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भारत INDIA

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FIVE HUNDRED
RUPEES



पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

22 JUL 2013

DEED OF CONVEYANCE

1. Date : 22-07-2013
2. Place : Kolkata
3. Parties :
 - 3.1 GAJANAN HIGHRISE
PVT. LTD. [PAN NO.
AADCG2740H], a Private

PINAKI CHATTOPADHYAY

Advocate

Judge's Court, Barasat

তা. 4/7/13 নং 297

ক্রমিক নং

সাক্ষি

মূল্য 500/-

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ক্রমিক নং

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13 MAY 2013



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

22 JUL 2013

Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Nityadhan Mookherjee Road, P.S. Howrah, District Howrah, West Bengal, represented by its Director, **SURESH KUMAR AGARWAL** **[PAN NO. ACTPA8049G]**, son of Late Chiranjii Lal Agarwal.

Hereinafter called and referred to as the "**OWNER/VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director, director in office, office bearers, administrators, executors, representatives and assigns) of the **ONE PART**.

AND

3.2 **SWASTI REAL INFRA PVT. LTD. [PAN NO. AAMCS0142C]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at CB-10/14, Deshbandhu Nagar, Baguiati, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, represented by its Directors, **SUBRATA SAHA**, son of Subal Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at CB-10/11, Deshbandhu Nagar, Baguiati, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, **DILIP KUMAR FOGLA**, son of Kishan Lal Fogla, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 367, 6th Floor, 11, Watkins Lane, Howrah - 711 101, West Bengal, **SAJAL DAS**, son of Ajit Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at CB-10/14, Deshbandhu Nagar, Baguiati, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & **RAJESH KUMAR AGARWAL**, son of Late Matrumal Agarwal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Swastik Apartment, 334, Jessore Road, Kalindi, Kolkata - 700 089, District North 24 Parganas, West Bengal.

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Hereinafter called and referred to as the "PURCHASER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its director in office, office bearers, executors, administrators, representatives and assigns) of the OTHER PART.

Owner/Vendor and Purchaser collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Said Property : ALL THAT** piece and parcel of land measuring :

7 (Seven) Cottahs more or less of Bastu land comprised in **R.S. Dag No. 19, L.R. Dag No. 519** under R.S. Khatian Nos. 82 & 83, **L.R. Khatian No. 1127**,

And also

4 (Four) Cottahs more or less of Danga land comprised in **R.S. Dag No. 20, L.R. Dag No. 520** under R.S. Khatian Nos. 82 & 83, **L.R. Khatian No. 1127**,

in total a demarcated plot of land measuring 11 (Eleven) Cottahs be the same a little more or less including cemented flooring pucca building measuring 355 sq.ft. more or less alongwith Tiles Shed measuring 200 sq.ft. more or less (in total 555 sq.ft. more or less), comprised in R.S. Dag Nos. 19 & 20, L.R. Dag Nos. 519 & 520, lying and situate at **Mouza - Prasadpur**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700 124, in the District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written [**SAID PROPERTY/SOLD PROPERTY**].

5. **Background, Representations, Warranties and Covenants :**

5.1 **Representations and Warranties Regarding Title :** The Owner/Vendor has made the following representations and given the following warranties to the Purchaser regarding title.

5.1.1 **Purchase by Kishore Kumar Chattopadhyay from Sk. Soleman Mondal :** One Kishore Kumar Chattopadhyay, son of Kumud Bandhu Chattopadhyay purchased a land measuring :

44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389,

17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83,

08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83,

in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, by the strength of a Registered Deed of Conveyance, registered on 10.07.1964, in the office of the Sub-Registrar at Barasat and recorded in Book No. I, Volume No. 65, Pages 280 to 287, being Deed No. 6031 for the year 1964.

5.1.2 **Sale by Kishore Kumar Chattopadhyay to Pratima Mukhopadhyay :** The said Kishore Kumar Chattopadhyay sold, transferred and conveyed the aforesaid land measuring 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82

corresponding to Khatian No. 83, and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Pratima Mukhopadhyay, wife of Sisir Kumar Mukhopadhyay, by the strength of a Registered Deed of Conveyance, registered on 25.05.1970, in the office of the Sub-Registrar at Barasat and recorded in Book No. 1, Volume No. 64, Pages 225 to 227, being Deed No. 6086 for the year 1970.

5.1.3 **Demise of Pratima Mukhopadhyay** : The said Pratima Mukhopadhyay died intestate on 10.06.1973, leaving behind her husband, the said Sisir Kumar Mukhopadhyay and only daughter namely Sona Rekha Mukhopadhyay, then a minor, as her legal heirs and successors in interest in respect of the aforesaid property, left by the said Pratima Mukhopadhyay, since deceased.

5.1.4 **Absolute Joint Ownership of Sisir Kumar Mukhopadhyay & Sona Rekha Mukhopadhyay** : Thus after demise of the said Pratima Mukhopadhyay, the said Sisir Kumar Mukhopadhyay & Sona Rekha Mukhopadhyay, became the absolute joint owners of the aforesaid land measuring 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

- 5.1.5 **Permission of Sale :** The said Sisir Kumar Mukhopadhyay father and natural guardian of the said minor Sona Rekha Mukhopadhyay applied to the Ld. District Judge at Alipore in an Application under Act 32 of 1947 and obtained permission vide order dated 09.03.1976 passed therein for sale of the undivided half share or interest of the said minor, Sona Rekha Mukhopadhyay in the said property.
- 5.1.6 **Sale by Sona Rekha Mukhopadhyay to Benoy Kumar Das :** The said Sona Rekha Mukhopadhyay through her natural guardian, his father, Sisir Kumar Mukhopadhyay, sold, transferred and conveyed undivided 50% share in the aforesaid total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Benoy Kumar Das, son of Brajendra Kumar Das, by the strength of a Registered Deed of Conveyance, registered on 09.06.1976, in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 41, Pages 296 to 300, being Deed No. 2898 for the year 1976.
- 5.1.7 **Sale by Sisir Kumar Mukhopadhyay to the said Benoy Kumar Das :** The said Sisir Kumar Mukhopadhyay sold, transferred and conveyed his undivided 50% share in the aforesaid total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to the said Benoy Kumar Das, son of Brajendra Kumar Das, by the strength of a Registered Deed of Conveyance, registered on 09.06.1976, in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 76, Pages 107 to 111, being Deed No. 2899 for the year 1976.
- 5.1.8 **Absolute Ownership of Benoy Kumar Das :** Thus on the basis of the aforesaid two deeds, bearing Deed No. Deed No. 2898 for the year 1976 & Deed No. 2899

for the year 1976, the said Benoy Kumar Das, became the absolute owner of the aforesaid land measuring 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

5.1.9 **Sale by Benoy Kumar Das to Kartick Chandra Sadhukhan & Usha Rani Sadhukhan** : The said Benoy Kumar Das sold, transferred and conveyed the aforesaid total land measuring 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Kartick Chandra Sadhukhan & Usha Rani Sadhukhan, both son & daughter of Late Panchanan Sadhukhan, by the strength of four separate Registered Deeds of Conveyance, all registered on 28.01.1977, all in the office of the District Registrar, Alipore vide Deed Nos. 628, 629, 631 & 632 all for the year 1977.

5.1.10 **Sale by Kartick Chandra Sadhukhan & Usha Rani Sadhukhan to Ganesh Chandra Sadhukhan** : The said Kartick Chandra Sadhukhan & Usha Rani

Sadhukhan jointly sold, transferred and conveyed land measuring 6 (Six) Cottahs more or less out of their possession, comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Ganesh Chandra Sadhukhan, son of Late Panchanan Sadhukhan, by the strength of a Registered Deed of Conveyance, registered on 27.03.1991, in the office of the A.D.S.R. Barasat, North 24 Parganas, and recorded in Book No. I, being Deed No. 4582 for the year 1991.

5.1.11 **Again Sale by Kartick Chandra Sadhukhan & Usha Rani Sadhukhan to Sujata Sadhukhan :**

The said Kartick Chandra Sadhukhan & Usha Rani Sadhukhan again jointly sold, transferred and conveyed land measuring 1 (One) Cottah more or less comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, **in total land measuring 5 (Five) Cottahs more or less** in Dag No. 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Sujata Sadhukhan, wife of Ganesh Chandra Sadhukhan, by the strength of a Registered Deed of Conveyance, registered on 27.03.1991, in the office of the A.D.S.R. Barasat, North 24 Parganas, and recorded in Book No. I, being Deed No. 4583 for the year 1991.

5.1.12 **Absolute Joint Ownership of Ganesh Chandra Sadhukhan & Sujata Sadhukhan**

: Thus on the basis of the aforementioned two deeds, bearing Deed No. 4582 for the year 1991 & Deed No. 4583 for the year 1991, the said Ganesh Chandra Sadhukhan & Sujata Sadhukhan became the absolute joint owners of land measuring **7 (Seven) Cottahs** more or less comprised in **Dag No. 19**, and also land measuring **4 (Four) Cottahs** more or less comprised in **Dag No. 20**, **in total land measuring**

11 (Eleven) Cottahs more or less in Dag Nos. 19 & 20 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

- 5.1.13 **Sale by Ganesh Chandra Sadhukhan & Sujata Sadhukhan to the present owner, Gajanan Highrise Pvt. Ltd. :** The said Ganesh Chandra Sadhukhan & Sujata Sadhukhan jointly sold, transferred and conveyed the aforesaid land measuring **7 (Seven) Cottahs** more or less comprised in **Dag No. 19**, and also land measuring **4 (Four) Cottahs** more or less comprised in **Dag No. 20**, in total land measuring **11 (Eleven) Cottahs more or less** in Dag Nos. 19 & 20 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to the present owner, Gajanan Highrise Pvt. Ltd., by the strength of a Registered Deed of Conveyance, registered on 12.12.2008, in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 1, Pages 9107 to 9123, being Deed No. 00567 for the year 2009.
- 5.1.14 **Deed of Declaration :** The said Gajanan Highrise Pvt. Ltd. executed a registered Deed of Declaration to rectify the aforesaid Deed, bearing No. 00567 for the year 2009, by executing a Registered Deed of Declaration, registered on 12.07.2013, in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 36, Pages 213 to 222, being Deed No. 09877 for the year 2013.
- 5.1.15 **Absolute Ownership of Gajanan Highrise Pvt. Ltd. :** Thus on the basis of the aforesaid Deed of Conveyance bearing Deed No. 00567 for the year 2009 and on the basis of the aforesaid Deed of Declaration bearing Deed No. 09877 for the year

2013, the said Gajanan Highrise Pvt. Ltd., present owner herein, became the absolute owner of :

ALL THAT piece and parcel of land measuring :

7 (Seven) Cottahs more or less of Bastu land comprised in **R.S. Dag No. 19** under R.S. Khatian Nos. 82 & 83,

And also

4 (Four) Cottahs more or less of Danga land comprised in **R.S. Dag No. 20** under R.S. Khatian Nos. 82 & 83,

in total a demarcated plot of land measuring 11 (Eleven) Cottahs be the same a little more or less including cemented flooring pucca Tiles Shed thereon, comprised in R.S. Dag Nos. 19 & 20, L.R. Dag Nos. 519 & 520, lying and situate at **Mouza - Prasadpur**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, being Premises No. 83, Jessore Road (South), in the District North 24 Parganas, West Bengal.

5.1.16 **Records** : In L.R. Settlement, the said Gajanan Highrise Pvt. Ltd. recorded its/ their names in L.R. Khatian No. 1127 in R.S. Dag Nos. 19 & 20 corresponding to L.R. Dag Nos. 519 & 520 and also in the office of the Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, in respect of aforesaid property.

5.1.17 **Desire of Sale by Gajanan Highrise Pvt. Ltd. to the present Purchaser** : The said Gajanan Highrise Pvt. Ltd., Owner/Vendor herein, decide to sell :

ALL THAT piece and parcel of land measuring :

7 (Seven) Cottahs more or less of Bastu land comprised in **R.S. Dag No. 19, L.R. Dag No. 519** under R.S. Khatian Nos. 82 & 83, **L.R. Khatian No. 1127,**

And also

4 (Four) Cottahs more or less of Danga land comprised in **R.S. Dag No. 20, L.R. Dag No. 520** under R.S. Khatian Nos. 82 & 83, **L.R. Khatian No. 1127,**

in total a demarcated plot of land measuring 11 (Eleven) Cottahs be the same a little more or less including cemented flooring pucca building measuring 355 sq.ft. more or less alongwith Tiles Shed measuring 200 sq.ft. more or less (in total 555 sq.ft. more or less), comprised in R.S. Dag Nos. 19 & 20, L.R. Dag Nos. 519 & 520, lying and situate at Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700 124, in the District North 24 Parganas, West Bengal, morefully described in the Schedule described below [SAID PROPERTY/SOLD PROPERTY] to the present Purchaser, at a total consideration of Rs. 1,67,66,250.00 (Rupees One Crore Sixty Seven Lakh Sixty Six Thousand Two Hundred Fifty) only.

5.1.18 **Acceptance by Purchaser :** The Purchaser herein have accepted the aforesaid proposal of the Owner/Vendor and agreed to purchase the **SAID PROPERTY** morefully described in the Schedule hereunder written, at an agreed consideration of **Rs. 1,67,66,250.00 (Rupees One Crore Sixty Seven Lakh Sixty Six Thousand Two Hundred Fifty) only.**

- 5.1.19 **Title of the Owner/Vendor :** Thus in the abovementioned facts and circumstances and on the basis of the aforementioned deed/s, the Owner/Vendor has/have become the absolute Owner of the Said Property.
- 5.1.20 **True and Correct Representations :** The Owner/Vendor is the absolute and undisputed Owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 5.2 **Representations, Warranties and Covenants regarding Encumbrances :** The Owner/Vendor represents, warrants and covenants regarding encumbrances as follows :
- 5.2.1 **No Acquisition / Requisition :** The Owner/Vendor has/have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land :** The Owner/Vendor do/does not hold any excess vacant land under the urban land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 5.2.3 **No Encumbrance by Act of Owner/Vendor :** The Owner/Vendor has/have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell :** The Owner/Vendor has/have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.

- 5.2.5 **No Dues** : No tax in respect of the Said Property is due to the Barasat Municipality and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Owner/Vendor.
- 5.2.6 **No Right of Preemption** : No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage** : No mortgage or charge has been created by the Owner/Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances** : The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Owner/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 Owner/Vendor or the Owner/Vendor's predecessors-in-title and the title of the Owner/Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee** : The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Owner/Vendor from selling, transferring and / or alienating the Said Property or any part thereof.

6. **Basic Understanding :**

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

7. **Transfer :**

7.1 **Hereby Made :** The Owner/Vendor hereby sell, convey and transfer to the Purchaser the entirety of its/their right, title and interest of whatsoever or howsoever nature in the **SAID PROPERTY** morefully described in the Schedule below free from all encumbrances.

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs. 1,67,66,250.00 (Rupees One Crore Sixty Seven Lakh Sixty Six Thousand Two Hundred Fifty) only** paid by the Purchaser to the Owner/Vendor, receipt of which the Owner/Vendor hereby and by the Memo and Receipt hereunder written admit and acknowledge.

8. **Terms of Transfer :**

8.1 **Salient Terms :** The transfer being effected 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 **Together with All Other Appurtenances :** Together with all other rights the Owner/Vendor has/have in the Said Property and all other appurtenances including but not

limited to customary and other rights of easements for beneficial use of the Said Property, which includes all unrecorded/non-mutated lands purchased by the Owner/ Vendor as mentioned in the various sub-clauses of Clause 5 above.

- 8.2 **Subject to :** The transfer being effected by this Conveyance is subject to :
- 8.2.1 **Indemnification :** Indemnification by the Owner/Vendor about the correctness of its/their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owner/Vendor about the correctness of the Owner/Vendor's title and the representations and authority to sell, which if found defective or untrue at any time, the Owner/Vendor shall, at the cost of the Purchaser forthwith take all necessary steps to remove and / or rectify.
- 8.2.2 **Transfer of Property Act :** All obligations and duties of Owner/Vendor and Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Property has been handed over by the Owner/Vendor to the Purchaser, which the Purchaser admit, acknowledge and accept.
- 8.4 **Outgoings :** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Owner/ Vendor, with regard to which the Owner/Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession :** The Owner/Vendor hereby covenants that the Purchaser and its/their executor, administrator, representative and assign, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property 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 Owner/Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Owner/Vendor.

- 8.6 **Indemnity** : The Owner/Vendor hereby covenants that the Owner/Vendor or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and its/their executors, administrators, representatives and assigns and / or its/their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and its/their executors, administrators, representatives and assigns and / or its/their successors-in-interest by reason of any defect in title of the Owner/Vendor or any of the representations being found to be untrue.
- 8.7 **No Objection to Mutation** : The Owner/Vendor declares that the Purchaser can fully be entitled to mutate its/their names in the office of the B.L. & L.R.O. and before Barasat Municipality and / or any other concerned authorities and to pay tax or taxes and all other impositions in its/their own names. The Owner/Vendor undertakes to co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts** : The Owner/Vendor hereby covenants that the Owner/Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and / or its/their 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 Property.

THE SCHEDULE ABOVE REFERRED TO

[SOLD PROPERTY/SAID PROPERTY]

ALL THAT piece and parcel of land measuring :

7 (Seven) Cottahs more or less of Bastu land comprised in R.S. Dag No. 19, L.R.

Dag No. 519 under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127,

And also

4 (Four) Cottahs more or less of Danga land comprised in R.S. Dag No. 20, L.R.

Dag No. 520 under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127,

in total a demarcated plot of land measuring 11 (Eleven) Cottahs be the same

a little more or less including cemented flooring pucca building measuring

355 sq.ft. more or less alongwith Tiles Shed measuring 290 sq.ft. more or less

18

(in total 555 sq.ft. more or less), comprised in R.S. Dag Nos. 19 & 20, L.R. Dag Nos. 519 & 520,

lying and situate at **Mouza - Prasadpur**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700 124, in the District North 24 Parganas, West Bengal. A Site Plan of the total land is enclosed herewith and will be treated as part and parcel of this present Deed. The total land is butted & bounded as follows :-

ON THE NORTH	:	Others Land.
ON THE SOUTH	:	Land of Dilip Ghosh.
ON THE EAST	:	Land of Sudhin Biswas.
ON THE WEST	:	Approx. 40 ft. Wide Jessore Road.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property and also with the benefit of the sanctioned plan.

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

1. Mahendra Nath Panigrahi
S/o Dharendra Nath Panigrahi
Kudon Pakhi
Barasat

2. BISWAJIT ROY GUPTA
375, Bopla Park Purbani Par.
Kolkata - 107.

S/o Biswanath Roy GUPTA

Suresh Kumar Agarwal
Suresh Kumar Agarwal

Director of
Gajanan Highrise Pvt. Ltd.

Owner/Vendor

Subrata Saha
Subrata Saha

Dilip Kumar Fogla
Dilip Kumar Fogla

Drafted By

Parul Nandan
Adv.
11/05/2011

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 2570 8471.

Composed By :

Gopa Dasgupta
Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.

Sajal Das
Sajal Das

Rajesh Kumar Agarwal

Director of
All Directors of
Swasti Real Infra Pvt. Ltd.

Purchaser

MEMO OF CONSIDERATION

Received Rs. 1,67,66,250.00 (Rupees One Crore Sixty Seven Lakh Sixty Six Thousand Two Hundred Fifty) only as full and final consideration money of the schedule land morefully mentioned in the Schedule herein above written, from the above named Purchaser.

