

পশ্চিশ্বতগ पश्चिम बंगाल WEST BENGAL

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25 JUN 2014

#### THIS DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the 20th day of June -

Two Thousand and Fourteen BETWEEN (1) GATEWAY IT INFRASTRUCUTRE PVT. LTD., a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 23A, Hindustan Park, Kolkata - 700029 and represented by its Director, MR. RAKESH KUMAR BHAWSINGHKA (PAN NQ-AACC & 9005 & ) son of Sri. Ramesh Kumar Bhawsinghka, hereinafter referred to as the "VENDOR" (which expression shall unless excluded

by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the ONE PART AND 2) CHARLES COMMERCIAL PVT. LTD., a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 23A, N. S. Road, 8th Floor, Room No.4, Kolkata-700001 and represented by its Director, MRS. PUSHPA BHUTORIA (PAN NO-AABCC2791A), wife of Mr. Arrun Bhutoria, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the OTHER PART:

WHEREAS by a registered Deed of Conveyance dated 11th March'2008, registered in the office of Additional Registrar of Assurance – I, Kolkata, in Book No. I, CD Volume No. 4, Pages 8295 to 8329, Being No. 01581 for the year 2010 made between Anita Mondal & Ors. therein referred to as the Vendor of the One Part and Gateway IT Infrastructure Pvt. Ltd., therein referred to as the Purchaser of the Other Part, the said Anita Mondal & Ors. sold transferred conveyed assigned and assured unto and in favour of the said Gateway IT Infrastructure Pvt. Ltd., All That piece and parcel of Sali (agricultural) land admeasuring 55 Decimals be the same a little more or less out of which 15 Decimals comprised in R.S. Dag No. 76, corresponding to L.R. Dag No. 76, 13 Decimals comprised in R.S. Dag No. 77, corresponding to L.R. Dag No. 77 and 27 Decimals comprised in R.S. Dag No. 78 corresponding to L.R. Dag No. 78 all under L.R. Khatian No. 138, 241, 409, 482, 544, 575, 684, 784, 834, 883, 893, 949 and 1016, Touji No. 3, 4, 5, J.L. No. 22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram

Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas (South), free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever and the name of the said Gateway IT Infrastructure Pvt. Ltd. has been recorded in the L.R. record of Block Land and Land Reforms Office as absolute owner in L.R.Khatian No.1243 vide Mutation Certificate Memo No. - S1/1308/Bish-1/dated 10.12.2010 issued by B.L. & L.R.O office Bishnupur - I, South 24 Parganas thereof;

AND WHEREAS by virtue of the aforesaid the said Gateway IT Infrastructure Pvt. Ltd. being the Vendor herein are absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of Sali (agricultural) land admeasuring 55 Decimals be the same a little more or less out of which 15 Decimals comprised in R.S. Dag No. 76, corresponding to L.R. Dag No. 76, 13 Decimals comprised in R.S.Dag No.77, corresponding to L.R.Dag No.77 and 27 Decimals comprised in R.S.Dag No.78 corresponding to L.R.Dag No.78 all under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas (South) morefully described in the Schedule stated hereunder hereinafter referred to as the "said land" free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever;

AND WHEREAS the Purchaser has approached the Vendor herein for purchase of All That piece and parcel of Sali (agricultural) land admeasuring 55 Decimals be the same a little more or less out of which 15 Decimals comprised in R.S. Dag No. 76, corresponding to L.R. Dag No.

76, 13 Decimals comprised in R.S.Dag No.77, corresponding to L.R.Dag No.77 and 27 Decimals comprised in R.S.Dag No.78 corresponding to L.R.Dag No.78 all under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever;

AND WHEREAS the Vendor has declared and represented to the Purchaser that the Vendor has not agreed to sell and transfer the said land to any one except to the Purchaser as stated herein;

AND WHEREAS the Vendor has declared and represented that the Vendor has not granted Power of Attorney to any one to negotiate and/or transfer the said land nor there is any court proceeding pending in any court of law relating to the said land and the said land is free from all encumbrances whatsoever;

AND WHEREAS the Vendor has declared and represented to the Purchaser that no part of the aforesaid land is vested with the Government or semi-government and the Vendor has not received any notice of such vesting;

AND WHEREAS the Vendor has also declared and represented that there is no bargadar in respect of any part of the said land save and except the Vendor as stated hereinabove none else has any right title and interest therein;

AND WHEREAS by virtue of aforesaid the purchaser is satisfied with the right, title, interest and possession of the vendor and the Vendor has agreed to transfer by way of sale of All That piece and parcel of Sali (agricultural) land admeasuring 55 Decimals be the same a little more or less out of which 15 Decimals comprised in R.S. Dag No. 76, corresponding to L.R. Dag No. 76, 13 Decimals comprised in R.S. Dag No.77, corresponding to L.R. Dag No.77 and 27 Decimals comprised in R.S. Dag No.78 corresponding to L.R. Dag No.78 all under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) morefully described in the Schedule stated hereunder hereinafter referred to as the "said land" at a total consideration of Rs.16,66,500/- (Rupees Sixteen Lakhs Sixty Six Thousand Five Hundred) only free from all encumbrances mortgage, charges, liens, lispendens, trust, requisition and acquisition, barga, claims and demands whatsoever and howsoever as stated hereunder;

<u>AND WHEREAS</u> by virtue of the aforesaid the Purchaser has requested the Vendor to execute and register the Deed of Conveyance in respect of the said land which the Vendor has agreed to do on the terms and conditions stated hereunder;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.16,66,500/- (Rupees Sixteen Lakhs Sixty Six Thousand Five Hundred) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from

the same and every part thereof acquit release and discharge the said land and every part thereof as also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto and in favour of the Purchaser All That piece and parcel of Sali (agricultural) land admeasuring 55 Decimals be the same a little more or less out of which 15 Decimals comprised in R.S. Dag No. 76, corresponding to L.R. Dag No. 76, 13 Decimals comprised in R.S. Dag No.77, corresponding to L.R.Dag No.77 and 27 Decimals comprised in R.S.Dag No.78 corresponding to L.R.Dag No.78 all under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas (South) the details whereof are morefully described in "Part A", "Part B" and "Part C" of the Schedule stated hereunder and delineated in the Map and Plan hereto annexed and bordered thereon in "RED" colour hereinafter called the said land TOGETHER WITH all homestead, trees, hedges, ditches ways, fences, lights, water courses, sewers, rights thereon and all liberties privileges, easements, advantages and appurtenances whatsoever thereunto belonging or held used or enjoyed or reputed as part or member thereof or appurtenant thereto AND ALL estate right title interest use possession benefit claim and demand whatsoever of the Vendor into upon or in respect of the said land messuages tenements, hereditaments and every part thereof and All deeds pattahs writings muniments evidences of title relating thereto or any part thereof which now are or may hereafter in the possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever.

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

- a) THAT NOTWITHSTANDING any act deed or thing done hereto before executed or knowingly suffered to the contrary the Vendor is now lawfully seised and possessed of the said land free from any encumbrances attachments or defect in title whatsoever and the Vendor has good right full power and absolute authority to sell grant convey transfer assign and assure the said land unto and to use of the Purchaser in the manner aforesaid.
- b) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land in khas possession and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person, or persons having or lawfully claiming from under or in trust for the Vendor or its predecessors-in-title.
- absolutely exonerated and forever released and discharged otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charge and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or its predecessors-in-title or any person or persons having or lawfully claiming as aforesaid.
  - d) THAT the Vendor and all persons having or lawfully claiming any estate or interest in the said land or any part thereof from under or in trust for the Vendor or from or under any of

Purchaser produce to the Purchaser or as the Purchaser shall direct the deeds and writings for evidencing the title in respect of the said land and also furnish to the Purchaser copies of or extracts from the said Deeds and writings and shall and will in the meanwhile keep the same safe unobliterated, damage by fire or other accident excepted.

- i) THAT the Vendor shall and will sign all papers, affidavit declaration, or prescribed forms for the purpose of mutation of the name of the Purchaser in respect of the said land in appropriate records of the Government.
- j) THAT the Vendor hereby declare that the Vendor has been in absolute possession of the said land and none else has any right title and interest therein.
- k) THAT the Vendor hereby confirm to has delivered peaceful and vacant possession of the said land to the Purchaser before the execution of these presents and accordingly the Purchaser is in possession of the said land.
- I) THAT the Vendor doth hereby irrevocably nominate constitute and appoint and ordain in their place and stead and depute the Purchaser as its true and lawful Attorney for and on behalf and in the name of the Vendor but at the expense of the Purchaser to appear before the appropriate authorities for the purpose of mutation of its name in respect of the said land and for that purpose to sign and execute all documents applications papers in respect thereof and the Vendor doth hereby ratify and confirm the same.

