the PURCHASER**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its legal representatives, administrators, successors-in-interest, successor or successors-in-office and/or assigns) of the **OTHER PART**;

WHEREAS:

- A.** By the strength of Deed of Sale (in Bengali Language) dated 03rd October, 1966, duly registered in Barasat Sub-Registry Office and recorded in Book No. I, Volume No 158, Pages 88 to 94, Being No.14116 for the year 1966, one Smt. Krishna Vanti Devi duly purchased and acquired from one Samena Khatun Bibi, Ramjan Ali Mondal, Ayub Ali Mondal and Zubbar Ali Mondal **ALL THAT** the pieces or parcels of Shali and Danga lands containing an area 0.78 Acres or 2 Bigha 7 Cottah 3 Chittacks 2 Square feet more or less situate, lying at Mouza -Kutulsahi, J.L. No.42, under Police Station-Barasat, having Municipal Holding No.225/3, Kutulsahi Road, within the admit of Barasat Municipality, in the District North 24-Parganas (hereinafter referred to as '**the said Properties**') at and for a consideration mentioned therein and became the sole and absolute owner of the said Original Land.
- B.** By a Deed of Sale (in Bengali Language) dated 12/09/1997, duly registered in the office of the Additional District Sub-Registrar, Barasat and recorded in Book No. I, Volume No.74 Pages 127 to 136 Being No.4109 for the year 1997, the said Smt. Krishna Vanti Devi, as the Vendor duly sold, transferred, conveyed unto and in favour of one Shambhu Mukherjee, the Purchaser therein, All That the said Properties at and for a consideration mentioned therein and one Manindra Nath Mukherjee, the Confirming Party therein duly confirmed and concurred the same.



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Registrar U/S 7(2)
District Sub. Registrar II
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27 DEC 2013

- C. The name of the said Shambhu Mukherjee has been recorded as Raiyat in the finally published Records of Rights in the L.R. Settlement under L.R. Khatian No.612.
- D. By the strength of Indenture of Conveyance dated 17/01/2008, duly registered in the Office of the Additional District Sub- Registrar, Barasat and recorded in Book No. 1, CD Volume No.1, Pages 15530 to 15544, Being No. 01016, for the year 2008, the VENDOR herein, therein referred to as the Purchaser, duly purchased and acquired from the said Shambhu Mukherjee, therein referred to as the Vendor, All That the said Properties Together With right and liberty along over and under a passage alongside a portion on the western side the of said Properties, morefully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to s '**the said Original Land**') at and for a consideration mentioned therein and became the sole and absolute owner of the said Original Land.
- E. The VENDOR herein has represented to the PURCHASER herein that the VENDOR has full right, title and interest whatsoever to sale and/or dispose of the said Original Land or any part thereof and have the full authority to sign and execute all or any documents relating thereto;
- F. The PURCHASER herein after being satisfied about the right, title and interest of the VENDOR herein in respect of the said Original Land more fully described in the **FIRST SCHEDULE** hereunder written and on the basis of the representation made by the VENDOR herein, agreed to purchase and the VENDOR herein, being the Owner of the said Original Land, agreed to sale out of the said Original Land All That the piece and parcel of Land classified as "Shali", admeasuring an area of 0.06 Acres, be the same little more or less, situate, lying at Mouza -Kutulsahi, J.L. No.42, under Police Station- Barasat, being part of Municipal Holding No.225/3, Kutulsahi Road, within the admit of Barasat Municipality, in the District North 24-Parganas, more fully described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as '**the said Land**') free from all encumbrances and/or alienation whatsoever;
- G. In pursuance of the aforesaid the VENDOR herein, Owner of the said Land, is hereby completing the sale of the said Land unto and in favour of the PURCHASER herein by these presents;

NOW THIS INDENTURE WITNESSETH as follows:

1. In the premises aforesaid and in consideration of a sum of **Rs. 10,80,000/- (Rupees Ten Lacs & Eighty Thousand)** only paid by the PURCHASER to the VENDOR (the receipt whereof the VENDOR doth hereby as well as also by the memo of consideration hereunder admits and acknowledges and of and from the payment of the same and every part thereof do hereby forever release, discharge, acquit and exonerate the PURCHASER and the said Land, hereby sold, transferred, conveyed, released and relinquished). The VENDOR herein doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the PURCHASER free from all encumbrances **All That the said Land morefully described in the SECOND SCHEDULE** hereto or any part thereof now and/or at any time heretofore were or was situated, butted, bounded, called known, numbered, described and distinguished **AND** all that the estate, right, title and interest, claim and demand whotsoever both at law and equity of the

VENDOR into and upon the said Land or any part thereof **AND** all deeds pattas and muniments of title whatsoever exclusively relating to or concerning the said Land or any part thereof **TOGETHER FURTHER WITH** all rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said Land belonging to or in any way appertaining to or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto **AND ALSO** the easements and/or quasi-easements and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said Land and each and every part thereof with free clear and marketable title and without any encumbrances and/or alienation whatsoever **TO HAVE AND TO HOLD** the said Land and each and every part thereof unto and to the use of the PURCHASER absolutely and forever **TOGETHER WITH** absolute right to grant, transfer, convey, mortgage, lease, sale, gift and/or assign the said Land;

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER:

- i) THAT notwithstanding any act, deed, matter or thing whatsoever done by the VENDOR or any of the VENDOR predecessors-in-title may have done, committed, executed or knowingly suffered to the contrary, the VENDOR now hath good right, full power, absolute authority, indefeasible title or otherwise well and sufficiently entitled to grant, sell, convey, transfer, assign and assure the said Land and all rights and benefits, hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the PURCHASER in the manner aforesaid according to the true intent and meaning of these presents;
- ii) AND THAT the VENDOR has not at any time done or executed or knowingly suffered or been party or privy to any deed, matter or thing, whereby the said Land or any part thereof can or may be impeached, encumbered or affected in title;
- iii) AND THAT the said Land is free from all claims, demands, charges, mortgages, liens, attachments, leases, lispendences, uses, debutter, trusts, acquisitions, requisitions and/or any other encumbrances whatsoever 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 for the VENDOR;
- iv) AND THAT after the purchase of the said Land morefully described in the SECOND SCHEDULE hereto by the PURCHASER, the VENDOR shall and at all time hereafter, co-operate and sign and execute all such papers and documents and do all such acts that may/shall be required by the PURCHASER to get its name mutated in the records of the concerned authorities in respect of the said Land, hereby sold, transferred and conveyed;
- v) AND THAT no Notice/s issued under the Public Demand Recovery Act has/have been served upon the VENDOR nor any such Notice/s has/have been published in respect of the said Land;
- vi) AND THAT the VENDOR has not yet received any Notice/s of requisition and/or acquisition in respect of the said Land morefully described in the SECOND

SCHEDULE hereto from the Government of State of West Bengal and/or from any other concerned Authority and/or Authorities;

- vii) AND THAT there are no Bargadar or tenant in the said Land and the VENDOR have not entered into any oral/verbal or written arrangement or agreement with any person/s in connection with the said Land, hereby sold;
- viii) AND THAT the said Land is free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged from and by the VENDOR, as well as sufficiently saved, defended, kept harmless and indemnified of and from or against all and all manner of former or other rights, title, interest, liens, charges and encumbrances whatsoever, made, done, occasioned and/or suffered by the VENDOR or any person or persons rightfully claiming through or under or in trust for the VENDOR;
- ix) AND THAT it shall be lawful for the PURCHASER from time to time and at all times to enter into, hold, possess, use, own and enjoy the said Land and each and every part thereof and receive the rents, issues and profits thereof without any lawful hindrance, eviction, 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;
- x) AND THAT the VENDOR and all people having or lawfully, rightfully or equitably claiming any estate or interest in the said Land 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 costs of the PURCHASER, do and execute and cause to be done and executed all such acts, deeds, matters or things whatsoever for further better or more perfectly assuring the said Land and every part thereof as shall or may be reasonably required by the PURCHASER;
- xi) AND THAT the VENDOR have paid and if any thing found to be due then shall pay all arrears of Land Revenue, Municipal rates and taxes, and all other outgoings and levies which is/are or may be found due and payable in respect of the said Land or any part thereof for the period till the date of execution of these presents Together With interest and penalty, if any, payable thereon and also covenant to keep the PURCHASER fully indemnified against any such claim or demand arising there from and in respect for the period aforesaid;
- xii) AND THAT the VENDOR shall keep the PURCHASER saved, harmless and indemnified from and against all disputes, suits, proceedings, cost, charges, losses, expenses and/or damages that may be faced, suffered and/or incurred by the PURCHASER and/or that the PURCHASER may be facing, suffering or incurring because of any of the declarations, representations and covenants by the VENDOR to the PURCHASER turn out to be false, untrue and/or mis-leading;
- xiii) AND FURTHER THAT the VENDOR shall answer and satisfy all queries of the Purchaser relating to title at all times if called upon to do so until mutation of the said Land in the records of the concerned B.L.&L.R.O ;
- xiv) AND THAT Subject to the provisions contained in these presents and subject to the provision of law for the time being in force the PURCHASER shall be entitled

to the exclusive ownership, possession and enjoyment of the said Land hereby conveyed and the same shall be heritable and transferable as any other immovable property;

- xv) That the VENDOR hereby delivers the vacant and khas possession of the said Land on and from this day, free from all claims, demands, charges, mortgages, liens, attachments, leases, lispendences, uses, debutter, trusts, acquisitions, requisitions and/or any other encumbrances whatsoever.

FIRST SCHEDULE
'the said Original Land'

ALL THAT the piece or parcel of "Shali" and "Danga" lands containing an area 0.78 Acres or 2 Bigha 7 Cottah 3 Chittacks 2 Square feet be the same little more or less situate, lying at and being the entire L. R. Dag No. 571 (measuring 0.35 Acre), entire L.R. Dag No.572 (measuring 0.30 Acre) and divided and demarcated portion measuring 0.13 Acres in L.R. Dag No.570 (out of 0.44 Acre) all Dags recorded in L.R. Khatian No.612 (previous Khatian Nos. 227, 246 and 271) in Mouza -Kutulsahi, J.L. No.42, under Police Station- Barasat, having Municipal Holding No.225/3, Kutulsahi Road, within the admit of Barasat Municipality, Ward No.7, Addl. District Sub Registry Office, Barasat, in the District -North 24-Parganas, in the State of West Bengal Together With right and liberty (including the right of easement and of ingress and egress and passage of men, material and utilities)along over and under a passage alongside a portion on the western side and liberty and butted and bounded as follows:-

- On the North : Partly by portion of Dag Nos.21/560 and Government Canal;
On the South : Partly by common Passage and partly by portions of Dag Nos.595, 573 and 574;
On the East : Partly by portions each of Dag Nos.595 and 560;
On the West : Partly by Common Passage and partly by portion of Dag No.7 and 596.

SECOND SCHEDULE
'the said Land'

All That the divided and demarcated piece and parcel of Land classified as "Shali", admeasuring an area of 0.06 Acres, be the same little more or less, situate, lying at Mouza -Kutulsahi, Pargana Anwarpur, J.L. 42, comprised in L.R. Khatian No. 612, R.S. and L.R. Dag No. 570, being part/portion of Municipal Holding No.225/3, Kutulsahi Road, Police Station- Barasat, within the admit of Barasat Municipality, Ward No.7, Addl. District Sub Registry Office, Barasat, in the District -North 24-Parganas, in the State of West Bengal and as delineated in the map or plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:-

- On the North : By portion of Dag No. 570;
On the South : By portion of Dag No. 570/595;
On the East : By portion of Dag No.571;
On the West : By portion of Dag No. 570;

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the **VENDOR** herein at Kolkata in the presence of:

1. Joydeep Bagchi
10, Oldpost office
Street, Kol-700000
2. Roy Sankar
High Court, Calcutta

SWADHA NIRMAN PVT. LTD.

Rinod Kumar
Director

the **VENDOR**

Drafted & Prepared in our Office:

Roy Sankar
7/10/99

for, **SARKAR & BHATTACHARYA ASSOCIATES**
ADVOCATES & LEGAL CONSULTANTS
7A, Kiran Shankar Roy Road,
Kolkata-700001

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER the within mentioned sum of **Rs. 10,80,000/- (Rupees Ten Lacs & Eighty Thousand)** only being the entire consideration money for **the said Land** hereby sold, transferred and conveyed, within expressed to have been paid to me in the manner following :

MEMO OF CONSIDERATION

<u>Details Of Payments</u>	<u>Amount</u> <u>Rs.</u>
Through RTGS (bearing No. UBINH12045058046) on 14.02.12	250,000/-
By Cheque No. 061587 on 03.06.13	30,000/-
By Cheque No. 109604 on 29.07.13	100,000/-
By Cheque No. 109663 on 01.08.13	100,000/-
By Cheque No. 109608 on 12.08.13	125,000/-
By Cheque No. 109616 on 04.09.13	200,000/-
By Cheque No. 109669 on 19.09.13	50,000/-
By Cheque No. 109674 on 17.10.13	50,000/-
By Cheque No. 109675 on 21.10.13	50,000/-
By Cheque No. 109677 on 23.10.13	125,000/-
TOTAL	<u>1,080,000/-</u>

(Rupees Ten Lacs & Eighty Thousand) only

SWADHA NIRMAN PVT. LTD.

Binoel Kumar Das
Director























.....
the VENDOR

WITNESS:-

1. *Joydeep Bagchi*

2. *Raj Kumar*
A.M.

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Binod Kumar Bora</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
		(Right Hand)					
	<i>S. S. S.</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
Thumb	Fore	Middle	Ring	Little			
		(Right Hand)					
PHOTO							
	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
	Thumb	Fore	Middle	Ring	Little		
		(Right Hand)					
PHOTO							
	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
	Thumb	Fore	Middle	Ring	Little		
		(Right Hand)					

SITE PLAN OF LAND AT MOUZA- KUTULSAHI :R.S/L.R. DAG NO - 570: P.S - BARASAT :
AREA IN DAG.- 06 DECIMAL ;

R.S/L.R.DAG NO:569

R.S/L.R.DAG NO:570

R.S./L.R.DAG NO:570/595

R.S/L.R.DAG NO:570

R.S/L.R.DAG NO:573

SWADHA NIRMAN PVT. LTD.
B.K.L. barad

Director



R.S/L.R.DAG NO:544/596

R.S/L.R.DAG NO:571

R.S/L.R.DAG NO:14

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - II NORTH 24-PARGANAS, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 16201 / 2013, Deed No. (Book - I , 16331/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Binod Kumar Drolia 4 -clive Row Room, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India,	 27/12/2013	 LTI 27/12/2013	<i>Binod Kumar Drolia</i> 27.12.2013

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Binod Kumar Drolia Address -4 -clive Row Room, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India,	Self	 27/12/2013	 LTI 27/12/2013	<i>Binod Kumar Drolia</i>

Name of Identifier of above Person(s)

Joydeep Bagchi
10 No- Old Post Office Street, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India,

Signature of Identifier with Date

Joydeep Bagchi
27/12/13



(Signature)

(Sushil Kumar Roy)

DISTRICT SUB-REGISTRAR-II

Office of the D.S.R. - II NORTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 16331 of 2013
(Serial No. 16201 of 2013 and Query No. 1502L000036872 of 2013)

On 27/12/2013

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. 19036.00/-, on 27/12/2013

(Under Article : A(1) = 18997/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 27/12/2013)

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.-17,27,273/-

Certified that the required stamp duty of this document is Rs.- 103646 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 98656/- is paid , by the draft number 097321, Draft Date 26/12/2013, Bank : State Bank of India, P.B.B. SALT LAKE, received on 27/12/2013

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

Presented for registration at 11.18 hrs on :27/12/2013, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Binod Kumar Drolia ,Executant.

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

Execution is admitted on 27/12/2013 by

1. Binod Kumar Drolia

Director, Swadha Nirman Private Limited (A A J C S 6291 H), 4 No- Clive Row Roon, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, .

, By Profession : Business

Identified By Joydeep Bagchi, son of Jayanta Kumar Bagchi, 10 No- Old Post Office Street, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, . By Caste: Hindu, By Profession: Law Clerk.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II




Binod Kumar Drolia

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 57
Page from 3924 to 3937
being No 16331 for the year 2013.




(Sushil Kumar Roy) 30-December-2013
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal