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March 2013 1.

Place: Kolkata

3. Parties:

2.

Subhas Chandre Dey, son Late Jeetendra Nath Dey, residing at Village Hariharpur, Dey 1 ma, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District Seach 24 Parganas

Roverna Hama Dey 50. Buy. P. G. (Rubi

Anirban Bhattacharya



BROWSE MERCHANTS PRIVATE LIMITED

Authorised Signatory



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- 3.2 Sanjib Kumar Dey, son of Jeetendra Nath Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.3 Karuna Kana Dey, wife of Late Kartick Chandra Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.4 Ruby Dey alias Rubirani Dey nee Ghosh, wife of Late Sameer Kumar Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.5 Dipan Dey, son of Late Sameer Kumar Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.6 **Prativa Ghosal** nee **Dey,** daughter of Jeetendra Nath Dey, residing at Village Hariharpur, Post Office Mallickpur via Malancha, Mahinagar, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.7 **Bithika Basak** *nee* **Dey**, daughter of Jeetendra Nath Dey, residing at Village Paschim Kundarali, Mondal Para, Post Office Kundarali, Police Station Baruipur, Kolkata-743302, District South 24 Parganas
- 3.8 **Juthika Mitra** nee **Dey**, daughter of Jeetendra Nath Dey, residing at P 340, Vidyasagar Sarani, Post Office Boulday, Police Station Behala, Kolkata-700008, District South 24 Parganas

(collectively **Vendors**, includes successors-in-interest)

#### And

3.9 **Browse Merchants Private Limited,** a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAECB6460G], represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Police Station Park Street, Kolkata-700016

(Purchaser, includes successors-in-interest)

Vendors and Purchaser collectively **Parties** and individually **Party**.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 **Said Property:** (1) Land classified as *sali* (agricultural) measuring 1.0558 (one point zero five five eight) decimal, more or less, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet* (**HGP**), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part I** of the 1st Schedule below, the said R.S./L.R. *Dag* No. 34 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**First Property**) **And** (2) land classified as *sali*

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(agricultural) measuring 1.2221 (one point two two two one) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 43, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part II of the 1st Schedule below, the said R.S./L.R. Dag No. 43 being delineated and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon (**Second Property**) **And (3)** land classified as sali (agricultural) measuring 2.9442 (two point nine four four two) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. Dag No. 73, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part III of the 1st Schedule below, the said R.S./L.R. Dag No. 73 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour Red thereon (Third Property) And (4) land classified as sali (agricultural) measuring 0.7777 (zero point seven seven seven seven) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. Dag No. 85, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part IV of the 1st Schedule below, the said R.S./L.R. Dag No. 85 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Fourth Property) And (5) land classified as sali (agricultural) measuring 3.2784 (three point two seven eight four) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. Dag No. 86, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part V of the 1st Schedule below, the said R.S./L.R. Dag No. 86 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Fifth Property). The First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property all are more fully and collectively described in the 2<sup>nd</sup> Schedule below (collectively Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

#### 5. Background, Representations, Warranties and Covenants

- 5.1 Representations and Warranties Regarding Title: The Vendors have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Ownership of Mother Property: Jeetendra Nath Dey was the recorded owner of (1) land classified as sali (agricultural) measuring 6.3346 (six point three three four six) decimal, more or less, out of 19 (nineteen) decimal, being a portion of R.S./L.R. Dag No. 34, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Jeetendra's First Property) And (2) land classified as sali (agricultural) measuring 7.3326 (seven point three three two six) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 43, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Jeetendra's Second Property) And (3) land classified as sali (agricultural) measuring 17.6649 (seventeen point six six four nine) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. Dag No. 73, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur,



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within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Jeetendra's Third Property) And (4) land classified as sali (agricultural) measuring 4.6662 (four point six six six two) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. Dag No. 85, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Jeetendra's Fourth Property) And (6) land classified as sali (agricultural) measuring 19.6706 (nineteen point six seven zero six) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. Dag No. 86, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Jeetendra's Fifth Property). Jeetendra's First Property, Jeetendra's Second Property, Jeetendra's Third Property, Jeetendra's Fourth Property and Jeetendra's Fifth Property (collectively Mother Property). The Said Property is a portion of the Mother Property and is the subject matter of this conveyance.

- 5.1.2 Demise of Jeetendra Nath Dey: Jeetendra Nath Dey, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving, his 4 (four) sons, namely, Subhas Chandra Dey, Sanjib Kumar Dey, Kartick Chandra Dey, Sameer Kumar Dey and his 3 (three) daughters, namely, Prativa Ghosal nee Dey, Bithika Basak nee Dey and Juthika Mitra nee Dey as his only legal heirs and heiresses, who, jointly and in equal shares inherited the right, title and interest of Late Jeetendra Nath Dey in the Mother Property, free from all encumbrances.
- 5.1.3 Demise of Kartick Chandra Dey: Kartick Chandra Dey, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving, his wife, Karuna Kana Dey as his only legal heiress, who, solely inherited the right, title and interest of Late Kartick Chandra Dey in the Mother Property, free from all encumbrances.
- 5.1.4 **Demise of Sameer Kumar Dey:** Sameer Kumar Dey, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving, his wife, Ruby Dey *alias* Rubirani Dey *nee* Ghosh and his son, Dipan Dey, as his only legal heir and heiress, who jointly and in equal shares inherited the right, title and interest of Late Sameer Kumar Dey in the Mother Property, free from all encumbrances.
- 5.1.5 **Absolute Ownership of Vendors:** In the circumstances mentioned above, the Vendors have become the undisputed and absolute owners of the First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property, comprised in the Said Property out of the Mother Property, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare 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 Vendors do 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.



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- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have 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 Vendors have 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 Vendors.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever 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 Vendors 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, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

#### 6. Basic Understanding

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendors will 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 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 of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchaser.



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#### 7. Transfer

- 7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the 2nd Schedule below, being (1) the First Property, i.e. land classified as sali (agricultural) measuring 1.0558 (one point zero five five eight) decimal, more or less, out of 19 (nineteen) decimal, being a portion of R.S./L.R. Dag No. 34, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part I of the 1st Schedule below, the said R.S./L.R. Dag No. 34 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon And (2) the Second Property, i.e. land classified as sali (agricultural) measuring 1.2221 (one point two two one) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 43, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part II of the 1st Schedule below, the said R.S./L.R. Dag No. 43 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon And (3) the Third Property, i.e. land classified as sali (agricultural) measuring 2.9442 (two point nine four four two) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. Dag No. 73, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part III of the 1st Schedule below, the said R.S./L.R. Dag No. 73 being delineated and demarcated on the Plan annexed hereto and bordered in colour **Red** thereon **And** (4) the Fourth Property, i.e. land classified as sali (agricultural) measuring 0.7777 (zero point seven seven seven seven) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. Dag No. 85, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part IV of the 1st Schedule below, the said R.S./L.R. Dag No. 85 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon And (5) the Fifth Property, i.e. land classified as sali (agricultural) measuring 3.2784 (three point two seven eight four) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. Dag No. 86, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part V of the 1st Schedule below, the said R.S./L.R. Dag No.-86 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon, together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors 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.24,03,335/- (Rupees twenty four lac three thousand three hundred and thirty five) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.



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- 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:** 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, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have 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 Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, 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 have been handed over by the Vendors 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, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant that the Purchaser and its successors-in-interest and 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.



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- 8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, 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 and assigns by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation:** The Vendors declare that the Purchaser's shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake to cooperate with the Purchaser in all respect for causing 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.
- 8.8 **Further Acts:** The Vendors hereby covenant that the Vendors 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 Purchaser and/or its 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.

#### 1<sup>st</sup> Schedule Part I (First Property)

Land classified as sali (agricultural) measuring 1.0558 (one point zero five five eight) decimal, more or less, out of 19 (nineteen) decimal, being a portion of R.S./L.R. Dag No. 34, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. Dag No. 34 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North: By R.S./L.R. Dag Nos. 35 and 36

On the East: By R.S./L.R. Dag Nos. 32 and 33

On the South : By R.S./L.R. Dag No. 41

On the West: By R.S./L.R. Dag Nos. 37 and 38

# Part II (Second Property)

Land classified as *sali* (agricultural) measuring 1.2221 (one point two two two one) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 43 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:



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On the North

: By R.S./L.R. Dag No. 42

On the East

: By R.S./L.R. Dag No. 44

On the South

: By R.S./L.R. Dag Nos. 66 and 67

On the West

: By R.S./L.R. Dag No. 40

#### Part III (Third Property)

Land classified as *sali* (agricultural) measuring 2.9442 (two point nine four four two) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Pam Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, the said *Dag* No. 73 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By R.S./L.R. Dag Nos. 39 and 40

On the East

: By R.S./L.R. Dag No. 72

On the South

: By R.S./L.R. Dag No. 75

On the West

: By Road

#### Part IV (Fourth Property)

Land classified as *sali* (agricultural) measuring 0.7777 (zero point seven seven seven seven) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 85 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By R.S./L.R. Dag No. 79

On the East

By R.S./L.R. Dag No. 86

On the South

: By R.S./L.R. Dag No. 84

On the West

: By Road



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#### Part V (Fifth Property)

Land classified as sali (agricultural) measuring 3.2784 (three point two seven eight four) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. Dag No. 86, recorded in L.R. Khatian No. 1352/1, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said Dag No. 86 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By R.S./L.R. Dag No.71

On the East

: By R.S./L.R. Dag Nos.70 and 87

On the South

: By portion of land belonging to Mouza Khas Mallick

On the West

: By R.S./L.R. Dag Nos. 79 and 85

#### 2nd Schedule (Said Property) [Subject matter of Sale]

Land classified as *sali* (agricultural) measuring 1.0558 (one point zero five five eight) decimal, more or less, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part I** of the **1st Schedule** above.

Land classified as *sali* (agricultural) measuring 1.2221 (one point two two two one) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part II** of the **1st Schedule** above.

Land classified as *sali* (agricultural) measuring 2.9442 (two point nine four four two) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Pam Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part III** of the **1st Schedule** above.

Land classified as *sali* (agricultural) measuring 0.7777 (zero point seven seven seven seven) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part IV** of the **1st Schedule** above.



Andl. District Sub-Registrar Buriour, South 24 Parganas

Land classified as *sali* (agricultural) measuring 3.2784 (three point two seven eight four) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. *Dag* No. 86, recorded in L.R. *Khatian* No. 1352/1, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part V** of the **1st Schedule** above.

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Hariharpur	34	1352/1	19	1.0558	Jeetendra Nath Dey
Hariharpur	43	1352/1	22	1.2221	Jeetendra Nath Dey
Hariharpur	73	1352/1	53	2.9442	Jeetendra Nath Dey
Hariharpur	85	1352/1	14	0.7777	Jeetendra Nath Dey
Hariharpur	86	1352/1	59	3.2784	Jeetendra Nath Dey
			Total	9.2782	



Addl, Discict Sub-Registrar Sentri pr. South 24 Parganas

0 | MAR 2013

9.	Execution	and	Delivery
J.	Lincoution	-	Denvery

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

[Subhas Chandra Dey]	[Sanjib Kumar Dey]
Karuna Kana Dey]	[Ruby Dey alias Rubirani Dey nee Ghosh]
[Dipan Dey]	Prativa Ghosal.  [Prativa Ghosal nee Dey]
Billika Basak nee Dey] [Vene	

**Browse Merchants Private Limited** 

[Authorized Signatory]
[Purchaser]

Witnesses:
Signature: Achirla Ghosal Signature: Bopi Monkol
Name: Achinta Ghosal Name: Soupi Konfol
Father's Name & Amodende Ghow Father's Name: arithro pola Korlow
Address: WILL P.O. Mallexpur Address: MI - Bour Whi D.O - Johindayou
P.S. Barus par. pos sonar pur cat-145



Addl. District Sub-Registrar Pauriour, South 24 Parganas

.01 MAR 2013

#### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.24,03,335/-(Rupees twenty four lac three thousand three hundred and thirty five) towards full and final payment of the Total Consideration for sale of the Said Property described in the 2<sup>nd</sup> Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
By Pay Order vide No.371833	61.03.2013	AXIS Bank Ltd.	343333 . 33	Subhas Chandra Dey
By Pay Order vide No. 3718 34	01.03.13	AXIS Bank Ltd.	34333333	Sanjib Kumar Dey
By Pay Order vide No. 3718 35	01.03.13	AXIS Bank Ltd.	343333 · 33	Karuna Kana Dey
By Pay Order vide No. 3718 36	H. 03.13	AXIS Bank Ltd.	260000,00	Ruby Dey alias Rubirani Dey nee Ghosh
By Pay Order vide No.	01.63.13	AXIS Bank Ltd.	8 3333 - 33	Dipan Dey
By Pay Order vide No.3+183+ 3718 37	01:03:2013	AXIS Bank Ltd.	<b>3</b> 2 3333 ·33	Prativa Ghosal nee Dey
By Pay Order vide No. 3718 38	01.03.13	AXIS Bank Ltd.	343333 - 33	Bithika Basak nee Dey
By Pay Order vide No. 3718 39	01.03.13	AXIS Bank Ltd.	343333 - 33	Juthika Mitra nee Dey
		Total	24,03,335/-	

Sublash cha m [Subhas Chandra Dey]

[Sanjib Kumar Dey]

[Ruby Dey alias Rubirani Dey nee

Ghosh]



Addl. District Sub-Registrar Pauripur, South 24 Parganas

Signature Achinter Ghosal Signature Bopi Mondol.

Name: Achinter Ghosal Name: Bopi Mondoc.



Acci. District Sup-Registrar Souriour, South 24 Parganas

### SPECIMEN FORM TEN FINGER PRINTS

SI No.	Signature of the executants and/or purchaser Presentants					
					The state of the s	
	1	Little	Ring	Middle (Left	Fore Hand)	Thumb
A 12	milean hattrehary					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
	6					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Priation ghosal.					9
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle • (Left	Fore Hand)	Thumb
020	Tirka Bosak					
		Thumb	Fore	Middle (Right	Ring Hand)	Little



Addl. District Sub-Registrar Bouriour, South 24 Parganas

1 MAR 2013

# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants				₩	
	Carrie	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Tuthika Mitra.					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
l	Sanjib kumar puy,					
	. , ,	Thumb	Fore	Middle (Right	Ring Hand)	Little
	The state of the s	Little 2	Ring	Middle (Left	Fore Hand)	Thumb
Sa	illad Chang	<b>y</b>				
		Thumb	Fore	Middle (Right	Ring Hand)	Little



0 1 MAR 2013

# SPECIMEN FORM TEN FINGER PRINTS

SI No.	Signature of the executants and/or purchaser Presentants					
		Xasuma Mark				
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Karuna Kara Dest					
	Dey	Thumb	Fore	Middle (Right	Ring Hand)	Little
		. 4/5				
	Note on	Little	Ring	Middle (Left	Fore Hand)	Thumb
~	cipan sy					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
				<b>3</b>		
	Rubi szami De Ghosn					
		Thumb	Fore	Middle (Right	Ring Hand)	Little



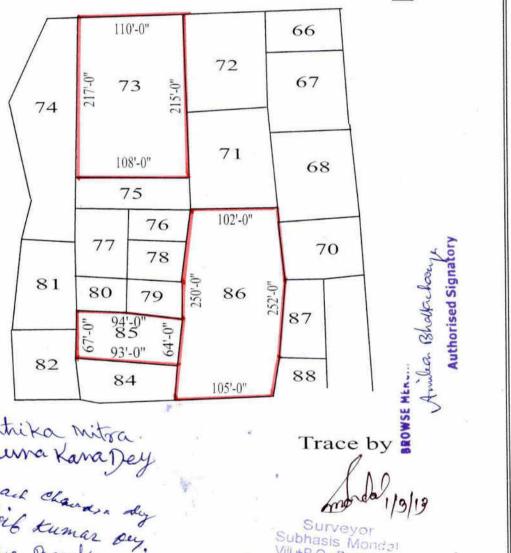
Adal, District Sub-Registrar Bauriour, South 24 Parganas

#### SITE PLAN

SHOWING THE POSITION AT MOUZA - HARIHARPUR, J.L. NO. 11, UNDER HARIHARPUR GRAMPANCHAYAT, P.S. - BARUIPUR, DIST. - SOUTH 24 PARGANAS.

R.S. & L.R. DAG NO.	LAND AREA	PURCHASE AREA
73	53DEC	18DEC
85	14DEC	04DEC
86	59DEC	20DEC





Jultika Mitra.
Karuwa Kana Dey
Sachael Chanas dy
Sanjib tumas dy
Bitula Basak
Pration GhosalRubi rami De Ghosh

Subhasis Mondal Vill.+P.O.-Begamput P.S.-Baruipur, Dist.-24 Pgs. (2) Regn. No.- JLS/422 of 2011

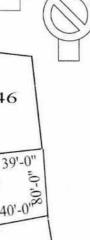


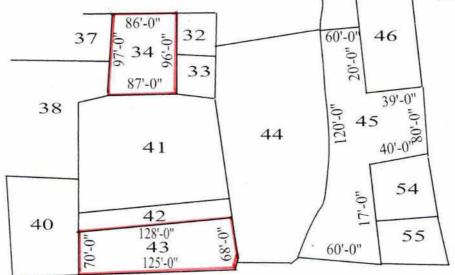
Addl. Distric Sub-Registrar Bauripur, South 24 Parganas

### SITE PLAN

SHOWING THE POSITION AT MOUZA - HARIHARPUR, J.L. NO. 11, UNDER HARIHARPUR GRAMPANCHAYAT, P.S. - BARUIPUR, DIST. - SOUTH 24 PARGANAS.

R.S. & L.R. DAG NO.	LAND AREA	PURCHASE AREA
34	19DEC	06DEC
43	22DEC	08DEC





Karuna Kana Dely Sanjek scumar duy. Sulhat Charter buy

Suther Co.

Basak

Priativa Basak

Priativa Shosal.

De ghosh

Tutti ka mitoa.

Trace by

Surveyor Subhasis Mondal Vill.+P.O.- Begampur P.S.-Baruipur, Dist.-24 Pgs. (S) Regn. No.- JLS/422 of 2011

BROWSE MERCHANTS PRIVATE LIMITED

Amilea Bhatrachory Authorised Signatory



Addl. District Sub-Registrar Bauripur, South 24 Parganas



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

Endorsement For Deed Number: I - 03154 of 2013

(Serial No. 02385 of 2013)

#### On 01/03/2013

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

Presented for registration at 21.50 hrs on :01/03/2013, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 01/03/2013 by

- 1. Subhas Ch. Dey, son of Lt. Jeetendra Nath Dey, Village: Hariharpur Dey Para, Thana: -Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Cultivation
- 2. Sanjib Kr. Dey, son of Lt. Jeetendra Nath Dey, Village:Hariharpur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Cultivation
- 3. Karuna Kana Dey, wife of Lt. Kartik Ch. Dey, Village: Hariharpur, Thana: -Baruipur, District: -South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- 4. Ruby Dey Alias Rubirani Dey Alias Ghosh, wife of Lt. Sameer Kr. Dey , Village: Hariharpur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 5. Dipan Dey, son of Lt. Sameer Kr. Dey , Village: Hariharpur, Thana: -Baruipur, District: -South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Cultivation
- 6. Prativa Ghosal Alias Prativa Dey, daughter of Jeetendra Nath Dey, Village:Hariharpur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 7. Bithika Basak Alias Bithika Dey, daughter of Jeetendra Nath Dey, Village:Paschim Kundarali, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 8. Juthika Mitra Alias Juthika Dey, daughter of Jeetendra Nath Dey, Village: Vidyasagar Sarani, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- Anirban Bhattacharya Authorized Signatory, Browse Merchants Pvt. Ltd., 99a, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-16. , By Profession : Business

Identified By Bapi Mondal, son of Krishno Pada Mondal, Village:Baruli, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

> ( Panchali Munshi ) ADDITIONAL DISTRICT SUB-REGISTRAR

On 06/03/2013

Certificate of Market Value(WB PUVI rules of 2001)

( Panchali Munshi ) ADDITIONAL DISTRICT SUB-REGISTRAR

08/04/2013 12:08:00

EndorsementPage 1 of 2



.



# Government Of West Bengal

Office Of the A.D.S.R. BARUIPUR District:-South 24-Parganas

# Endorsement For Deed Number : I - 03154 of 2013

(Serial No. 02385 of 2013)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,48,335/-

Certified that the required stamp duty of this document is Rs.- 122427 /- and the Stamp duty paid as: Impresive Rs.- 10/-

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 08/04/2013

#### 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/-

#### Payment of Fees:

Amount by Draft

Rs. 26935/- is paid , by the draft number 754731, Draft Date 12/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/04/2013

(Under Article: A(1) = 26928/-, E = 7/- on 08/04/2013)

#### **Deficit stamp duty**

Deficit stamp duty Rs. 122427/- is paid, by the draft number 754722, Draft Date 12/03/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 08/04/2013

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR

( Panchali Munshi ) ADDITIONAL DISTRICT SUB-REGISTRAR

08/04/2013 12:08:00

**EndorsementPage 2 of 2** 





## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 8 Page from 1499 to 1522 being No 03154 for the year 2013.



(Panchali Munshi) 09 April-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARUIPUR
West Bengal