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पश्चिम बंगाल WEST BENGAL

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Additional Registrar
of Assurance-IV, Kolkata

16 JUN 2016

CONVEYANCE

1. Date: 10th June 2016
2. Place: Kolkata
3. Parties

Sanjay Baisya

Sanjay Baisya

B.15
10/6/16
Visit
10.6.16
a.n.o. 738683/16
M.V. 2278, 250/
C.M. 1466/16
JUN 2016
JUN 2016
450-
19/6/16

Additional Registrar of
Assurances-IV, Kolkata

SAHA & RAY
Advocates
3rd Floor, Hastings Chambers
Kiran Shankar Roy Road
Kolkata - 700011

NAME..... 347
ADD..... 7
RS.....
- 7 MAR 2016
SUSANJAN MURHERJEE
Licensed Stamp Vendor
C. C. Co. Ltd.
23, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836,

- 7 MAR 2016

10 JUN 2016

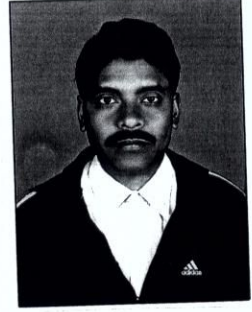


ভারতের নির্বাচন কমিশন

পরিচয় পত্র

ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/20/134/231178



নির্বাচকের নাম : সঞ্জয় বৈশ্য

Elector's Name : Sanjoy Baisya

পিতার নাম : সন্তোষ বৈশ্য

Father's Name : Santosh Baisya

লিঙ্গ/Sex : পুং M

জন্ম তারিখ : 20/10/1977

Sanjoy Baisya

WB/20/134/231178

ঠিকানা:
পাটুলিয়া বাইশ্যা পাড়া, পাটুলিয়া, খড়দহ-৭০০১১৯
পত্রিকা: ৭০০১১৯

Address:
PATULIA BAISHYA PARA, PATULIA,
KHARDAH, NORTH 24 PARGANAS- 700119



Date: 07/03/2015


109-খড়দহ নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন আধিকারিকের
স্বাক্ষরের অনুলিপি



Facsimile Signature of the Electoral
Registration Officer for
109-Khardaha Constituency

নিবন্ধন পরিবর্তন হলে নতুন ঠিকানার ফোটার নিচে নাম বোঝান এবং
নামের নতুন অতিরিক্তপত্র পাওয়ার জন্য নির্দিষ্ট ফর্ম এই
পরিবর্তনের সচরাচর উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number. 147/0406



Additional Registrar of
Assurances-IV, Kolkata


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন
IDENTITY CARD CKW3258837
 পরিচয় পত্র





Elector's Name **Sudip Dutta Chowdhury**
 নির্বাচকের নাম **সুদীপ দত্ত চৌধুরী**
 Father's Name **Dilip Dutta Chowdhury**
 পিতার নাম **দিলীপ দত্ত চৌধুরী**
 Sex **M**
 লিঙ্গ **পুং**
 Age as on 1.1.2002 **18**
 ১-১-২০০২-এ বয়স **১৮**

Sudip Dutta Chowdhury

Address:
Bangkimpally Dakshin 20 Barasat North 24 Parganas
743275

ঠিকানা :
বঙ্কিমপল্লী দক্ষিণ . অধ্যক্ষগ্রাম ১০ বারাসাত উত্তর ২৪ পরগণা ৭৪৩২৭৫



Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন অধিকারিক

Assembly Constituency: 90-Barasat
বিধানসভা নির্বাচন ক্ষেত্র : ৯০-বারাসাত

District: North 24 Parganas
জেলা: উত্তর ২৪ পরগণা

Date: 07.08.2002
তারিখ: ০৭.০৮.২০০২

Sudip Dutta Chowdhury



Additional Registrar of
Assurances-IV, Kolkata

Sanjoy-2





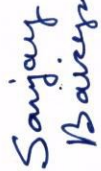


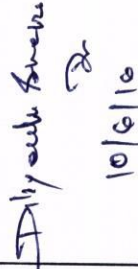
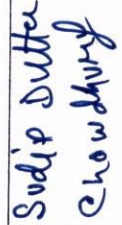
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

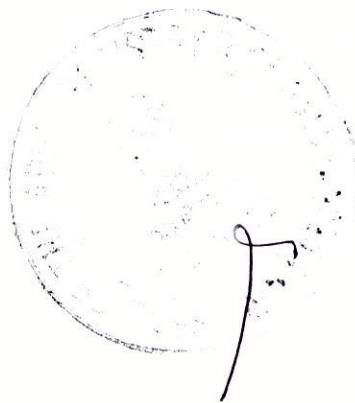
Signature / LTI Sheet of Query No/Year 19040000738683/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Sanjoy Baisya Baishya Para, Village Patulia, P.O:- Patulia, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700119	Seller		3173 	
2	Dibyendu Shekhar Das Siddha Park, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Represent ative of Buyer [Astbhuja Housing Private Limited]		3169 	 10/6/16
SI No.	Name and Address of identifier	Identifier of			Signature with date
1	Sudip Dutta Chowdhury Son of Dilip Dutta Chowdhury Madhyamgram, Bankim Pally (South), P.O:- Madhyamgram, P.S:- Madhyamgram, District:-North 24- Parganas, West Bengal, India, PIN - 700129	Sanjoy Baisya, Dibyendu Shekhar Das			 10/6/2016

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR
OF ASSURANCEOFFICE OF THE A.R.A. -
IV KOLKATA



Kolkata, West Bengal

8
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
10 JUN 2016

- 3.1 **Sanjoy Baisya**, son of Santosh Kumar Baishya *alias* Santosh Baisya, by faith Hindu, by occupation Service, nationality Indian, residing at Baishya Para, Village Patulia, Post Office Patulia, Kolkata-700119, Police Station Khardah, District North 24 Parganas [**PAN AZCPB7712P**] (**Vendor**, includes successors-in-interest)

And

- 3.2 **Astbhuja Housing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2nd Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street [**PAN AALCA3616N**], represented by its authorized signatory, **Dibyendu Shekhar Das**, son of Nani Gopal Das, by faith Hindu, nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street [**PAN BCZPD6675C**] (**Purchaser**, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 3.8134 (three point eight one three four) decimal [equivalent to 2.3111 (two point three one one one) *cottah*], more or less, out of 56 (fifty six) decimal, being a portion of demarcated Plot No. 6, comprised in R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 798 and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Sodepore (formerly Barrackpore), District North 24 Parganas (collectively **Said Property**) **together with** the right to ingress and egress through the 12' (twelve feet) wide common passage in the north, more fully described in the **Schedule** below and the said Plot No. 6 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and **together also with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

5. Background, Representations, Warranties and Covenants

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

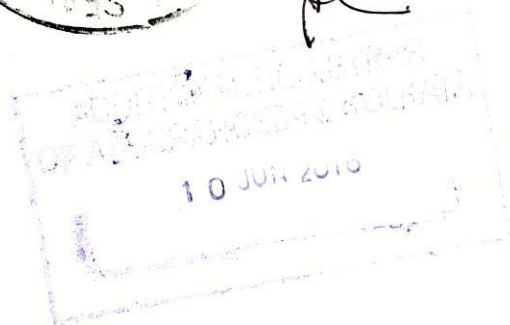
- 5.1.1 **Deed of Partition:** By a Deed of Partition in Bengali Language (*Bantannama*) dated 19th November, 1964, registered in the Office of the Sub-Registrar, Barrackpore, in Book No. I, Volume No. 77, at Pages 36 to 49, being Deed No. 5694 for the year 1964, (1) Nilendu Kumar Baishya (2) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya (3) Santosh Kumar Baishya *alias* Santosh Baisya, all sons of Late Harinath Baishya and (4) Binod Bala Baishya *alias* Binode Bala Baishya (**Binode Bala Baishya**), wife of Late Harinath Baishya, jointly partitioned land classified as *sali* (agricultural) measuring 56 (fifty six) decimal, more or less, being entirety of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in R.S. *Khatian* Nos. 76 and

Sanjoy Baisya





se



121, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayat, Sub-Registration District Barrackpore, District 24 Parganas (collectively **Mother Property**), free from all encumbrances.

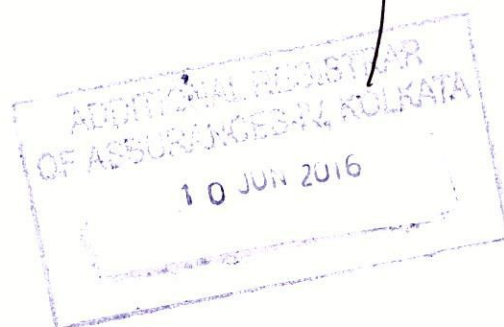
- 5.1.2 **Mutation in respect of Mother Property:** (1) Nilendu Kumar Baishya, (2) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, (3) Santosh Kumar Baishya *alias* Santosh Baisya and (4) Binode Bala Baishya got their name mutated in the Office of Block Land and Land Reforms, Barrackpore II, in respect of the Mother Property in L.R. *Khatian* Nos. 414, 508, 798 and 2346 respectively, free from all encumbrances. The distribution of share in the Mother Property are tabulated in the Chart below:

Name of the Owner	R.S Dag No.	L.R. Dag No.	L.R. <i>Khatian</i> No.	Area (in Dec)	Remarks
Nilendu Kumar Baishya	760	1588	414	13.44	Mother Property
Bimalendu Kumar Baishya <i>alias</i> Bimal Kumar Baishya	760	1588	508	13.44	
Santosh Kumar Baishya <i>alias</i> Santosh Baisya	760	1588	798	13.44	
Binode Bala Baishya	760	1588	2346	15.68	
Total				56.00	

- 5.1.3 **Demise of Binode Bala Baishya:** On 12th January, 2001, Binode Bala Baishya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind her surviving, her 3 (three) sons, namely, (1) Nilendu Kumar Baishya, (2) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya and (3) Santosh Kumar Baishya *alias* Santosh Baisya and her only daughter, Gouri Baishya *alias* Gouri Baisya, as her only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of the Late Binode Bala Baishya, in the Mother Property, free from all encumbrances.
- 5.1.4 **Demise of Nilendu Kumar Baishya:** On 20th January, 2005, Nilendu Kumar Baishya, a Hindu bachelor, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving, his 2 (two) brothers, namely, (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya and (2) Santosh Kumar Baishya *alias* Santosh Baisya, and his only sister, Gouri Baishya *alias* Gouri Baisya, as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of the Late Nilendu Kumar Baishya in the Mother Property, free from all encumbrances.
- 5.1.5 **Ownership of Santosh's Property:** In the above mentioned events and circumstances, Santosh Kumar Baishya *alias* Santosh Baisya became the sole and absolute owner of land measuring 23.1467 (twenty three point one four six seven) decimal, more or less out of the Mother Property (**Santosh's Property**), free from all encumbrances.
- 5.1.6 **Formation of Plots:** (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya (2) Santosh Kumar Baishya *alias* Santosh Baisya and (3) Gouri Baishya *alias* Gouri Baisya, for commercial exploitation of the Mother Property, jointly formed several

Sanjay Beiser





plots of land and decided to transfer such plots to any intending purchaser for valuable consideration.

- 5.1.7 **Gift to Vendor:** By a Deed of Gift in Bengali language (*Daanpatra*) dated 18th July, 2012, registered in the Office of Additional District Sub Registrar, Barrackpore, in Book No. I, CD Volume No. 19, at Pages 6390 to 6405, being Deed No. 07669 for the year 2012, Santosh Kumar Baishya *alias* Santosh Baisya, out of natural love and affection towards his son, Sanjoy Baisya (the Vendor herein), gifted entirety of Plot No. 6 being land measuring 7.6267 (seven point six two six seven) decimal [equivalent to 4 (four) *cottah* 9 (nine) *chittack* and 43 (forty three) square feet], more or less, out of Santosh's Property (**Said Plot**), free from all encumbrances. The Said Property is a part and portion of the Said Plot and is also the subject matter of this conveyance.
- 5.1.8 **Absolute Ownership of Vendor:** In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said Property out of the Said Plot, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor 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 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **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, 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 Vendor has 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 local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption 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 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, *lis pendens*, uses, *debutter*, *wakf*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and

Sanjoy Baisya 4 



ADDITIONAL REGISTRAR
OF ASSURANCES-KOLKATA
10 JUN 2016

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 Vendor's predecessors-in-title and the title of the 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 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 basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 **Surrender/Transfer of Rights:** Maa Amba Infrastructure Private Limited, having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 3.8134 (three point eight one three four) decimal [equivalent to 2.3111 (two point three one one one) *cottah*], more or less, out of 56 (fifty six) decimal, being a portion of the Said Plot, comprised in R.S. Dag No. 760, corresponding L.R. Dag No. 1588, recorded in L.R. *Khatian* Nos. 414, 798 and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Sodepore (formerly Barrackpore), District North 24 Parganas **together with** the right to ingress and egress through the 12' (twelve feet) wide common passage in the north and the Said Plot is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and **together also with** all title, benefits, easement,



Sanjoy Basu



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
10 JUN 2016

authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.22,78,250/- (Rupees twenty two lac seventy eight thousand two hundred and fifty) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

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 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*, *wakf*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* 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 Vendor's predecessors-in-title.

- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has 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.

- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

- 8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor.

- 8.2.2 **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.

- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property has been handed over to the Purchaser.





10 JUL 2016

- 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 Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns 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 exclusively 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 person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- 8.6 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining agricultural and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, 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.





[Handwritten signature]

10 JUN 2016

Schedule
(Said Property)

Land classified as *sali* (agricultural) measuring 3.8134 (three point eight one three four) decimal [equivalent to 2.3111 (two point three one one one) *cottah*], more or less, out of 56 (fifty six) decimal, being a portion of the Said Plot i.e. demarcated Plot No. 6, comprised in R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 798 and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Sodepore (formerly Barrackpore), District North 24 Parganas **together with** the right to ingress and egress through the 12' (twelve feet) wide common passage in the north and the Said Plot is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North : 12 (twelve) feet wide common passage
On the East : Plot No. 7 in R.S. *Dag* No. 760 (Part)
On the South : R.S. *Dag* Nos. 757 and 756
On the West : Plot No. 5 in R.S. *Dag* No. 760 (Part)

Together also with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

The Said Property is tabulated in the Chart below:

<i>Mouza</i>	R.S <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	760	1588	414, 798 & 2346	56	3.8134	(1) Nilendu Kumar Baishya (2) Santosh Kumar Baishya and (3) Binod Bala Baishya



Sanjay Baishya



10 JUN 2016

9. Execution and Delivery

9.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

Sanjoy Baisya

(Sanjoy Baisya)
(Vendor)

USTBHUA HOUSING PRIVATE LIMITED
Dibyendu Kishore D
Director / Authorised Signatory

(Purchaser)

Drafted By

Shuvadipta Chakraborty
(Shuvadipta Chakraborty)

Advocate
High Court, Calcutta

F/184/14

Witnesses:

Signature *Sudip Dutta Chowdhury* Signature *Atopita Baisya*

Name: Sudip Dutta Chowdhury

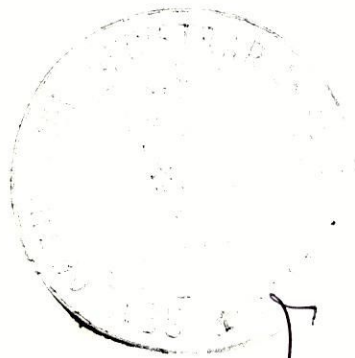
Name *Atopita Baisya*

Father's Name: Dilip Dutta Chowdhury

Father's Name *late - pabitra majumder*

Address: Bangkim Pally (Dakshin), Near
Dipali Sagha Math, Madhyamgram
Municipality, Ward No. 10, Post Office &
Police Station Madhyamgram, Kolkata-
700129 Madhyamgram

Address *patalia baisya para*
old calcutta road.
Kol- 119



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
10 JUN 2016

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.22,78,250/-** (**Rupees twenty two lac seventy eight thousand two hundred and fifty**) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (in Rs.)
Demand Draft No. 123630 (Part)	09.06.2016	Axis Bank Limited, Kolkata Branch	22,78,250/-

Sanjoy Baisya

(Sanjoy Baisya)
(Vendor)

Witnesses:

Signature Sudip Dutta Chowdhury Signature Arpita Baisya

Name: Sudip Dutta Chowdhury

Name Arpita Baisya

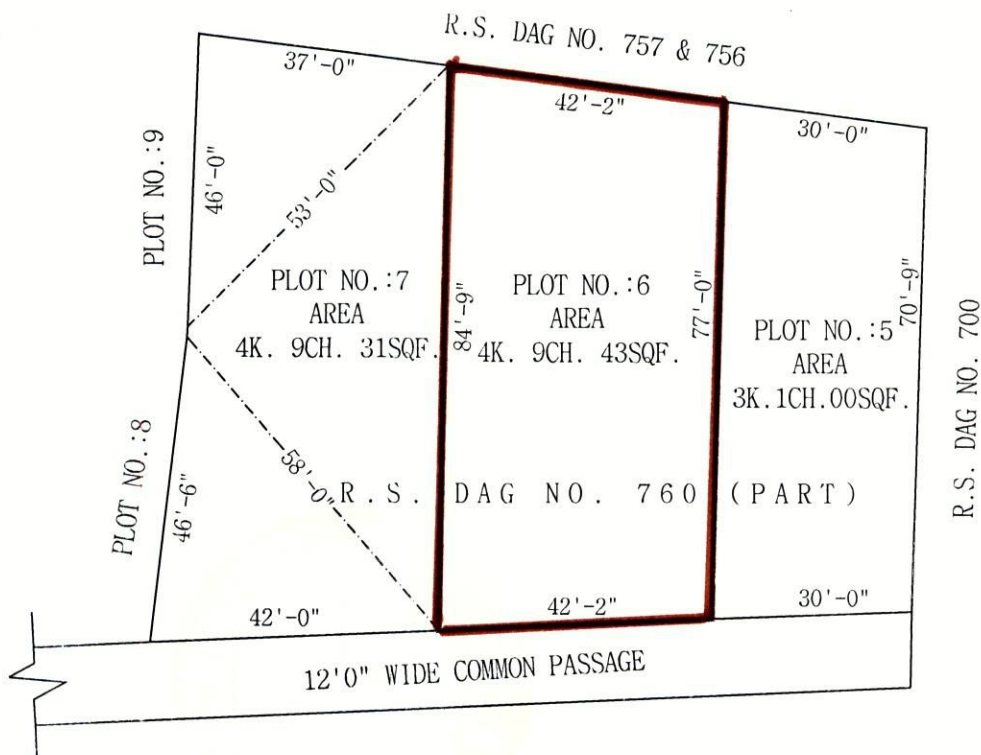
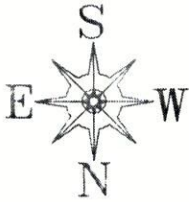


9
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
10 JUN 2016

Plan

SITE PLAN OF R.S. DAG NO.- 760 CORRESPONDING L.R. DAG NO.- 1588,
L.R. KHATIAN NO.- 798, 414 & 2346, MOUZA- PATULIA, J.L. NO.- 4, P.S. -
KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24
PARGANAS

Total Area in Dag No.760 is 56 Decimal



Saigoy Baizay

KSTBHUA HOUSING PRIVATE LIMITED

Dibyendu Kumar &
 Director / Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : 7.6267 DECIMAL EQUIVALENT TO 4.6222 COTTAH DIVIDED AND
DEMARCATED SHALI LAND OUT OF 56 DECIMAL IN R.S. DAG NO. 760
CORRESPONDING L.R. DAG NO. 1588.























SHOWN THUS :





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
10 JUN 2010

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Dhyanesh Shukla Dr</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Sanjay Baisya</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little



7
ADDITIONAL REGISTRAR
OF ASSURANCES-W, KOLKATA
10 JUN 2010

Dated this 10th day of June, 2016

Between

**Sanjoy Baisya
...Vendor**

And

**Astbhuja Housing Private Limited
...Purchaser**

CONVEYANCE

3.8134 (three point eight one three four) decimal
Portion of R.S. Dag No. 760
L.R. Dag No. 1588
Mouza Patulia
Police Station Khardah
District North 24 Parganas

Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

Seller, Buyer and Property Details

A. Seller & Buyer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Dibyendu Shekhar Das Siddha Park, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016

Seller Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Sanjoy Baisya Son of Santosh Kumar Baishya Baishya Para, Village Patulia, P.O:- Patulia, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700119 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AZCPB7712P,, Status : Individual; Date of Execution : 10/06/2016; Date of Admission : 10/06/2016; Place of Admission of Execution : Pvt. Residence

Buyer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Astbhuja Housing Private Limited 2nd Floor, 101, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 PAN No. AALCA3616N,, Status : Organization; Represented by representative as given below:-
1(1)	Dibyendu Shekhar Das Siddha Park, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BCZPD6675C,, Status : Representative; Date of Execution : 10/06/2016; Date of Admission : 10/06/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Sudip Dutta Chowdhury Son of Dilip Dutta Chowdhury Madhyamgram, Bankim Pally (South), P.O:- Madhyamgram, P.S:- Madhyamgram, District:-North 24- Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Sanjoy Baisya, Dibyendu Shekhar Das	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Khardaha, Gram Panchayat: PATULIA, Mouza: Patulia	LR Plot No:- 1588 , LR Khatian No:- 414	3.8134 Dec	22,78,250/-	22,78,250/-	Proposed Use: Bastu, ROR: Shali, Property is on Road

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Jautush Chaudhuri
Address	7C, K.S. Roy Road,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001

Details of the applicant who has submitted the requisition form	
Applicant's Name	Jautush Chaudhuri
Address	7C, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.R.A. - IV KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190405579 / 2016

Query No/Year	19040000738683/2016	Serial no/Year	1904005120 / 2016
Deed No/Year	I - 190405579 / 2016		
Transaction	[0101] Sale, Sale Document		
Name of Presentant	Dibyendu Shekhar Das	Presented At	Private Residence
Date of Execution	10-06-2016	Date of Presentation	10-06-2016

Remarks

On 10/06/2016

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

Presented for registration at 20:15 hrs on : 10/06/2016, at the Private residence by Dibyendu Shekhar Das ,.

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 22,78,250/-

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

Execution is admitted on 10/06/2016 by

Sanjoy Baisya, Son of Santosh Kumar Baishya, Baishya Para, Village Patulia, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, By caste Hindu, By Profession Service
Indetified by Sudip Dutta Chowdhury, Son of Dilip Dutta Chowdhury, Madhyamgram, Bankim Pally (South), P.O: Madhyamgram, Thana: Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700129, By caste Hindu, By Profession Business

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

Execution is admitted on 10/06/2016 by

Dibyendu Shekhar Das Authorized Signatory, Astbhuja Housing Private Limited, 2nd Floor, 101, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 Dibyendu Shekhar Das, Son of Nani Gopal Das, Siddha Park, 99A, Park Street, P.O: Park Street, Thana: Park Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, By caste Hindu, By profession Service
Indetified by Sudip Dutta Chowdhury, Son of Dilip Dutta Chowdhury, Madhyamgram, Bankim Pally (South), P.O: Madhyamgram, Thana: Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700129, By caste Hindu, By Profession Business



(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 16/06/2016

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 of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,156/- (A(1) = Rs 25,058/- ,E = Rs 14/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 25,156/-

Description of Draft

1. Rs 25,156/- is paid, by the Draft(8554-16) No: 016102000442, Date: 13/06/2016, Bank: STATE BANK OF INDIA (SBI), DALHOUSIE SQUARE.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,13,932/- and Stamp Duty paid by Draft Rs 1,13,932/-, by Stamp Rs 10/-

Description of Stamp

1. Rs 10/- is paid on Impressed type of Stamp, Serial no 172095, Purchased on 07/03/2016, Vendor named S MUKHERJEE.

Description of Draft

1. Rs 1,13,932/- is paid, by the Draft(8554-16) No: 016099000442, Date: 13/06/2016, Bank: STATE BANK OF INDIA (SBI), DALHOUSIE SQUARE.



(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1904-2016, Page from 209731 to 209757
being No 190405579 for the year 2016.**



Digitally signed by ASIT KUMAR
JOARDER
Date: 2016.06.21 11:37:11 +05:30
Reason: Digital Signing of Deed.

**(Asit Kumar Joarder) 21-06-2016 11:37:10
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.**

(This document is digitally signed.)