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পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

R 329835

CONVEYANCE

- 1. Date: 28th October, 2013
- 2. Place: Kolkata
- 3. Parties:

Kanstana Din

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28/20 1/82 28/20 1/82

	Senal 2361 Date
	Name
	AddressRs100/-
	A-K. PURKAYASTHA Stamp Vendor) Alipore Police Court, Kol - 27
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Director + Authorised S	Signatory
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BUSINESS

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Dist: South of my

3.1 Ashoke Kumar Naskar, son of Kalicharan Naskar, residing at Daulatpur Sardar Para, Post Office Pailan Hat, Police Station Bishnupur, District of South 24 Parganas

(Vendor, includes successors-in-interest)

And

3.2 Wriddhi Real Estate Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 161/1, Mahatma Gandhi Road, R/No-41, Police Station Jorasanko, Kolkata - 700 007, being represented by its authorized signatory Mr. Vineet Saraogi, son of Mr. Pawan Kumar Saraogi [PAN AABCW3791L]
(Purchaser, includes successors-in-interest)

And

3.3 Kalicharan Naskar, son of Hemanta Naskar, residing at Daulatpur Sardar Para, Kulerdari, Police Station Bishnupur, District of South 24 Parganas (Confirming Party, includes successors-in-interest).

Vendor, Purchaser and Confirming Party collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- Said Property: Sali land measuring (i) 5.87 (five point eight seven) 4.1 decimal, more or less, comprised in R.S./L.R. Dag No. 29, recorded in L.R. Khatlan Nos. 98 and 547, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas, delineated on the Plan A annexed hereto and bordered in colour Red thereon (First Property) And (ii) 3.40 (three point four zero) decimal, more or less, comprised in R.S./L.R. Dag No. 31, recorded in L.R. Khatian Nos. 98 and 547, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas, delineated on the Plan B annexed hereto and bordered in colour Red thereon (Second Property), totalling to 9.27 (nine point two seven) decimal, more or less (the First Property and the Second Property, collectively Said Property) morefully described in the Schedule below 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.
- Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 Ownership of Khagendra Nath Naskar: Khagendra Nath Naskar was the absolute owner of land measuring (i) 58 (fifty eight) decimal, more or less, comprised in R.S./L.R. Dag No. 29, Mouza Daulatpur, J.L. No. 79, Police



A.R.S.R. Bishaupur Dist; South M Prgs

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Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas, vide R.S. Khatian No. 570 (First Mother Property) And (ii) 34 (thirty four) decimal, more or less, comprised in R.S./L.R. Dag No. 31, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas, (Second Mother Property).

- 5.1.2 Demise of Khagendra Nath Naskar: Khagendra Nath Naskar, a Hindu governed by the Dayabhaga School of Hindu Law, leaving behind him surviving his wife Garabini Naskar, 7 (seven) sons, namely, Kanai Naskar, Balai Naskar, Subal Naskar, Shyamal Naskar, Kamal Naskar, Swapan Naskar and Robin Naskar and 2 (two) daughters, namely, Bamani Naskar and Bina Naskar and 1 (one) grandson Ashoke Kumar Naskar (the Vendor herein) [being the only son of his pre-deceased daughter Late Kamini Naskar] as his only legal heirs and heiresses, who inherited the entirety of the First Mother Property and the Second Mother Property, jointly and in equal share.
- 5.1.3 Records of Rights: Ashoke Kumar Naskar (the Vendor herein) has recorded his name in the records of the Land Reforms Settlements, vide L.R. Khatian No. 98.
- 5.1.4 Inheritance by Garabini Naskar: Garabini Naskar also inherited land measuring (i) 5.27 (five point two seven) decimal, more or less, out of the First Mother Property And (ii) 3.09 (three point zero nine) decimal, more or less, out of the Second Mother Property and has recorded her name in the records of the Land Reforms Settlements, vide L.R. Khatian No. 547.
- 5.1.5 Demise of Garabini Naskar: Garabini Naskar, being one of the legal heirs of Late Khagendra Nath Naskar, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind her surviving her 7 (seven) sons, namely, Kanai Naskar, Balai Naskar, Subal Naskar, Shyamal Naskar, Kamal Naskar, Swapan Naskar and Robin Naskar and 2 (two) daughters, namely, Bamani Naskar and Bina Naskar and 1 (one) grandson Ashoke Kumar Naskar (the Vendor herein) [being the only son of her predeceased daughter Late Kamini Naskar] as her only legal heirs and heiresses, who inherited the entire right, title and interest of Late Garabini Naskar in the First Mother Property and the Second Mother Property, jointly and in equal share.
- 5.1.6 Ownership of Vendor: Thus, by virtue of inheritance of Late Khagendra Nath Naskar and Late Garabini Naskar, being the maternal grandfather and maternal grandmother, respectively, the Vendor has become the absolute owner of land measuring (i) 5.87 (five point eight seven) decimal, more or less, out of the First Mother Property, being the First Property herein And (ii) 3.40 (three point four zero) decimal, more or less, out of the Second Mother Property, being the Second Property herein, the details of his inheritance are as follows:

R.S./L.R. <i>Dag</i> No. 29	
Inherited From	Area Inherited



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Late Khagendra Nath Naskar	5.27 decimal		
Late Garabini Naskar	0.60 decimal		
First Property	5.87 decimal		
R.S./L.R. <i>Dag</i> No 31			
Inherited From	Area Inherited		
Late Khagendra Nath Naskar	3.09 decimal		
Late Garabini Naskar	0.31 decimal		
Second Property	3.40 decimal		
First Property and Second Property, collectively Said Property	5.87 decimal and 3.40 decimal, totalling 9.27 (nine point two seven)		

- 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 any Local Authority or Government or 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 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.



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- 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 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-intitle 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 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.
- Confirmation by Confirming Party: The Confirming Party hereby declares and confirms that, Kamini Naskar, being the wife of the Confirming Party and mother of the Vendor, predeceased her father Late Khagendra Nath Naskar and mother Late Garabini Naskar. Hence according to The Hindu Succession Act, 1956, after the demise of Late Khagendra Nath Naskar and Late Garabini Naskar, the Vendor, being the grandson of Late Khagendra Nath Naskar and Late Garabini Naskar, steps into the shoes of Late Kamini Naskar and has inherited her share in the First Mother Property and the Second Mother Property, i.e. the Said Property. The Confirming Party further undertakes and assures that, the ownership of the Vendor with respect to the Said Property is absolute and unencumbered and no person including the Confirming Party has any right, title and interest in the Said Property. The Confirming Party further declares that, the Confirming Party has not and shall not have any claim and/or objection of whatsoever nature with respect to the Said Property at any point of time in future and to accord the same the Confirming Party has confirmed, joined and executed these presents.



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7. Transfer

- Hereby Made: The Vendor hereby sells, conveys and transfers to the 7.1 Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature land measuring 9.27 (nine point two seven) decimal, more or less, comprising of (i) the First Property, being Sali land measuring 5.87 (five point eight seven) decimal, more or less, comprised in R.S./L.R. Dag No. 29, recorded in L.R. Khatian Nos. 98 and 547, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas And (ii) the Second Property, being Sali land measuring 3.40 (three point four zero) decimal, more or less, comprised in R.S./L.R. Dag No. 31, recorded in L.R. Khatian Nos. 98 and 547, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, 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 sum of Rs.11,50,000/- (Rupees Eleven Lacs Fifty Thousands only) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and 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:

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- 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, 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:
- 8.2.1 Indemnification: 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 and this Conveyance



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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 successors-in-interest by reason of the aforesaid.

- 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 and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 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, in respect of which demand has been made and is in the knowledge of the Vendor, 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 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 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.
- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (I) 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.
- 8.7 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



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Schedule (First Property)

Sali land measuring 5.87 (five point eight seven) decimal, more or less, comprised in R.S./L.R. Dag No. 29, recorded in L.R. Khatian Nos. 98 and 547, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas, delineated on the Plan A annexed hereto and bordered in colour Red thereon and the said dag is butted and bounded as follows:

On the North : By Dag No. 28
On the East : By Dag No. 30
On the South : By Dag No. 33

On the West : By Dag No. 118 & 120;

(Second Property)

Sali land measuring 3.40 (three point four zero) decimal, more or less, comprised in R.S./L.R. Dag No. 31, recorded in L.R. Khatian Nos. 98 and 547, Mouza Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulardari Gram Panchayet, District South 24 Parganas, delineated on the Plan B annexed hereto and bordered in colour Red thereon and the said dag is butted and bounded as follows:

On the North : By Dag No. 26
On the East : By Dag No. 32
On the South : By Dag No. 33
On the West : By Dag No. 30

Totaling to land measuring 9.27 (nine point two seven) decimal, more or less [the First Property and the Second Property, collectively **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.

The Said Property is tabulated below:

R.S./L.R. Dag No.	L.R. Khatian No.	Area Recorded	Area Conveyed	Name of Recorded Owner
29	98	5.27 decimal	5.27 decimal	Ashoke Kumar Naskar
29	547	6 decimal	0.60 decimal	Garabini Naskar
31	98	3.09 decimal	3.09 decimal	Ashoke Kumar Naskar
31	547	3 decimal	0.31 decimal	Garabini Naskar
To	tal Area C	onveyed	9.27 decimal	



28-10-13

9. Execution and Delivery

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

Ashoke Kumon Mason
(Ashoke Kumar Naskar)
[Vendor]
WRIDDHI REAL ESTATE PVT. LTD. Unnector / Authorised Signatory
(Wriddhi Real Estate Private Limited) [Authorised Signatory] (Vineet Saraogi)
[Purchaser]
(Kalicharan Naskar)
[Confirming Party]

Signature Brun purkent Signature Debnath Naskar

Name BARUN PURKAIT Name DEBNATH NASKAR

Father's Name par hallad purkent Father's Name Lowerick and a Naskar

Address Daulat pur pe pinhan Address VII - Daulat Pur

P. D. Pailan P. S. Bushwa pur

Drafted by: Rrigarka Bhaonick Advocate High Court Calcutta



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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs. 11,50,000/- (Rupees Eleven Lacs Fifty Thousands only) 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.)
Draft No.009168	26.10.2013	Indian Overseas Bank, Kalighat Branch	6,00,000/-
Draft No.009170	-do-	-do-	5,00,000/-
Cash	28.10.2013	-do-	50,000/-
		Total	11,50,000/-

Ashoke kuma waskar

(Ashoke Kumar Naskar)

[Vendor]

Witnesses:

Signature Barren purchait.

Name BARUN PURKAIT

Signature DebNath Naskar.

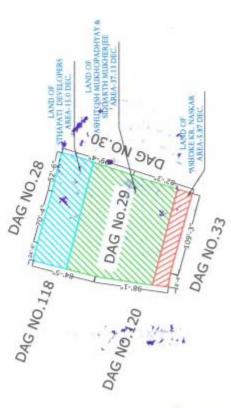
Name DEBNATH MASKAR



A.D.S.R. Dishaupur Dist: Seeth M Pres

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SITE PLAN OF R.S. & L.R. DAG NO.- 29, MOUZA- DAULATPUR, J.L.-NO.- 79, P.S.- BISHNUPUR, DISTRICT - 24 PARGANAS(SOUTH)



WRIDDHI REAL ESTATE PVT. LTD.

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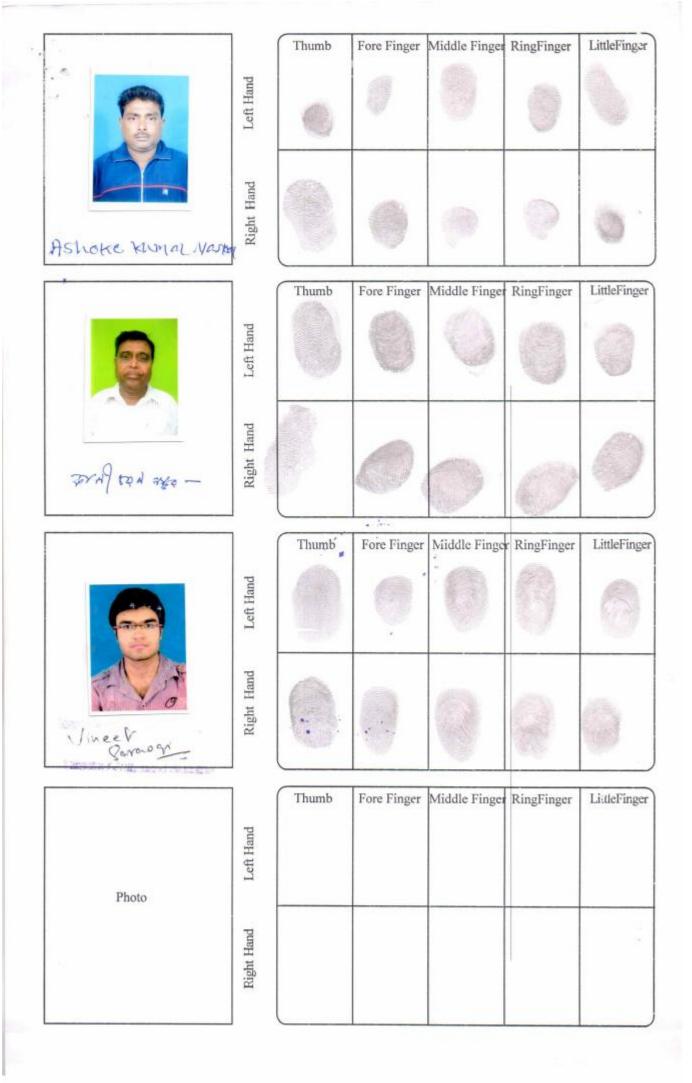
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SITE PLAN OF R.S. & L.R. DAG NO.- 31, MOUZA-DAULATPUR, J.L.-NO.- 79, P.S.- BISHNUPUR, DISTRICT - 24 PARGANAS(SOUTH) LAND OF LAND OF ARIATOSH MUKHOPADHYAY & OTHERS AREA-56,6 DEC. LAND OF STHAPATI DEVELOPERS AREA-9.0 DEC. DAG NO.26 ASHOKE KR. NASKAR AREA 3.4 DEC. DAG NO.33 DAG NO.30 Ashoke Fuma Neska WRIDDHI REAL ESTATE PVT. LTD. Director / Authorised Signatory - offer par of more



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

Endorsement For Deed Number : I - 05471 of 2013 (Serial No. 05044 of 2013 and Query No. 1613L000011487 of 2013)

On 28/10/2013

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

Presented for registration at 16.20 hrs on :28/10/2013, at the Private residence by Mr Vineet Saraogi Claimant.

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

Execution is admitted on 28/10/2013 by

- Ashoke Kumar Naskar, son of Kalicharan Naskar, Village: Daulatpur Sardar Para, Thana:-Bishnupur, P.O.:-Pailan Hat, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- Kalicharan Naskar, son of Hemanta Naskar, Village:Daulatpur Sardar Para, Kulerdari, Thana:-Bishnupur, P.O.:-Pailan Hat, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Cultivation
- Mr Vineet Saraogi
 Authorized Signatory, Wriddi Real Estate Private Limited, 161/1, Mahatma Gandhi Road, R/ No-41, Thana:-Jorasanko, District:-Kolkata, WEST BENGAL, India, Pin:-700007.

 By Profession: Others

Identified By Debnath Naskar, son of Lt Laxmikanta Naskar, Village:Daulatpur, Thanar-Bishnupur, P.O.:-Pailan, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Kaustava Dey.)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

On 30/10/2013

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/-

- - - V (4)

Payment of Fees:

Amount By Cash

Rs. 12646.00/-, on 30/10/2013

(Under Article : A(1) = 12639/- ,E = 7/- on 30/10/2013)

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.-11,50,000/-

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(Kaustava Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
EndorsementPage 1 of 2

30/10/2013 12:12:00



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

Endorsement For Deed Number : I - 05471 of 2013 (Serial No. 05044 of 2013 and Query No. 1613L000011487 of 2013)

Certified that the required stamp duty of this document is Rs.- 57510 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 57420/- is paid , by the draft number 660345, Draft Date 30/10/2013, Bank : State Bank of India, AMTALA, received on 30/10/2013

(Kaustava Dey) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR



(Kaustava Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
EndorsementPage 2 of 2



A.D.S.R. Bishaupur Dist: South 24 Pres

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 13 Page from 966 to 982 being No 05471 for the year 2013.



MA

(Kaustava Dey) 30-October-2013 ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR Office of the A.D.S.R. BISHNUPUR West Bengal