#### THE SCHEDULE ABOVE REFERRED TO:

#### (Part-A)

All That piece and parcel of Sali (agricultural) land admeasuring 15 Decimals be the same a little more or less comprised in R.S. Dag No. 76, corresponding to L.R. Dag No. 76, under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No.158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

### **BUTTED & BOUNDED AS FOLLOWS:-**

North: R.S.Dag No.77

South: R.S.Dag No.75

East: R.S.Dag No.80

West: R.S.Dag No.74

#### THE SCHEDULE ABOVE REFERRED TO:

#### (Part-B)

All That piece and parcel of Sali (agricultural) land admeasuring 13 Decimals be the same a little more or less comprised in R.S. Dag No. 77, corresponding to L.R. Dag No. 77, under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No.158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

#### **BUTTED & BOUNDED AS FOLLOWS:-**

North: R.S.Dag No.78

South: R.S.Dag No.76

East: R.S.Dag No.80

West: R.S.Dag No.74

#### THE SCHEDULE ABOVE REFERRED TO:

(Part-C)

All That piece and parcel of Sali (agricultural) land admeasuring 27 Decimals be the same a little more or less comprised in R.S. Dag No. 78, corresponding to L.R. Dag No. 78, under L.R. Khatian No. 1243, Touji No.3,4,5, J.L. No.22, R.S. No.158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

#### **BUTTED & BOUNDED AS FOLLOWS:-**

North: R.S.Dag No.79

South: R.S.Dag No.77

East : R.S.Dag No.80

West: R.S.Dag No.74

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

Cateway IT Infrastructure Pvt. Ltd.

Director

Director

Usteway I' Infrastructure Pvt. Ltd.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

in the presence of:-

WITNESSES:-

1. Frohalad Noryale Plot A3, Block-W, Sec-X, Salt Rolle, Kolkett - 700091

Infinity, plot A3, Block-Gf, J Sector-I, Sult lake, KOL-91 RECEIVED by the Vendor of and from within named Purchaser the within mentioned sum of Rs.16,66,500/- (Rupees Sixteen Lakhs Sixty Six Thousand Five Hundred) only being the full consideration money as per memo below:-

#### MEMO OF CONSIDERATION

D.D. No./CASH	DATE	BANK & BRANCH	AMOUNT
572653	17.06.2014	THE FEDERAL	Rs. 16,66,500/-
		BANK LIMITED	
		KOLKATA/ C.R. AVE.	

(Rupees: - Sixteen Lacs Sixty Six Thousand Five Hundred only)

#### WITNESSES:-

1. frahalad Nayale Rut A3, Mock-GM, Sec + I, Salt Rake, Kolkata - Frough 2. Chandra Shekhar Ray Impinity, plot-A3 Blow-GP Selt-V, Sall-Lake KOL-91

Prepared by me,

Advocate. Alipour police Court 18 597/69

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Computer typed by:-

Dobojit Adap Alipour police Court

Kol- 27

Infrastructure Pvt. Ltd.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

in the presence of:-



# Government Of West Bengal Office Of the A.D.S.R. BISHNUPUR

District:-South 24-Parganas

Endorsement For Deed Number : I - 03312 of 2014 (Serial No. 03116 of 2014 and Query No. 1613L000007653 of 2014)

#### On 20/06/2014

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

Presented for registration at 20.10 hrs on :20/06/2014, at the Private residence by Mr. Rakesh Kumar Bhawsinghka ,Executant.

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

Execution is admitted on 20/06/2014 by

Mr. Rakesh Kumar Bhawsinghka
 Director, Gateway It Infrastrucutre Pvt. Ltd., 23 A, Hindustan Park, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin:-700029.
 , By Profession: Others

Identified By Prahalad Nayali, son of Ram Nayali, Plot.- A 3, Block G P, Sec.- V, Salt Lake, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700091, By Caste: Hindu, By Profession: Others.

( Abu Hena Mobassir ) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

#### On 23/06/2014

## 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.-16,66,500/-

Certified that the required stamp duty of this document is Rs.- 83335 /- and the Stamp duty paid as: Impresive Rs.- 500/-

( Abu Hena Mobassir )
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

#### On 25/06/2014

## 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/-

#### Payment of Fees:

Amount by Draft

Rs. 18333/- is paid , by the draft number 128195, Draft Date 24/06/2014, Bank Name State Bank of India, BAKHRAHAT, received on 25/06/2014

( Abu Hena Mobassir )

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

25/06/2014 14:18:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number: I - 03312 of 2014 (Serial No. 03116 of 2014 and Query No. 1613L000007653 of 2014)

( Under Article : A(1) = 18326/-, E = 7/- on 25/06/2014 )

### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 40000/- is paid , by the draft number 128198, Draft Date 24/06/2014, Bank : State Bank of India, BAKHRAHAT, received on 25/06/2014
- 2. Rs. 43000/- is paid, by the draft number 128197, Draft Date 24/06/2014, Bank: State Bank of India, BAKHRAHAT, received on 25/06/2014

( Abu Hena Mobassir ) ADDITIONAL DISTRICT SUB-REGISTRAR OF **BISHNUPUR** 

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 2 of 2

# SALE DEED PLAN



SHOWING AT MOUZA- UTTARKAZIRHAT, J.L. NO- 22, P.S- BISHNUPUR, DIST- 24 PARGANAS (S), L.R. KH. NO- 1243, UNDER R.S & L.R. DAG NO- 76, 77, 78, TOTAL AREA OF LAND 55 DEC., SHOWN IN RED BORDER,

### SIGNATURE OF THE VENDOR

Gateway I' Infrastructure Pvt. Ltd.

Director

DAG NO-79

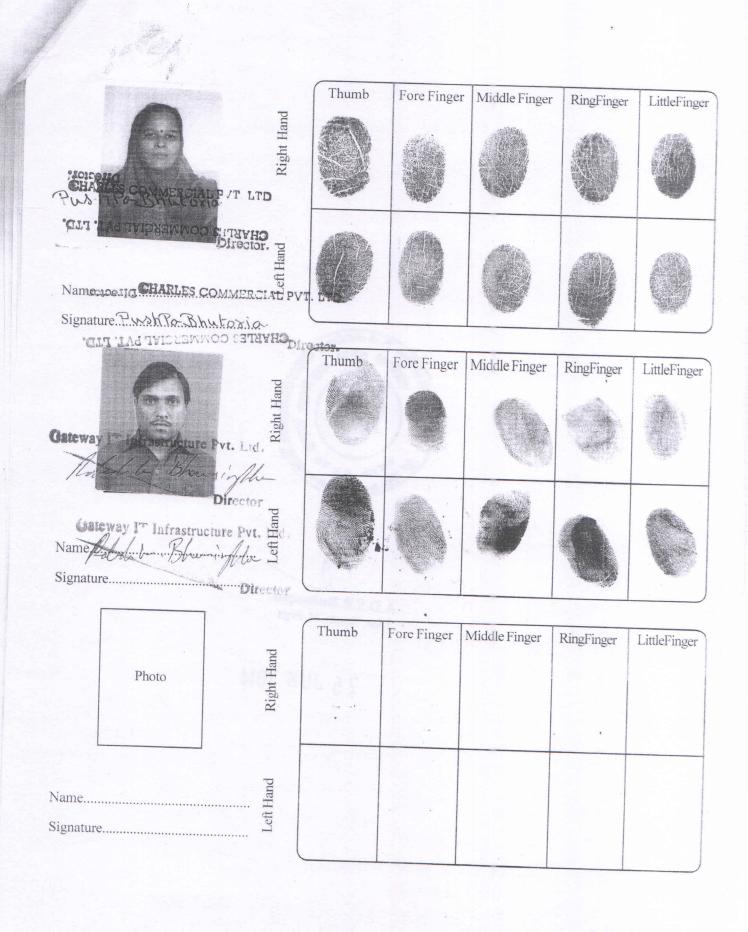
	198'-0"	
55'-0"	DAG NO- 78 AREA 27 DEC.	580,,
	198'-0"	
1100"	DAG NO- 77 AREA 13 DEC. 198'-0"	250
30,-0,,	DAG NO- 76 AREA 15 DEC. 198'-0"	32'-0''

DAG NO- 80

Dolak 18/6/2014

DEBAJIT ADAK

Vill.- Muchisha, Reg. No.- 1155407007 -:DRAWN BY:-



te of Registration under section 60 and Rule 69.

jistered in Book - I O Volume number 12 Page from 2586 to 2604 being No 03312 for the year 2014.



/still the same of the same of

(Abu Hena Mobassir) 25-June-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal