

THIS INDENTURE OF CONVEYANCE is made this the day of March 2018

(Two Thousand Eighteen) **BETWEEN ASHIS NASKAR (PAN:ALXPN0341H)**

Received from Jnanpriya Real Estate office & Handled over to
Arindam Mitra on 16/03/18.

Subrata Mondal
16/03/18

Son of Bharat Naskar, by Faith Christian, by occupation Business, Indian National, residing of Village Krishnarampur, P. O. Amgachia, Police Station Bishnupur, District 24 Parganas (South), herein after called and referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**:- The vendor is being represented by his lawful constituted attorney **JANAPRIYO REAL ESTATE PVT. LTD.**, a Company Incorporated under the Companies Act, 1956, having it's registered office at Janapriyo Bhavan, 151/A, Jodhpur Garden, 1st and 2nd Floor, Police Station Lake, Post office Lake Gardens, Kolkata 700045, represented by it's Managing Director **BHARAT NASKAR** Son of late Anubas Naskar, by faith Christian, by occupation Business, Indian National, permanent resident of Village Krishnarampur, P. O. Amgachia, Police Station Bishnupur, District 24 Parganas (South), by and under a registered general power of attorney dated 11.12.2012 registered at the office of the ARA-III at Kolkata and recorded in Book No.IV, CD Volume No.11, Pages from 4616 to 4627, Being No.07317 for the year 2012 and the same still in full force.

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ARINDAM MITRA (PAN: ATTPM3561G) son of Madan Mohan Mitra, by Faith Hindu, by Nationality Indian, by occupation service, residing at Flat No.5, 1M. B. Road, Geetanjali Apartment, Post and Police Station Belghoria, Kolkata 700056, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns) of the **SECOND PART**:-

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M/S JANAPRIYO REAL ESTATE PVT. LTD, (PAN No.AABCJ9836B) a Company Incorporated under the Companies Act, 1956, having its registered office at Janapriyo Bhavan, 151/A, Jodhpur Garden, 1st and 2nd floor, Police Station Lake, Post office Lake Gardens, Kolkata 700045, represented by its Managing Director **BHARAT NASKAR** Son of late Anubas Naskar, by faith Christian, by occupation Business, Indian National, permanent resident of Village Krishnarampur, P. O. Amgachia, Police Station Bishnupur, District 24 Parganas (South), herein after called and referred to as the **CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office) of the **THIRD PART** :-

WHEREAS one Niva Rani Debi wife of Late Shambhu Charan Mukherjee, Madan Mohan Mukherjee, Gopal Deb Mukherjee, Karunamoyee Banerjee, Sitalamoyee Banerjee, Alopi Shankar Mukherjee, Ananda Moyee Chatterjee and Asha Lata Banerjee, being the legal heirs Shambhu Charan Mukherjee and Others filed a suit for partition against others, before the 9th Sub-Ordinate Judge at Alipore, being Title Suit No. 73/1962 and the said suit was decreed on 14th December, 1967. An appeal was preferred against the said decree by the Other Party namely Prativa Debi & Others before the Hon'ble High Court at Calcutta, being matter of F.A. No. 165/1969 and in the said appeal, a solenama/compromise petition was filed before the Hon'ble High Court at Calcutta between the parties to the suit and by virtue of this compromise petition/solenama, a Decree was passed by the Hon'ble Justice Anil Kumar Sen and B. C. Roy in respect of Suit No. F.A. No. 165/1969 wherein the said compromise petition/solenama was Part of the said Decree.

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AND WHEREAS by virtue of said Decree and or Solenama, the legal heirs of Shambhu Charan Mukherjee namely, Niva Rani Devi and seven other named above, being the plaintiffs/Respondents to the said suit, was allotted ALL THAT The properties comprised in Dag No.1362 for an area 1 Acre 29 decimal, Dag No.1366 for an area 78 Decimal, Dag No.1526 for an area 1 Acre 16 Decimals all under C.S. Khatian No. 425 and Dag No. 1362/1770 for an area 25 Decimals under C.S. Khatian No. 475, all at Mouza Bidhyadharpur, J. L. No.17, P.S. Jagaddal, in the District 24 Parganas now District 24 Parganas (North), along with other properties both movable and immovable morefully mentioned in Schedule 'A' to the said compromise Petition and/or Solenama.

AND WHEREAS by virtue of aforesaid decree and/or Solenama, the said Niva Rani Devi and seven others named above became the joint owners of the property (each having undivided 1/8th share or interest thereon) measuring an area 1 Acre 29 decimal more or less comprised in C.S. and R.S. Dag No. 1362 and area 78 Decimal more or less comprised in C.S. and R.S. Dag No.1366 and an area 1 Acre 16 Decimal more or less comprised in C. S. and R. S. Dag No.1526 all under C.S. Khatian No. 425 corresponding to R.S. Khatian No. 1152 and an area 25 Decimal more or less comprised in C.S. & R.S. Dag No.1362/1770 and C.S. Khatian No. 475 corresponding to R.S. Khatian No.1153 totaling an area 3 Acre 48 Decimals more or less at Mouza Bidyadharpur, J.L. No. 17, P.S. Jagaddal, District of 24 Parganas Now 24 Parganas (North) (All the properties was recorded in the R. S. record in the name of Shambhu Charan Mukherjee, being the predecessors of Niva Rani Debi and seven others named above).

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AND WHEREAS while being seized and possessed of her 1/8th share out of the aforesaid property said Niva Rani Debi died intestate leaving behind surviving her three sons and four daughters namely Madan Mohan Mukherjee, Alop Shankar Mukherjee, Gopal Deb Mukherjee, Karunamoyee Debi, Shitolamoyee Debi, Ananda Moyee Chatterjee and Ashalata Banerjee to inherit the property left by the said Niva Rani Debi, since deceased in according to Hindu Law of Succession.

AND WHEREAS in the premises the Modan Mohan Mukherjee & six others became the joint owners of the aforesaid properties each having undivided 1/7th share or interest thereof.

AND WHEREAS while being seized and possessed of the same, the said **ALOPI SHANKAR MUKHERJEE** died intestate leaving behind surviving his wife and two sons namely Abha Mukherjee, Sushanta Mukherjee and Sumanta Mukherjee to inherit the undivided 1/7th share out of the aforesaid entire property left by the Alopi Shakra Mukherjee, since deceased and none else.

AND WHEREAS by virtue of the aforesaid inheritance in accordance with the Hindu Law of Succession the said Abha Mukherjee, Sushanta Mukherjee and Sumanta Mukherjee, became the joint owners of ALL THAT piece and parcel of Shali land measuring an area 18.43 Decimals more or less comprised in C. S. and R.S. Dag No. 1362, an area 11.15 Decimals more or less comprised in C. S. and R. S. Dag No. 1366 and area 16.58 Decimals more or less comprised in C. S. and R.S. Dag No. 1526 all under C.S. Khatian No. 425 corresponding to R.S. Khatian No. 1152, and an area 3.58 Decimals more or less comprised in C. S. and R.S. Dag No. 1362/1770 under C. S. Khatian No.475 corresponding to R.S. Khatian No.1153, totaling an area 49.740 Decimals more or less, being the undivided 1/7th share out of entire area 3 Acre 48



Decimals at Mouza Bidhyadharpur, J. L. No. 17, District 24 Parganas (North) and they were in peaceful khas possession thereof.

AND WHEREAS while being seized and possessed said Abha Mukherjee, Sushanta Mukherjee and Sumanta Mukherjee, by and under a deed of conveyance dated 03.12.2012 registered at the office of the A.D.S.R. Naihati, 24 Parganas (North) and recorded in Book I, Volume No.27, Pages from 3001 to 3017, Being No.09836 for the year 2012 sold, transferred and conveyed ALL THAT piece and parcel of Shali land measuring an area 18.43 Decimals more or less comprised in C. S. and R.S. Dag No. 1362, an area 11.15 Decimals more or less comprised in C. S. and R. S. Dag No. 1366 and area 16.58 Decimals more or less comprised in C. S. and R.S. Dag No. 1526 all under C.S. Khatian No. 425 corresponding to R.S. Khatian No. 1152, and an area 3.58 Decimals more or less comprised in C. S. and R.S. Dag No. 1362/1770 under C. S. Khatian No.475 corresponding to R.S. Khatian No.1153, totaling an area 49.740 Decimals more or less, being the undivided 1/7th share out of entire area 3 Acre 48 Decimals at Mouza Bidhyadharpur, J. L. No. 17, Touzi No.2149, Re. Sa No.86, ADSRO Naihati, Police Station Jagaddal, District 24 Parganas (North), at present within the limits of Kowgachi-II Gram Panchayet, unto and in favour of **ASHIS NASKAR**, the vendor herein, for the valuable consideration as mentioned therein.

AND WHEREAS by virtue of the aforesaid purchase the said **ASHIS NASKAR**, became the sole and absolute owner of ALL THAT piece and parcel of Shali land measuring an area 18.43 Decimals more or less comprised in C. S. and R. S. Dag No. 1362, an area 11.15 Decimals more or less comprised in C. S. and R. S. Dag No. 1366 and area 16.58 Decimals more or less comprised in C. S. and R. S. Dag No. 1526 all under C.S. Khatian No. 425 corresponding to R. S. Khatian No. 1152, and an area 3.58 Decimals more or less comprised in C. S. and R.S. Dag No. 1362/1770 under C.



S. Khatian No.475 corresponding to R. S. Khatian No.1153, totaling an area 49.740 Decimals more or less and has been possessing and enjoying the same on paying the rates and taxes to the authority concern.

AND WHEREAS the Confirming Party herein with a view to setup a residential project in order to facilitate the mass people for suitable accommodation, have agreed to acquire the said property and accordingly the vendor and Confirming Party entered into a memorandum of understanding on the such terms and conditions as contained therein and in terms of the said understanding the vendor already delivered the aforesaid property alongwith other properties unto and in favour of the Confirming party herein and on getting the aforesaid property along with other properties at Mouza Bidyadharpur and Rahuta, the Confirming Party divided and demarcated the said property alongwith other properties into several plots of land having their descriptive number with common areas and spaces, pathways and roadways in front of all the plots and other installations, common fixtures and fittings together with all other common amenities and facilities, easement and quasi-easement rights attached in the project arena named "**KALYANI CITY ENCLAVE**" which are to be used in common by the intending Purchasers under total supervision of the M/S Janapriyo Real Estate Private Limited and offered to sell the same to the prospective buyers and/or purchasers.

AND WHEREAS the vendor has full right and absolute authority to sale, transfer and conveys his demarcated plot of land in terms of the aforesaid agreement with the Confirming Party to the prospective buyers.

AND WHEREAS on coming to know the offer of the Vendor, the purchaser herein has agreed to purchase ALL THAT demarcated plot of land being plot No.233 measuring an area 04 Cottahs more or less comprised in C. S. and R. S. Dag No.

S. S. S. S.

1362, under C.S. Khatian No. 425 corresponding to R. S. Khatian No. 1152 at Mouza Bidhyadharpur, J. L. No. 17, Touzi No.2149, Re. Sa No.86, ADSRO Naihati, Police Station Jagaddal, District 24 Parganas (North), at present within the limits of Kowgachi-II Gram Panchayet.

AND WHEREAS the vendor hereto agreed to sell, transfer and convey ALL THAT demarcated plot of land being plot No.233 measuring an area 04 Cottahs more or less comprised in C. S. and R. S. Dag No. 1362, under C.S. Khatian No. 425 corresponding to R. S. Khatian No. 1152 at Mouza Bidhyadharpur, J. L. No. 17, Touzi No.2149, Re. Sa No.86, ADSRO Naihati, Police Station Jagaddal, District 24 Parganas (North), at present within the limits of Kowgachi-II Gram Panchayet, which is morefully mentioned in the schedule hereunder written (herein after referred to as "the said plot"), at or for the total consideration Rs.10,48,000 (Rupees ten lakh forty eight thousand only) and the purchaser herein has agreed to purchase the same at or for the aforementioned consideration, free from all encumbrances and attachments whatsoever and the confirming party hereby confirms the said transaction.

NOW THIS INDENTURE WITNESSES as follows:-

In pursuance to the said agreement and in consideration of the said total sum of Rs.10,48,000 (Rupees ten lakh forty eight thousand only) in full paid to the vendor by the purchaser (the receipt where of the vendor through his constituted attorney doth hereby admit and acknowledge and of and from the same and every part thereof acquit and release the purchaser and the said property) the vendor and the confirming party do and each of them doth hereby absolutely and indefeasibly grant, transfer, convey, assign and assure unto the purchaser ALL THAT demarcated plot of land being plot No.233 measuring an area 04 Cottahs more or less comprised in C. S. and R. S. Dag No. 1362, under C.S. Khatian No. 425 corresponding to R. S. Khatian No.



1152 at Mouza Bidhyadharpur, J. L. No. 17, Touzi No.2149, Re. Sa No.86, ADSRO Naihati, Police Station Jagaddal, District 24 Parganas (North), at present within the limits of Kowgachi-II Gram Panchayet, which is morefully mentioned in the schedule hereunder written (herein after referred to as "the said plot") and more particularly shown and delineated in the site map or plan annexed hereto OR HOWSOEVER OTHERWISE the same is or was situated butted described enjoyed or reputed to belong or to be appurtenant thereto and all the estate right, title interest use, possession and inheritance trust claim and demand whatsoever both at law and in equity of the vendor and the Confirming party into and upon the said property and reversion or reversions remainder or remainders and all the rents and issues and profit according to the true nature and tenure thereof and every part thereof together with water courses ways paths common passage to be provided thereof belonging or appertaining thereto or held or occupied therewith or whatsoever and every manner or former and present right liberties, privileges easements advantages and appurtenances whatsoever belonging or in anywise appertaining to or usually held used occupied accepted enjoyed or reputed to belong or to be appurtenant thereto and all deeds pattahs muniments writings and evidences of title whatsoever in anywise exclusively relating to or concerning the said property TO HAVE AND TO HOLD the same hereby granted transferred assigned assured and conveyed or expressed or intended so to be unto and to the use of the purchaser absolutely and forever and for an indefeasible title of inheritance in fee simple in possession free from all and every nature of encumbrances attachments charges lien, lispensens, claims, demands liabilities and trust whatsoever but nevertheless subject to payment all other ground rent and taxes as applicable.



**THE VENDOR AND THE CONFIRMING PARTY DO AND EACH OF THEM
DOTH HEREBY COVENANT WITH THE PURCHASER as follows:**

A). That notwithstanding any act deed matter or thing whatsoever done by the vendor and confirming party or any of the vendor's and confirming party's predecessor-in-interest/ title may have done, committed, executed or knowingly suffered to the contrary the vendor and the Confirming party now have good right full power absolute authority indefeasibly title or otherwise well and sufficiently entitled to grant sale, convey, transfer assign and assure the said plot of land and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchaser in the manner aforesaid according to the true intent and meanings of these present.

B). That the vendor and confirming party have not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the property or any part thereof can or may be impeached, encumbered or affected in title.

C). That the said property is free from all encumbrances i.e. claims, demands, charges, mortgages, liens, attachments, acquisition, requisition trust made or suffered by the vendor and the confirming party or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from under or in trust for the vendor and/or the confirming party.

D). That the vendor and confirming party including executors, administrators and successors in office shall at all times hereafter indemnify and keep indemnified the purchaser and his heirs, executors, administrators, representatives and assigns against loss, damages, cost, charges and expenses if any suffered by reasons of any defect in title of the vendor or any breach of the covenant herein contained.

A handwritten signature in cursive script, appearing to read "S. M. ...", with a long horizontal line extending to the right.

E). That it shall be lawful for the purchaser after development of the property such as road, drainage, passage, and all other amenities except electrification and water facility to be provided by the confirming party, to enter into hold possess, use, own and enjoy the said plot of land and every part thereof and receive the rents issues and profits there from without any lawful hindrance, eviction, interruption, disturbances, claim or demand whatsoever from or by the vendor and the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor and/or the Confirming Party.

F). That the vendor and the Confirming Party and all persons having or lawfully, rightfully or equitably, claiming any estate or interest in the property or any part thereof from under or in trust for the vendor or the confirming party shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute and cause to be done and executed all such acts deeds, matters or things whatsoever for further better and more perfectly assuring the property and every part thereof as shall or may be reasonably required by the purchaser.

G) That the Vendor and Confirming Party doth hereby accorded his consent to the purchaser for mutation of the property in the name of the purchaser before the BL & LRO and all Government and/or Semi Government and/or other statutory body and/or authority.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT demarcated plot of land being plot No.233 measuring an area 04 Cottahs more or less comprised in C. S. and R. S. Dag No. 1362, under C.S. Khatian No. 425 corresponding to R. S. Khatian No. 1152 at Mouza Bidhyadharpur, J. L. No. 17, Touzi No.2149, Re. Sa No.86, ADSRO Naihati, Police Station Jagaddal, District 24 Parganas (North), at present within the limits of Kowgachi-II Gram Panchayet



TOGETHER WITH all other benefits, facilities and advantages, amenities to be provided by the Confirming party and all sorts of easement rights attached therein or thereto and more particularly shown and delineated in the site Map or Plan annexed hereto in **RED** border line thereon as part and parcel of this Indenture and the same is butted and bounded in the manner as follows:

ON THE NORTH: Plot No.221.

ON THE SOUTH: 30' wide Road.

ON THE EAST: Plot No.234.


ON THE WEST: Plot No.232

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

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF
WITNESSES:

As lawful constituted attorney on behalf
of Asish Naskar
SIGNATURE OF THE VENDOR

SIGNATURE OF THE CONFIRMING PARTY

A handwritten signature in black ink, appearing to be 'Sunder', is written over the 'SIGNATURE OF THE CONFIRMING PARTY' line.

RECEIVED from the within named purchaser the within mentioned total sum of Rs.10,48,000 (Rupees ten lakh forty eight thousand only) being full and final consideration amount of land as per Memo below:

M E M O

WITNESSES: -

SIGNATURE OF THE VENDOR

Drafted, prepared by me,
at my office:-

[SUDIP BASU],
Advocate,
ALIPORE POLICE COURT
Kolkata 700027
Office:- DELTA HOUSE,
4, Govt. Place North, Room No.11C,
11TH floor, Kolkata 700001.

