

00943

KDH/225

1583/2014

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

70AA 214122

16/1/14
at 8-20pm

M.V.: Rs. 9,00,000/-
Q.No. 826/14.

v/c case 24/14

Certified that the documents admitted & registration. The signature sheet and the endorsement sheet is attached with the this document are the part of this document

28/02/14
Addl District Sub Registrar
Barrackpore, 24 Pgs IN
28 FEB 2014

CONVEYANCE

1. Date: 16th January, 2014.
2. Place: Kolkata
3. Parties

Banarshi Kunder Banerjee.

Banarshi Kunder
Banerjee.

[Signature]

134547

Anindan Bhattacharya

SAHA & RAY
 Advocates
 Hastings Chambers
 7C, Kuran Sankar, Bay Road
 Kolkata - 700011

3A/1, 3rd Floor, K. S. Chatterjee
 C. C. Court
 Barrackpore, North 24 Parganas

11 NOV 2013
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 Barrackpore, North 24 Parganas

11 NOV 2013

11 NOV 2013



HOPEFUL HEIGHTS PRIVATE LIMITED
 Devpyjan Hirise Private Limited

8429

Anindan Bhattacharya

Authorised Signatory



8431

Pranab Kumar Dasgupta

16.1.2014

✓
 Addl. Dist. Sub-Registrar
 Barrackpore, North 24 Parganas

16 JAN 2014

Ashove Krishna Dasgupta
 3/5 Lake Ananta Kr. Dasgupta
 P.O. Vill - Palitana, P.S. Khordah,
 24 P.S.(N) Pin - 700119
 Service



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

Endorsement For Deed Number : I - 01583 of 2014
(Serial No. 00943 of 2014 and Query No. 1505L00000826 of 2014)

On 16/01/2014

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

Presented for registration at 20.20 hrs on :16/01/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 16/01/2014 by

1. Banashri Kundu Baishya, wife of Satyabrata Sanjay Kundu , A/4/10 K M D A Kalyani, Thana:-Kalyani, District:-Nadia, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Anirban Bhattacharya
Authorised Signatory, Devpujan Hirise Pvt. Ltd., 101a Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Hopeful Heights Pvt. Ltd., 376a S N Road, Thana:-Behala, District:-Kolkata, WEST BENGAL, India, Pin :-700038.
, By Profession : Business

Identified By Ashok Krishna Baishya, son of Late Ananta Kumar Baishya, Patulia, Thana:-Khardaha, P.O. :-Patulia, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/01/2014

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 29/01/2014

Amount by Draft

Rs. 9889/- is paid , by the draft number 293573, Draft Date 21/01/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 29/01/2014

(Under Article : A(1) = 9889/- ,E = 14/- on 29/01/2014)

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.-9,00,000/-

Certified that the required stamp duty on this document is Rs.- 45020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty



(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR



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

Endorsement For Deed Number : I - 01583 of 2014
(Serial No. 00943 of 2014 and Query No. 1505L000000826 of 2014)

Deficit stamp duty Rs. 45000/- is paid , by the draft number 293572, Draft Date 21/01/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 29/01/2014

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 28/02/2014

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, 5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Deficit stamp duty

Deficit stamp duty Rs. 10/- is paid , by the draft number 294561, Draft Date 24/02/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 28/02/2014

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 28/02/2014

(Under Article : ,E = 7/- on 28/02/2014)

(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR

- 3.1 **Banashri Kundu Baishya**, wife of Satyabrata Sanjay Kundu, residing at A/4/10, K.M.D.A. Kalyani, Post Office Kalyani, Police Station Kalyani, District Nadia
(Vendor, includes successors-in-interest)

And

- 3.2 **Devpujan Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 101A, Park Street, Police Station Park Street, Kolkata- 700016 [PAN AAECD4132F], represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Police Station Park Street, Kolkata-700016
- 3.3 **Hopeful Heights Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038 [PAN AADCHI420M], represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Police Station Park Street, Kolkata-700016

(collectively **Purchasers**, includes successors-in-interest).

Vendor and Purchasers 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 *sahi* (agricultural) measuring 4.9672 (four point nine six seven two) decimal [equivalent to 3.0104 (three point zero one zero four) *cottah*], more or less, out of 56 (fifty six) decimal, being portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* No. 3572, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat* (PGP), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the Said Property marked as **Plot No. 2** being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together 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 Purchasers regarding title:
- 5.1.1 **Ownership of Said Property:** Banashri Kundu Baishya is the recorded and absolute owner of the Said Property recorded under L.R. *Khatian* No. 3572, free from all encumbrances.

[Handwritten signature]

Banashri Kundu Baishya




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- 5.1.2 **Absolute Ownership of Said Property:** In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said Property, 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 Purchasers.
- 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 whatsoever 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*, 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 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.

Abhan

*Ranadikunder
Beriya*




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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 Purchasers free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khaz*, vacant, peaceful and physical possession and the Purchasers 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 Purchasers to cause the sale of the Said Property to the Purchasers 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 Purchasers 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 Purchasers for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchasers, for mutually agreed consideration.

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers 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 *sahi* (agricultural) measuring 4.9672 (four point nine six seven two) decimal [equivalent to 3.0104 (three point zero one zero four) *cottah*], more or less, out of 56 (fifty six) decimal, being portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Mhatian* No. 3572, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property marked as **Plot No. 2** being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon **together 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.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.9,00,000/- (Rupees nine lac) paid by the Purchasers 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.




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- 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*, 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:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 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 by the Vendor to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing 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 Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' 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 Purchasers, 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*







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(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 **Indemnity:** 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 Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchasers as the constituted attorneys of the Vendors and empowers and authorizes the Purchasers 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 Purchasers shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendors 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 Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers 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 Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their 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.

Schedule
(Said Property)

Land classified as *sali* (agricultural) measuring 4.9672 (four point nine six seven two) decimal [equivalent to 3.0104 (three point zero one zero four) *cottah*], more or less, out of 56 (fifty six) decimal, being portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* No. 3572, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property marked as **Plot No. 2** being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North : By R.S. *Dag* No. 761

On the East : By Plot No. 1 comprised in R.S. *Dag* No. 760

Branadikunda Bera




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Ashish Kumar
Saha & Ray

On the South : By 12" (twelve feet) wide common passage

On the West : By Plot No. 3 comprised in R.S. Dag No. 760

Together 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.

The Said Property is tabulated in the Chart below:

Mouza	R.S Dag No.	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	760	1588	3572	56	4.9672	Banashri Kundu Baishya

Ashish

*Banashri Kundu
Baishya*




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9. Execution and Delivery

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

Banashri Kundu Baishya
[Banashri Kundu Baishya]
[Vendor]

Amitan Bhattacharya
[Devpujan Hirise Private Limited]
[Hopeful Heights Private Limited]
[Authorized Signatory]
[Purchasers]

Drafted By

S. Roy
(Saptarshi Roy)

Witnesses:

Signature Ashoke Krishna Baidya

Name Ashoke Krishna Baidya

Father's Name late Ananta Kr. Baidya

Address P.O. Vill - Palatia

P.S. Khordha, 24 PS (N)

Signature [Signature]

Name Sudip Dutta Chowdhury

Father's Name Sudip Dutta Chowdhury

Address Madhyan Garam

Bankim palli (S) Kol-129



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Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of **Rs. 9,00,000/- (Rupees nine lac)** 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 (Rs.)
By RTGS-UTIBH-14016035130	16-01-2014	AXIS Bank	9,00,000/-
Total			9,00,000/-

Banashri Kundu Baishya
Banashri Kundu Baishya
 [Banashri Kundu Baishya]
 [Vendor]

Witnesses:

Signature Ashoke Krishna Banja
 Name Ashoke Krishna Banja

Signature *[Signature]*
 Name Sudip Dutta Chowdhury




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SITE PLAN OF R.S. DAG NO.- 760 CORRESPONDING L.R. DAG NO.- 1588,
L.R. KHATIAN NO.- 3572, MOUZA - PATULIA, J.L. NO.- 4, P.S. -KHARDAH,
UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS.

Total Area in Dag No.760 is 56 Decimal



HOPEFUL HEIGHTS PRIVATE LIMITED
Devyujan Hirise Private Limited
Anishan Bhattacharya
Authorized Signatory

Gomathi Kundu Bera

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : 4.9672 DECIMAL DEMARCATED SHALI LAND OUT OF 56 DECIMAL
IN R.S. DAG NO. 760 CORRESPONDING L.R. DAG NO. 1588.

































SHOWN THUS : 




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SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Anubh Bhattacharya</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Kanadri Kundu Brainger</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




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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 4792 to 4806
being No 01583 for the year 2014.



(Prabir Kumar Goldar) 24-March-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal

