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Sujata Ghosh Advocate High Court Calcutta



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Delphynium

BS Associates, Advocates

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Delphinium Projects Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 53/4, P. N. Middya Road, Kolkata-700056, Police Station-Belghoria [PAN AAECD1075B], being represented by its Director, Pradip Kumar Kedia, son of Nand Kishore Kedia, by faith Hindu, by Occupation-Service (hereinafter referred as Purchaser, includes successors-in-interest)

Vendor and Purchaser are collectively referred to as Parties and individually as Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land measuring 1.63 (one point six three) detimal, more or less, out of 94 (ninety four) decimal, more or less, comprised in R.S./L.R. Dag No. 587, recorded in R.S. Khatian No. 313, L.R. Khatian Nos. 1016, 1017, 1018 and 1019, Mouza Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Said Property), morefully described in the Schedule below, delineated in Plan attached herewith 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, being free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants of the Vendor:-
- Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:
- Ownership of Satish Chandra Ghosh: Satish Chandra Ghosh was the absolute owners of land measuring 94 (ninety four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 587, recorded in R.S. *Khatian* No. 313, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Mother Property).
- 5.1.2 Demise of Satish Chandra Ghosh: Satish Chandra Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his wife Biva Ghosh and 4 (four) sons, namely, Tapan Kumar Ghosh, Jahar Ghosh, Uttam Ghosh and Krishna Ghosh, as his only legal heirs and heiress (collectively Legal Heirs Of Late Satish Chandra Ghosh), who jointly and in equal share inherited the entirety of the Mother Property.
- 5.1.3 Sale to Vendor: By a Deed of Conveyance dated 18th January, 1993, registered in Book No.I, Volume No. 3, at Pages 310 to 314, being Deed No. 195 for the year 1993, the Legal Heirs Of Late Satish Chandra Ghosh sold to Vendor, land measuring 1.63 (one point sox three) decimal, more or less, out of the Mother



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- Property, i.e. the Said Property, being the subject matter of sale.
- 5.1.4 Absolute Ownership of Vendor: In the aforesaid circumstances, by virtue of purchase, the Vendor has become the absolute owner of the Said Property.
- 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 has not been affected by any scheme of any Local Authority or Government or Statutory Body.
- 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 Preemption: No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the 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: as on the date of registration of this deed, the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *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.



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- 5.2.9 No Personal Guarantee: The Said Property has not been 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 Sale of Said Property: The basic understanding between the Vendor and the Purchaser is that the Vendor shall 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 shall purchase the same from the Vendor.
- 7. Transfer
- Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, i.e. land measuring 1.63 (one point six three) decimal, more or less, out of 94 (ninety four) decimal, more or less, comprised in R.S./L.R. Dag No. 587, recorded in R.S. Khatian No. 313, L.R. Khatian Nos. 1016, 1017, 1018 and 1019, Mouza Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas 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 Consideration: The aforesaid transfer is being made in consideration of a total sum of Rs.2,95,845/-(Rupees two lac ninety five thousand eight hundred and forty five) (Consideration) paid by the Purchaser, receipt of which the Vendor herein as well as in Receipt of Memo below, 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: as on the date of registration of this deed, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *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:
- Indemnification: express indemnification by the Vendor about the correctness 8.2.1 of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, 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, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or the Purchaser's successor's-in-interest by reason of the aforesaid. Pertinent to mention herein that, if any of the representations, warranties of Vendor as aforesaid is found to be defective or untrue, 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 the same and if the Purchaser' think it necessary to execute any document for further or more perfectly assuring the title of the Said Property, the same shall be executed by the Vendor but the cost in this regard is to be born by the Purchaser.
- 8.2.2 Transfer of Property Act: all obligations and duties of vendors and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: the Vendor hereby declares and confirms that, the Vendor hereby delivers vacant and peaceful possession of the Said Property to the Purchaser and hereinafter the Purchaser shall be entitled to hold, possess and enjoy the Said Property.
- 8.4 Holding Possession: The Vendor hereby covenants that the Purchaser and the Purchaser's assignees 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 to the use of the Purchaser 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 by the Vendor, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or



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equitably claiming any right or estate therein from under or in trust from the Vendor.

- 8.5 No Objection to Mutation: The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all concerned public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) 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 in this regard shall sign all documents and papers as required by the Purchaser.
- Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule [Subject Matter of Sale] (Said Property)

Land measuring 1.63 (one point six three) decimal, more or less, out of 94 (ninety four) decimal, more or less, comprised in R.S./L.R. Dag No. 587, recorded in R.S. Khatian No. 313, L.R. Khatian Nos. 1016, 1017, 1018 and 1019, Mouza Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas, delineated in Plan attached hereto and boarded in colour Red thereon and the said Dag is butted and bounded as follows:

On the North: By R.S. Dag Nos. 588 and 590

On the East : By R.S. Dag Nos. 591 and 592

On the South : By Others Dag

On the West : By R.S. Dag No. 575 537

Together with all title, benefits, liberties, paths, passages, 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.



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- 9. Execution and Delivery
- 9.1 In Witness Whereof the Vendor has executed and delivered this Conveyance on the date mentioned above.

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(Angurbala Ghosh)	
[Vendor]	

Drafted By:

Sujata Ghosh, Advocate High Court at Calcutta

Witnesses:

Signature	Signature
Name Janjanta Ghala.	Name Danjana Chost.
Father's Name 1 - 1 Got al ch gloys	· Father's Name _ Cropuleh: Cahose
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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.2,95,845/-(Rupees two lac ninety five thousand eight hundred and forty five) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Sl	Favouring	Demand Draft	Bank And Branch	Amount (Rs.)	
No.		No. And Date			
1.	Angur Bala Ghosh	221057, 2210/2014	HAFC BOOK, Stephen	2958452	
			Total	12,95,845	

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	(Angurbala Ghosh)	3						
	[Vendor]		7					
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Witnesses:

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Name For Romana Chost.

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SPECIMEN FORM TEN FINGER PRINTS

ଞା. No.	Signature of the executants and/or purchaser Presentants					
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Pradip Kumer						
مح		Thumb	Fore	Middle (Right	Ring Hand)	Little
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		Thumb	Fore	Middle (Right	Ring Hand)	Little
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		Thumb	Fore	Middle (Right	Ring Hand)	Little

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Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. SONARPUR, District- South 24-Parganas Signature / LTI Sheet of Serial No. 13018 / 2014, Deed No. (Book - I , 10668/2014)

I : Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Angurbala Ghosh Malancha, Mahinagar , Polghat, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145			UNTO A MONT CIENT
,	27/10/2014	LTI 27/10/2014	27/10/14

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

SI No. Admission of Execution By	Status	Photo	Finger Print	Signature
1 A				

Angurbala Ghosh
Address -Malancha,
Mahinagar , Polghat,
Thana:-Sonarpur,
District:-South 24-Parganas,
WEST BENGAL, India, Pin
:-700145



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27/10/2014

27/10/2014

Name of Identifier of above Person(s)

Jayanta Ghosh Chandpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145 Signature of Identifier with Date

Janiana. Shora.

(Biswajit Dey)

ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR



James Land

27 OCT 2014



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

Endorsement For Deed Number : I - 10668 of 2014 (Serial No. 13018 of 2014 and Query No. 1608L000021894 of 2014)

On 27/10/2014

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

Payment of Fees:

Amount by Draft

Rs. 3699/- is paid , by the draft number 871027, Draft Date 22/10/2014, Bank Name State Bank Of India, NETAJI SUBHAS ROAD BR., received on 27/10/2014

(Under Article : A(1) = 3685/-, E = 14/- on 27/10/2014).

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.-3,35,878/-

Certified that the required stamp duty of this document is Rs.- 20173 /- and the Stamp duty paid as: Impresive Rs.- 20/-

Deficit stamp duty

Deficit stamp duty Rs. 20173/- is paid , by the draft number 871026, Draft Date 22/10/2014, Bank : State Bank Of India, NETAJI SUBHAS ROAD BR., received on 27/10/2014

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

Presented for registration at 14.49 hrs on :27/10/2014, at the Office of the A.D.S.R. SONARPUR by Angurbala Ghosh ,Executant.

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

Execution is admitted on 27/10/2014 by

 Angurbala Ghosh, wife of Gopal Chandra Ghosh, Malancha, Mahinagar, Polghat, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste Hindu, By Profession: Others

Identified By Jayanta Ghosh, son of Lt. Gopal Ch. Ghosh, Chandpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste: Hindu, By Profession: Business.

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

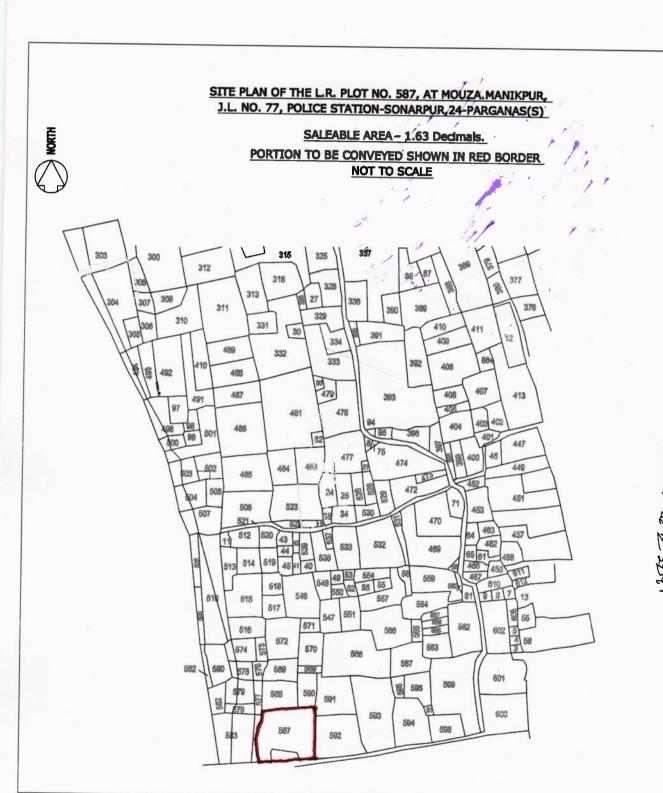
(Biswajit Dey)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 1



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SIGNATURE OF PURCHASER

SIGNATURE OF VENDORS

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Addl. Dist Sub-Registrar Sonarpore, South 34 Pg.

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 22 Page from 5633 to 5646 being No 10668 for the year 2014.



(Biswajit-Bev) 28-October-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR
West Bengal