<u>Mode of Payment</u>	<u>Transaction No.</u>	<u>Date</u>	<u>Issuing Bank</u>	<u>Amount</u>
RTGS	ALLAH13197255929	16.07.13	Allahabad Bank, Baguiati	Rs. 1,00,00,000.00
RTGS	ALLAH13198277566	17.07.13	Allahabad Bank, Baguiati	Rs. 20,00,000.00
RTGS	ALLAH13199306961	18.07.13	Allahabad Bank, Baguiati	Rs. 47,66,250.00
TOTAL :				Rs. 1,67,66,250.00

Witnesses :-

- i. Mahendra Nath Fani
S/o Shikendra Nath Fani
Kulen Palhi
Borasant
2. BISWASIT ROY GUPTA
375, Borspku Par
Kd - 107.
S/o Bijan Lal Roy GUPTA

Suresh Kumar Agarwal

Suresh Kumar Agarwal

Director of

Gajanan Highrise Pvt. Ltd.

Owner/Vendor

INVESTIGATION OF THE
ABSENTANT
BY THE BUYER /
CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908
N.B - L.H. BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



L.H.



R.H.



Sajal Kumar

ARRESTED Sajal Kumar



L.H.



R.H.



Subhendu Sekha

ARRESTED Subhendu Sekha



L.H.



R.H.



R.

ARRESTED Raju Kumar



L.H.



R.H.



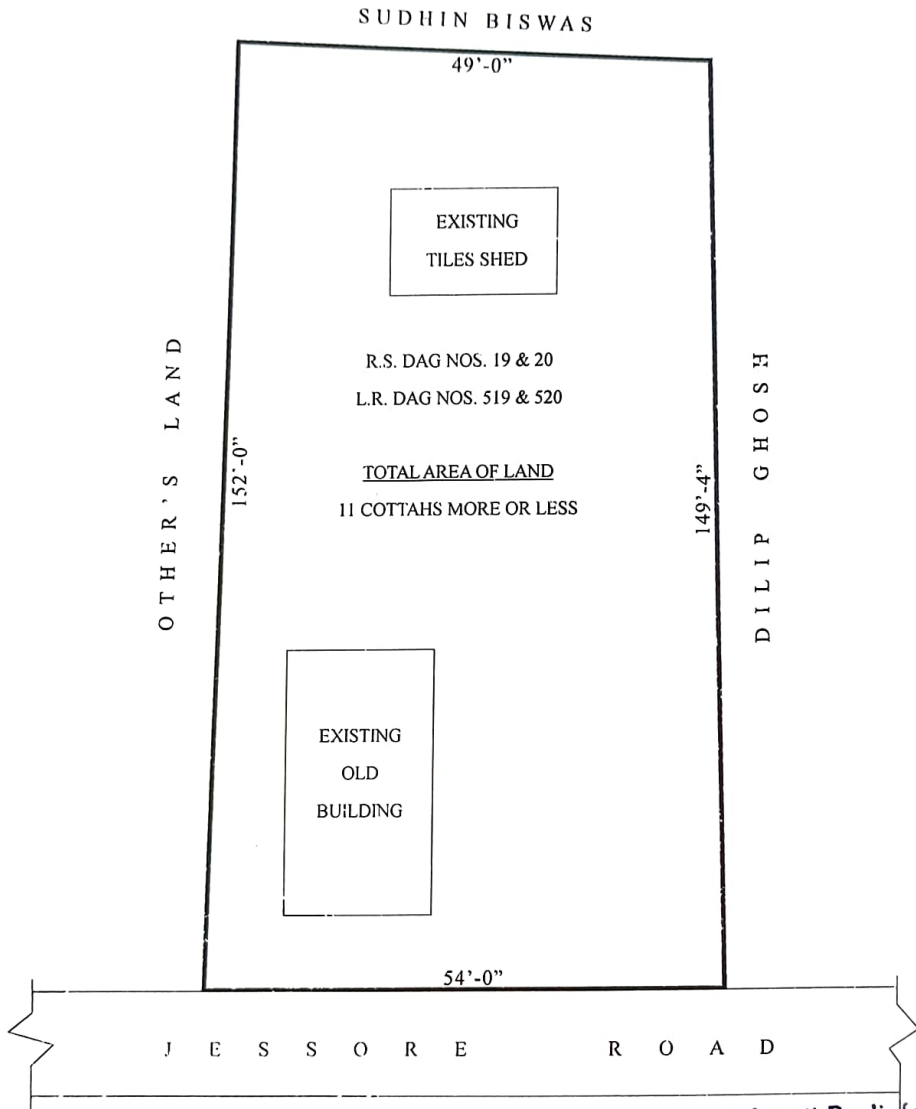
Dilip Kumar

Dilip Kumar

Dilip Kumar

SITE PLAN OF BASTU LAND MEASURING 7 COTTAGE MORE OR LESS IN R.S. DAG NO. 19, L.R. DAG NO. 519, AND ALSO DANGA LAND MEASURING 4 COTTAGE MORE OR LESS IN R.S. DAG NO. 20, L.R. DAG NO. 520, IN TOTAL A DEMARCATED PLOT OF LAND MEASURING 11 COTTAGE MORE OR LESS INCLUDING CEMENTED FLOORING PUCCA BUILDING MEASURING 355 SQ.FT. MORE OR LESS ALONG WITH TILES SHED MEASURING 200 SQ.FT. MORE OR LESS UNDER R.S. KHATA NOS. 82 & 83, L.R. KHATA NO. 1127, IN MOUZA - PRASADPUR, J.L. NO. 39, P.S. BARASAT, BARASAT MUNICIPALITY, HOLDING NO. 58/4/B, JESSORE ROAD (SOUTH), WARD NO. 26, PREMISES NO. 83, JESSORE ROAD (SOUTH), KOLKATA - 700 124, DISTRICT NORTH 24 PARGANAS, WEST BENGAL.

VENDOR GAJANAN HIGHRISE PVT LTD
PURCHASER SWASTI REAL INFRA PVT LTD



Swasti Realinfra Private Ltd. Swasti Realinfra Private Ltd.
Sajal Das Director *Salvatore Silva* Director

Swasti Realinfra Private Ltd. Swasti Realinfra Private Ltd.
Dilip Kumar Ghosh Director *Rajin Kumar Ghosh* Director

GAJANAN HIGHRISE PVT. LTD.



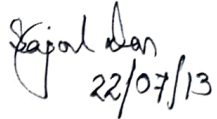
Suresh Kumar Agarwal
SIGNATURE OF VENDOR

SIGNATURE OF PURCHASER













NOT IN SCALE
DRAWN BY
GOPA DASGUPTA

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. 10314 / 2013, Deed No. (Book - I , 10198/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sajal Das District:-North 24-Parganas, WEST BENGAL, India,	 22/07/2013	 LTI 22/07/2013	 22/07/13

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Suresh Kumar Agarwal Address -District:-North 24-Parganas, WEST BENGAL, India,	Self	 22/07/2013	 LTI 22/07/2013	
2	Subrata Saha Address -District:-North 24-Parganas, WEST BENGAL, India,	Self	 22/07/2013	 LTI 22/07/2013	
3	Dilip Kumar Fogla Address -District:-North 24-Parganas, WEST BENGAL, India,	Self	 22/07/2013	 LTI 22/07/2013	
4	Sajal Das Address -District:-North 24-Parganas, WEST BENGAL, India,	Self	 22/07/2013	 LTI 22/07/2013	


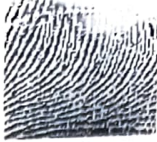




(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS

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. 10314 / 2013, Deed No. (Book - I , 10198/2013)

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

Admission of Execution By	Status	Photo	Finger Print	Signature
5 Rajesh Kumar Agarwal Address -District:-North 24-Parganas, WEST BENGAL, India,	Self	 22/07/2013	 LTI 22/07/2013	<i>Rajesh Kumar Agarwal.</i>

Name of Identifier of above Person(s)

Mahendra Nath Panui
 Milanpalli, Thana:-Barasat, District:-North
 24-Parganas, WEST BENGAL, India,

Signature of Identifier with Date

Mahendra Nath Panui
 22/07/2013

Salvata Saha



(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 - 10198 of 2013
(Serial No. 10314 of 2013 and Query No. 1502L000023559 of 2013)

On 22/07/2013

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 Draft

1. Rs. 184465/- is paid , by the draft number 087768, Draft Date 17/07/2013, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 22/07/2013
2. Rs. 660/- is paid , by the draft number 087794, Draft Date 22/07/2013, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 22/07/2013

(Under Article : A(1) = 185086/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 22/07/2013)

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.-1,68,26,250/-

Certified that the required stamp duty of this document is Rs.- 1177848 /- and the Stamp duty paid as: Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 1173160/- is paid , by the draft number 087767, Draft Date 17/07/2013, Bank : State Bank of India, TEGHORIA RAGHUNATHPUR, received on 22/07/2013
2. Rs. 4200/- is paid , by the draft number 087793, Draft Date 22/07/2013, Bank : State Bank of India, TEGHORIA RAGHUNATHPUR, received on 22/07/2013

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

Presented for registration at 13.57 hrs on :22/07/2013, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Sajal Das , one of the Claimants.

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

Execution is admitted on 22/07/2013 by



(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



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

Endorsement For Deed Number : I - 10198 of 2013

(Serial No. 10314 of 2013 and Query No. 1502L000023559 of 2013)

1. Suresh Kumar Agarwal
Director, Gajanan Highrise Pvt. Ltd.(Pan No- A A D C G 2740 H), 5, Nityadhan Mookherjee Road,
Thana:-Howrah, District:-Howrah, WEST BENGAL, India, .
, By Profession : Business
2. Subrata Saha
Director, Swasti Real Infra Pvt. Ltd.(Pan No- A A M C S 0142 C), C B-10/14 Deshbandhu Nagar,
Thana:-Baguihati, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business
3. Dilip Kumar Fogla
Director, Swasti Real Infra Pvt. Ltd.(Pan No- A A M C S 0142 C), C B-10/14 Deshbandhu Nagar,
Thana:-Baguihati, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business
4. Sajal Das
Director, Swasti Real Infra Pvt. Ltd.(Pan No- A A M C S 0142 C), C B-10/14 Deshbandhu Nagar,
Thana:-Baguihati, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business
5. Rajesh Kumar Agarwal
Director, Swasti Real Infra Pvt. Ltd.(Pan No- A A M C S 0142 C), C B-10/14 Deshbandhu Nagar,
Thana:-Baguihati, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business

Identified By Mahendra Nath Panui, son of Dharendra Nath Panui, Milanpalli, Thana:-Barasat,
District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

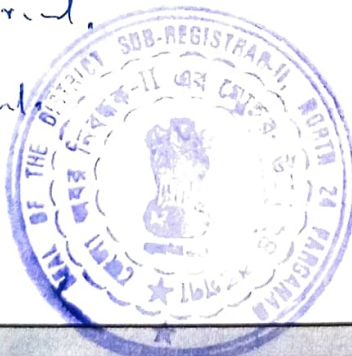
Surbata Saha

Sajal Das

Dilip Kumar Fogla

Rajesh Kumar Agarwal

Suresh Kumar Agarwal

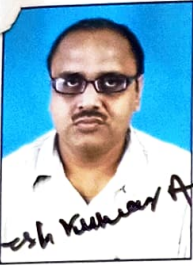


(Signature)

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

SIGNATURE OF THE
PRESENTANT/
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - L.H. BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



Suresh Kumar Agarwal

LH.

RH.



ATTESTED - *Suresh Kumar Agarwal*

LH.

RH.

ATTESTED -

LH.

RH.

ATTESTED -

LH.

RH.

ATTESTED -

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 37
Page from 953 to 982
being No 10198 for the year 2013.



(Sushil Kumar Roy) 23-July-2013
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal