

**THIS INDENTURE OF CONVEYANCE** made on this the [8<sup>th</sup> day of Noveraber, Two Thousand Thirteen (2013) **BETWEEN** (1) **SRI SWAPAN BISWAS**, (2) **SRI SADHAN BISWAS**, both sons of Late Pasupati Biswas, both residing at Patharghata, P.O. Patharghata under New Town Police Station in the district of North 24-Parganas, (3) **SMT. KALYANI MONDAL**, daughter of Late Pasupati Biswas and wife of Anil Mondal, residing at Mahishbathan under New Town Police Station in the district of North 24-Parganas, (4) **SMT. MAYNA MONDAL**, daughter of Late Pasupati Biswas and wife of Late Pasupati Biswas and wife of Samir Mondal, residing at Dakshin Hatgacha under K.L.C.

e.M. 4473/13

Police Station in the district of South 24-Parganas, (5) <u>SMT. BINDEY</u> <u>DHARA</u>, daughter of Late Pasupati Biswas and wife of Sushanta Dhara, residing at Baidyapara, Mahishbathan under New Town Police Station in the district of North 24-Parganas, (6) <u>SMT. SUBODA BISWAS</u>, wife of Late Pasupati Biswas, (7) <u>SRI BHIM CHANDRA BISWAS</u>, son of Late Lakshmi Kanta Biswas and (8) <u>SMT. URMILA BISWAS</u>, wife of Late Lakshmi Kanta Biswas, all residing at Patharghata, P.O. Patharghata under New Town Police Station in the district of North 24-Parganas, all by religion Hindu, by Nationality Indian, by occupation Business and Housewife, hereinafter collectively called the <u>VENDORS</u> (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the <u>ONE PART</u>;

Pan Number of the Vendor No2: BVIPB 5394 N PAN NOVENDOR NO -7 - ADPPB 5958C

A N D KEDARNATH HEIGHTS PVT. LTD. a company incorporated within the meaning of the Companies Act, 1956, having its registered office at 'Shiva Heights', 171/A, Ramesh Dutta Street, Ground Floor, Kolkata -700006, represented by its Director MR. ANKIT AGRAWAL son of Mr. Brijesh Kumar Agrawal, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Sreebhumi, Kolkata – 700048 under Lake Town Police Station in the district of North 24-Parganas, hereinafter called the "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successor-in-office successors, and/or successor representatives and assigns) of the **OTHER PART** ;

Pan Number of the Purchaser : AAFCK2405B

**WHEREAS** One Sri Pasupati Biswas and Lakshmi Kanta Biswas weere absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of L.R. Settlement record of rights Sali land measuring an area of 07.34 Decimals out of 22 Decimals comprised in R.S. Dag No. 1063 and measuring an area of 01.34 Decimals out of 04 Decimals comprised in R.S. Dag No. 1064, thus totaling 08.68 Decimals under L.R. Khatian Nos. 962 and 1565, of Mouza Chakpanchuria, J.L. No. 33, R.S. No. 205½, Touzi No. 145 at present 10 under Rajarhat at present New Town Police Station in the district of North 24-Parganas.

**AND WHEREAS** The said Pasupati Biswas died intestate leaving behind him surviving his two sons namely Sri Swapan Biswas,Sri Sadhan Biswas, the Vendor No. 1 and 2 herein, three daughters namely Smt. Kalyani Mondal, Smt. Mayna Mondal, Smt. Bindey Dhara, the Vendor No. 3, 4 and 5 herein and widow namely Smt. Suboda Biswas, the Vendor No. 6 herein, as his legal heirs and successors under the Hindu Succession Act, 1956.

**AND WHEREAS** The said Lakshmi Kanta Biswas died intestate leaving behind him surviving his only son namely Sri Bhim Chandra Biswas, the Vendor No. 7 herein, and widow namely Smt. Urmila Biswas, the Vendor No. 8 herein, as his legal heirs and successors under the Hindu Succession Act, 1956.

**AND WHEREAS** Thus the said Sri Swapan Biswas, Sri Sadhan Biswas, Smt. Kalyani Mondal, Smt. Mayna Mondal, Smt. Bindey Dhara, Smt. Suboda Biswas, Sri Bhim Chandra Biswas and Smt. Urmila Biswas, the Vendors herein became the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of inheritance in fee simple in possession to the said land measuring an area of 07.34 Decimals out of 22 Decimals comprised in R.S. Dag No. 1063 and measuring an area of 01.34 Decimals out of 04 Decimals comprised in R.S. Dag No. 1064, thus totaling 08.68 Decimals under L.R. Khatian Nos. 962 and 1565, of Mouza Chakpanchuria, J.L. No. 33, R.S. No. 205½, Touzi No. 145 at present 10 within the jurisdiction of Patharghata Gram Panchayet, Additional District Sub-Registration Office Rajarhat under Rajarhat at present New Town Police Station in the district of North 24-Parganas fully described in the Schedule hereunder written and (hereinafter for the sake of brevity referred to as the `said Property').

**AND WHEREAS** The Vendors has agreed with the Purchaser for absolute sale to their the said land measuring an area of 07.34 Decimals out of 22 Decimals comprised in R.S. Dag No. 1063 and measuring an area of 01.34 Decimals out of 04 Decimals comprised in R.S. Dag No. 1064, thus totaling 08.68 Decimals under L.R. Khatian Nos. 962 and 1565, of Mouza Chakpanchuria, J.L. No. 33, R.S. No. 205½, Touzi No. 145 at present 10 under Rajarhat at present New Town Police Station in the district of North 24-Parganas and legal inheritance thereon in fee simple in possession at

or for the sum of Rs. 35,29,000/- (Rupees Thirty five lacs twenty nine thousand only) free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 35,29,000/-(Rupees Thirty five lacs twenty nine thousand only) of the lawful money of Union of India in hand well and truly paid by the Purchaser to the Vendors at or the execution of these presents (the receipt whereof the Vendors do each of them doth hereby as well as the receipt hereunder written admit and acknowledge and of and from the same and every part thereof the Vendors doth hereby acquit, release and forever discharge the said property as well as the Purchaser) they the Vendors doth hereby absolutely and indefeasible grant, convey, sell, transfer, assign and assure unto the Purchaser ALL THAT piece or parcel of Land measuring an area of 07.34 Decimals out of 22 Decimals comprised in R.S. Dag No. 1063 and measuring an area of 01.34 Decimals out of 04 Decimals comprised in R.S. Dag No. 1064, thus totaling 08.68 Decimals under L.R. Khatian Nos. 962 and 1565, of Mouza Chakpanchuria, J.L. No. 33, R.S. No. 2051/2, Touzi No. 145 at present 10 within the jurisdiction of Patharghata Gram Panchayet, Additional District Sub-Registration Office at Rajarhat under Rajarhat at present New Town Police Station in the district of North 24-Parganas fully described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as the said property OR HOWSOEVER OTHERWISE the said property or any part thereof heretofore were or was situate butted, bounded called known numbered described in or distinguished TOGETHER WITH all structures, erections, walls, boundary, walls pits, area, yards, water, water courses, water connection and sanitary connections, sewers, drains, ways paths and passages AND all and all manner of former and other lights liberties and advantages easement privileges emoluments and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining or which with the same or any part thereof with which the same now are or is or at any time or times heretofore were or was held used, occupied enjoyed reputed to belong or be appurtenant thereto AND ALL the reversion or reversions remainder or remainders AND the rents issues and profits thereof and every part thereof AND all the legal incidence and inheritance thereof AND all the

estate right title interest use possession property claim and demand whatsoever of the Vendors both at law and in equity of the Vendors into and upon the said property or any part thereof TOGETHER WITH they and every part of their rights, liberties and appurtenances whatsoever unto and to the Purchaser TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with beneficial use and enjoyment of the said property TO HAVE AND TO HOLD the said property and all other rights hereby granted, sold, transferred, conveyed assigned and assured and every part or parts hereof unto the Purchaser absolutely and for ever free from all encumbrances whatsoever.

# THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

(a) That notwithstanding any act deed matter or things whatsoever heretofore done committed or knowingly suffered by the Vendors to the contrary the Vendors are lawfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said property hereby sold granted transferred conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent to or measuring an area 08.68 Decimals thereto and free from all encumbrances whatsoever.

(b) That the Vendors have good right full power and absolute and indefeasible authority to sell, grant, transfer and convey the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

(c) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said property and receive the rents issues and profits thereof without any eviction interruption disturbances claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property from under or through or in trust for the Vendors and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified from and against all

encumbrances charges lispendens whatsoever made done executed or knowingly suffered by the Vendors.

(d) That the Vendors shall and will unless prevented by fire or other irresistible accident from time to time and at all times thereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produce or cause to be produced before the Purchaser or his attorney or attorneys or agent or agents or before any court, tribunal Board, Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said property so long as the same shall remain with the Vendors and shall also at the like request and cause deliver to the Purchaser such attested or other copies of or extracts therefrom as the Purchaser may required. The Vendors shall be liable to indemnify the Purchaser to the extent of consideration required or any part thereof in case it is found that the Vendors did not have title over the property transferred to the Purchaser.

(e) That the Vendors and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts, deeds things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold, granted, transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

(f) The Vendors herein stated and declared that the said property is not affected by any attachment including any attachment under any certificate cases or any proceedings started at the instance of the Income Tax Authorities or other Government authorities under the Public Demand Recovery Act or otherwise whatsoever and that there are no certificate cases or proceedings pending against the Vendors for realisation of arrears for Recovery Act or any other Act for the time being in force.

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(g) The Vendors do hereby handover vacant and peaceful possession of the Schedule referred property in favour of the Purchaser on the day of execution and registration of these presents.

# THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

**ALL THAT** piece or parcel of Sali land measuring an area of 07.34 Decimals out of 22 Decimals comprised in R.S. Dag No. 1063 and measuring an area of 01.34 Decimals out of 04 Decimals comprised in R.S. Dag No. 1064, thus totaling 08.68 Decimals equivalent to 05 (Five) Cottahs 04(Four) Chittaks and 02(Two) Square feet more or less, under L.R. Khatian Nos. 962 and 1565, of Mouza Chakpanchuria, J.L. No. 33, R.S. No. 205<sup>1</sup>/<sub>2</sub>, Touzi No. 145 at present 10 within the jurisdiction of Patharghata Gram Panchayet, Additional District Sub-Registration Office at Rajarhat under Rajarhat at present New Town Police Station in the district of North 24-Parganas and delineated in the map or plan annexed hereto and thereon bordered in RED.

R.S. Dag No.	L.R. Khatian No	Total Area	Sold Area	
1063	962 and 1565	22 Decimals	07.34 Decimals	
1064	962 and 1565	04 Decimals	01.34 Decimals	
		Total	08.68 Decimals equivalent to 05 Cottahs 04 Chittaks and 02 Square feet more or less	

The details of Sali Land is shown as hereunder :

The said property is butted and bounded as follows :

ON THE NORTH	: By R.S. Dag No.1062.	
ON THE SOUTH	: By Part of R.S. Dag No.1064. And Mouza Patharghata, J.L. No. 36	
ON THE EAST	: By Part of R.S. Dag Nos.1063 & 1364.	
ON THE WEST	: By Part of R.S. Dag Nos.1063 & 1064.	

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their hands the day month and year first above written.

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#### SIGNED AND DELIVERED by

the **<u>VENDORS</u>** at Kolkata in the presence of :

1. 35 203 MM M?

2. त्रीय स्व जग्र

mts Food Fisting 2001 minal Bran 2: STORO SNOWNE 3.3130 3021 5 25 20 13 3, 3126 313413 JERAN BORR 2:3536 300,10

**SIGNED AND DELIVERED** by the **PURCHASER** at Kolkata

in the presence of :

1. 35210 3. m. M?

AEDARNATH HEIGHTS PRIVATE LIMITED

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2. जीम हैंदे नड़ाई

Drafted by me :

Acharate, WB(Bo3)(193)

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**<u>RECEIVED</u>** of and from within named Purchaser the within mentioned sum of **Rs. 35,29,000/- (Rupees Thirty five lacs twenty nine thousand only)** in full payment of the consideration money as per Memo below :

#### MEMO OF CONSIDERATION

By Cheque No. 925733 dated 07.10.2013

By Cheque No. 925734 dated 07.10.2013 Rs. 7,50,000=00 Both on ICICI Bank,

By Cash

Rs. 25,29,000=00

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Rs. 2,50,000=00

Total - Rs. 35,29,000=00

(Rupees Thirty five lacs twenty nine thousand only)

WITNESSES:

1. 3130 3Var 1?

2. TAX 84 AY A.

Shim chandra Bis WBS

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30277 530-2.3230 303112 609 2921





### Government of West Bengal rtment of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas gnature / LTI Sheet of Serial No. 14125 / 2013, Deed No. (Book - I , 13145/2013)

ture of the person(s) admitting the Execution at Office.

6.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ankit Agrawal Address -10/14, Brijdham Housing Complex, 211, Canal Street, Sreebhumi, Thana:-Lake Town, District:-North 24-Parganas,	Self		LTI	andert lagrandal
	WEST BENGAL, India, Pin :-700048		22/11/2013	22/11/2013	

Name of Identifier of above Person(s) M Kauntia Fast Sighbhum, JHARKHAND, India, Pin :-832102

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District Sub-Registrar Additio Rajarhat, New 'Lown, North 24 Parganas

(Debasish Dhar) Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT



## Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

## Endorsement For Deed Number : I - 13145 of 2013

(Serial No. 14125 of 2013 and Query No. 1523L000023663 of 2013)

### On 20/11/2013

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

Presented for registration at 16.40 hrs on :20/11/2013, at the Private residence by Bhim Chandra Biswas, one of the Executants.

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

Execution is admitted on 20/11/2013 by

- 1. Swapan Biswas, son of Lt Pasupati Biswas, Patharghata, Thana:-New Town, P.O. :-Patharghata, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
- Sadhan Biswas, son of Lt Pasupati Biswas, Patharghata, Thana:-New Town, P.O. :-Patharghata, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
- Kalyani Mondal, wife of Anil Mondal, Mahishbathan, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- Mayna Mondal, wife of Samir Mondal, Dakshin Hatgacha, Thana:-K L C, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 5. Bindey Dhara, wife of Sushanta Dhara, Baidyapara, Mahishbathan, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 6. Suboda Biswas, wife of Lt Pasupati Biswas, Patharghata, Thana:-New Town, P.O. :-Patharghata, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 7. Bhim Chandra Biswas, son of Lt Lakshmi Kanta Biswas, Patharghata, Thana:-New Town, P.O. :-Patharghata, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
- 8. Urmila Biswas, wife of Lt Lakshmi Kanta Biswas, Patharghata, Thana:-New Town, P.O. :-Patharghata, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife

Identified By Subrata Sardar, son of Santiram Sardar, Chakpanchuria, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

( Debasish Dhar ) Additional District Sub-Registrar

### On 21/11/2013

### **Payment of Fees:**

Amount by Draft

Rs. 39933/- is paid , by the draft number 267440, Draft Date 13/11/2013, Bank Name State Bank of India, AMHERST STREET, received on 21/11/2013

(Under Article : A(1) = 39919/-, E = 14/- on 21/11/2013)

Additional District Set 22 NOV 2013 - That Liew Yowa, Nova 2. 2 Starts ( Debasish Dhar )

Additional District Sub-Registrar

EndorsementPage 1 of 2



## Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 13145 of 2013

(Serial No. 14125 of 2013 and Query No. 1523L000023663 of 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 beer assessed at Rs.-36,29,820/-

Certified that the required stamp duty of this document is Rs.- 217809 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

## Deficit stamp duty

Deficit stamp duty Rs. 212809/- is paid , by the draft number 267439, Draft Date 13/11/2013, Bank : State Bank of India, AMHERST STREET, received on 21/11/2013

( Debasish Dhar ) Additional District Sub-Registrar

### On 22/11/2013

# 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/-

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

Execution is admitted on 22/11/2013 by

1. Ankit Agrawal

Director, Kedarnath Heights Pvt. Ltd., Shiva Heights; 171/ A, Ramesh Dutta Street, Ground Floor, District:-Kolkata, WEST BENGAL, India, Pin :-700006.

Identified By M Kauntia, son of M Kauntia, East Sighbhum, JHARKHAND, India, Pin :-832102, By Caste: Hindu, By Profession: Business.

( Debasish Dhar ) Additional District Sub-Registrar

2 2 NOV 2013

22/11/2013 13:04:00

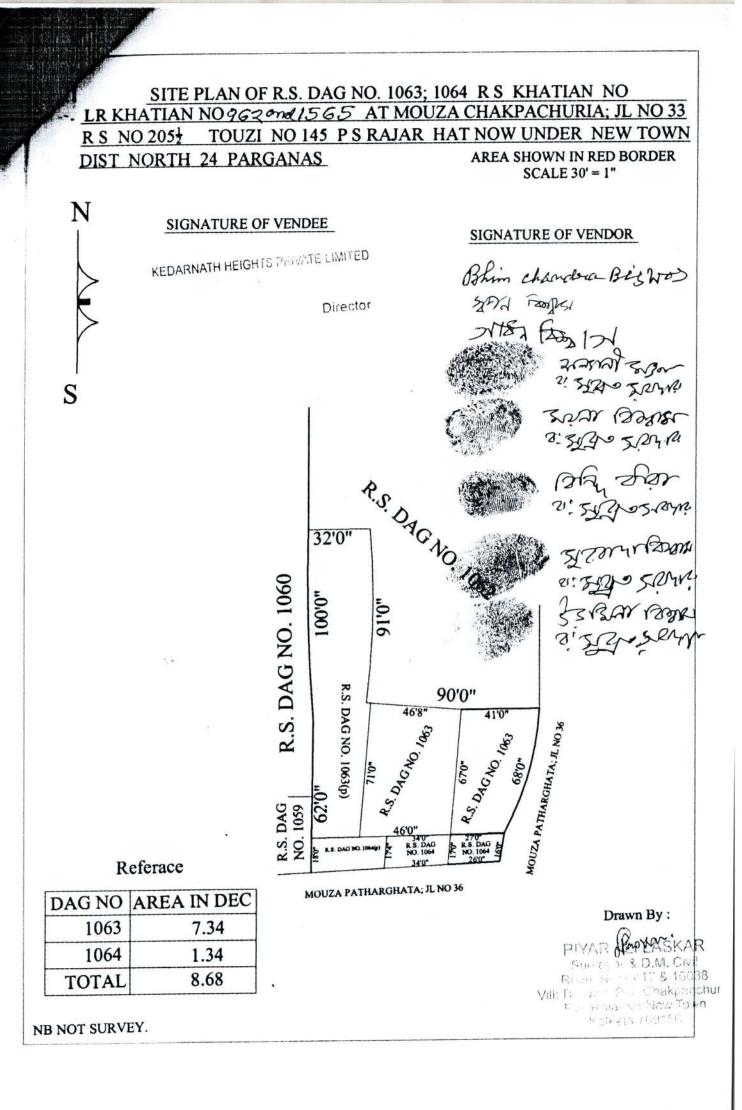
( Debasish Dhar ) Additional District Sub-Registrar Certificate of Registration under section 60 and Rule 69.

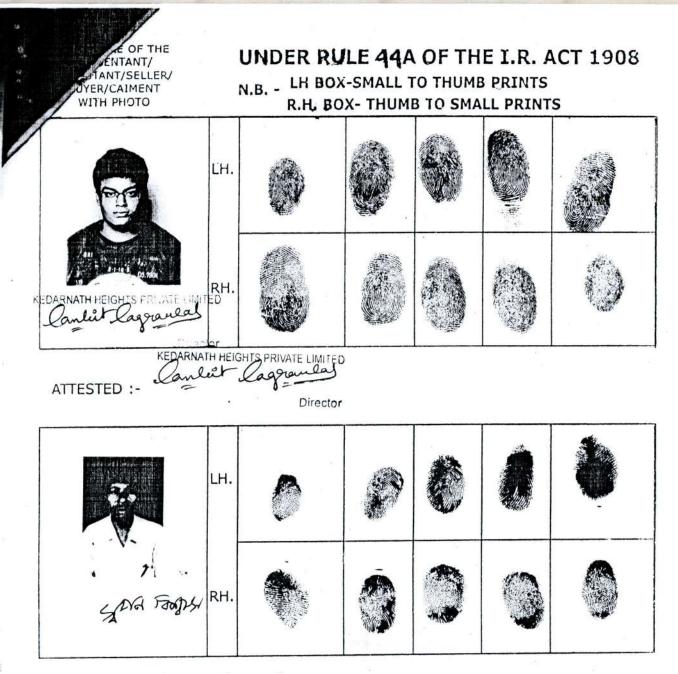
Registered in Book - I CD Volume number 19 Page from 5390 to 5409 being No 13145 for the year 2013.



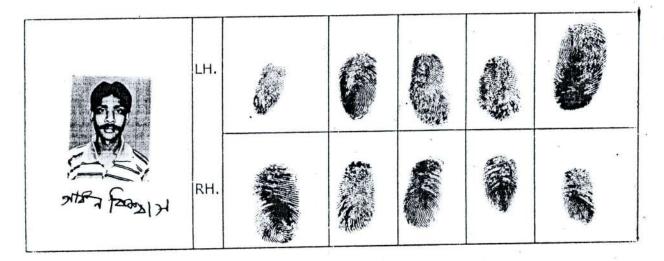
(Debasish Dhar) 22-November-2013 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal

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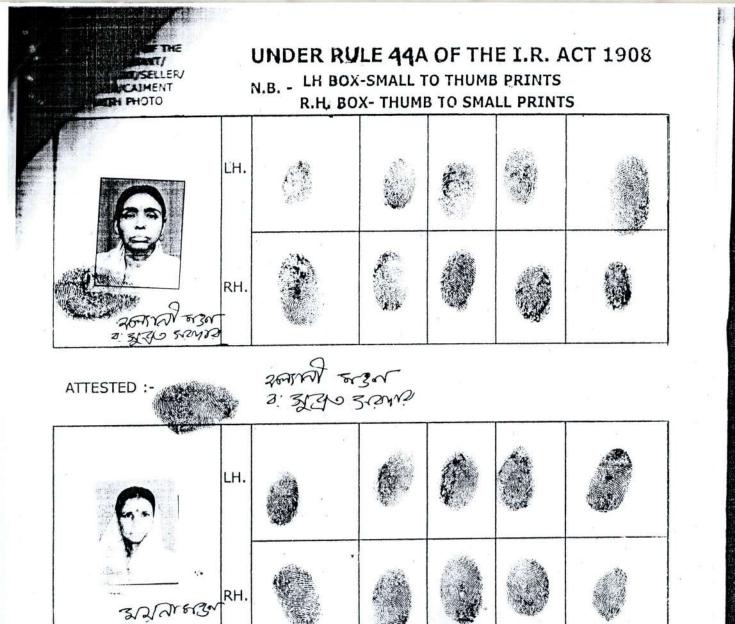


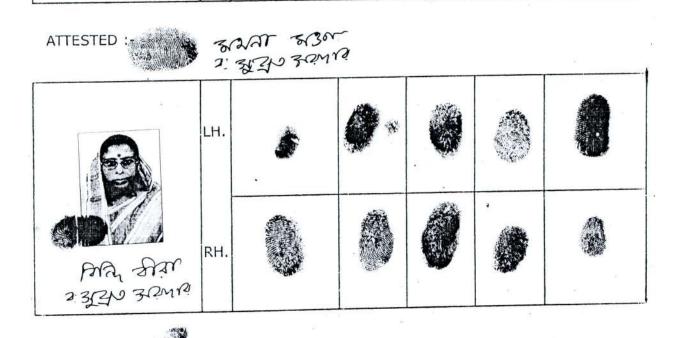


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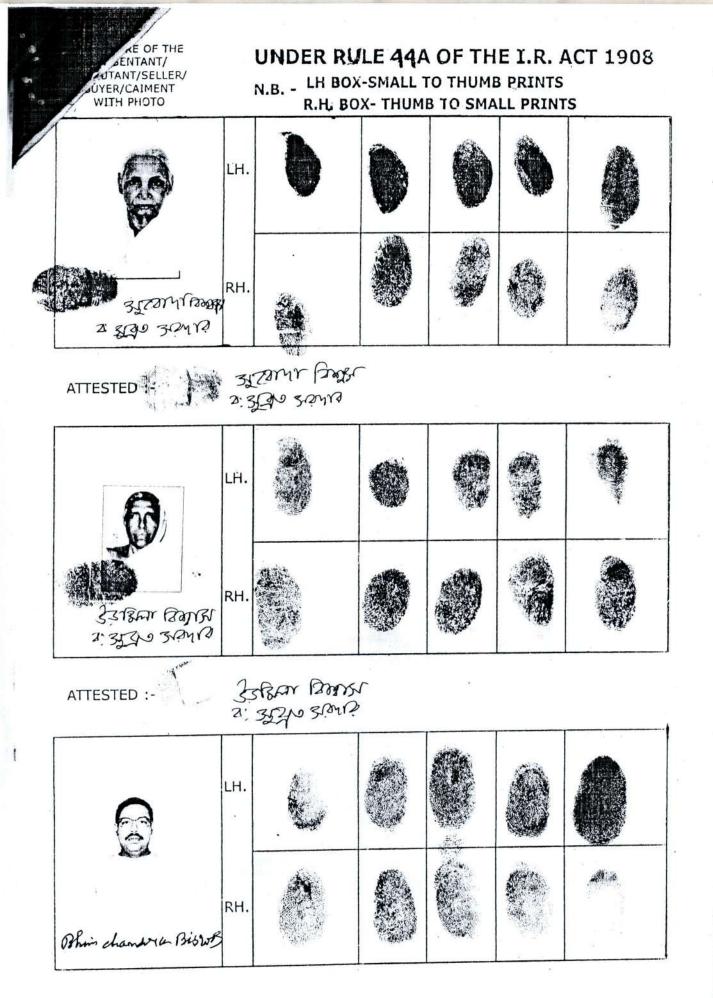




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