

U-120/11

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 032034

Q 10937/11

MT. Rs. 1,80,00,000/-

Certified that the Document is subject to Registration. The Signature and the endorsement shall be valid to the extent and on the part of the Document.

Subscribed and sworn to before me at Kolkata

11.7.11

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this 7/11... day of June Two Thousand Eleven (2011) BETWEEN SMT. SHUBRA TALWAR w/o Sri Bipin Kumar Talwar by creed Hindu, by occupation - Land Holder of 431, Lake Gardens, P.S. Lake

3196 09/11 2011

5.11.11

Kolkata - 700045, hereinafter called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and assigns) of the **ONE PART.**

A N D

DJSS REALTY PVT LTD a company registered under the companies Act 1956 having its registered office at 2, Row Land Row, P.S Bhowanipore, Kolkata-700020 represented by one of its Directors **SRI SUVAJIT BISWAS** S/o.Sri Kalyan Biswas residing at A-17, Diamond Park, P.S Thakurpukur, Kolkata-700104 hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the **OTHER PART.**

WHEREAS originally one Nipandra Chandra Das was the owner and was in possession and enjoyment of 2 acres 60 Decimals of land recorded in C.S. Dag No 512, under Khatian No 417, Mouza Haspukuria and his name was duly recorded in the revisional record of right.

AND WHEREAS while the said Nripandra Chandra Das was in possession and enjoyment of the aforesaid property he by a registered Deed of Sale dated 3/2/1961 sold conveyed and transferred, undivided $\frac{1}{2}$ share of the land to Mr. Sajjan Kumar Paras Ramta. The said Deed of Sale was registered in the office of Sub-Registrar Behala and recorded in Book No 1, being no 488. for the year 1961

Shubha Talwar.

AND WHEREAS on the same day i.e on 3/2/1961. The said Nripandra Chandra Das by another Deed of Sale sold , conveyed transferred the remaining undivided share of land to Smt Chandra Debi Chaudhuri the said Deed of Sale was registered in the Office of the Sub Registrar Behala ~~for recorded in Book No. 1, Volume No. 36, pages 138 to 145, being no 2034 for the year 1966 at the Sub Registrar Alipore and Behala.~~



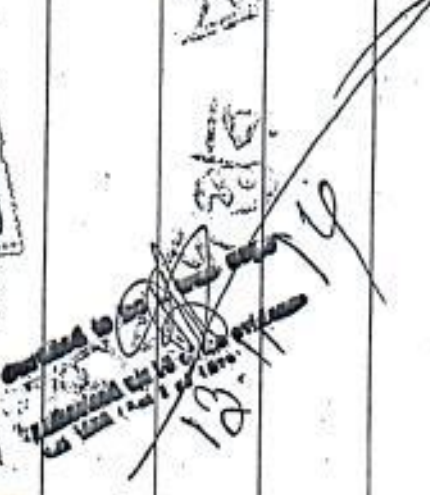
~~(AND WHEREAS)~~

AND WHEREAS by an amicable partition the said Sajjan Kumar Paras Ramka and Smt Chandra Debi Chaudhuri amicably partitioned their aforesaid property and by the said amicable partition Mr. Sajjan Kumar Paras Ramka got in his shar 3 Bighas 19 Cottahs 9 Chittaks being the southern portion out of the entire property.

AND WHEREAS by a registered Deed of Conveyance dated 20/04/1966 the said Sajjan Kumar Paras sold, conveyed and transferred all that 3 bighas 19 Cottahs 9 Chittaks demarcated land to Smt. Kusum Debi Paras Ramka. The said Deed of Sale was recorded in Book No. 1, Volume No 36, pages 138 to 145, being no 2034 for the year 1966 at the Sub Registrar Alipore and Behala.

AND WHEREAS after acquiring right, title and interest in the manner aforesaid the said Smt Kusum Debi Paras Ramka sold demarcated portion of land measuring 1 Bigha 16 Cottahs 10 Chittaks on the front portion from his entire property by four Deeds to 1) Organic Dies and Intermediate Manufacturing Company 2) Smt. Pooja Goenka 3) Sri Asish Goenka 4) Sri Prakash Koyri with the irrevocable right to use the passage alongwith the Vendor on the Southern side for ingress and egress to and from their property having a width of 14 ft starting with the

Shubha Talwar

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|---|----------------------|--|-------------------|--|-------------------------------|--|
| L & LR WD | জেলা - দাখন ২৪-পরগনা | | অতিরিক্ত নং- ৩১১৬ | | [১৬০৪০৭১] | |
| | মৌজা - চাঁলতপুর | | জে.এল.নং- ৭৯ | | খানা - বিষ্ণুপুর | |
| (১) রাজস্ব - ০.০০ টাকা | | | | | | |
| (২) জমির মোট পরিমাণ - ১.২৮ একর (৩) মোট দাগের সংখ্যা - ৩ | | | | | | |
| (৪) অত্রখত্তের দখলকারের বিবরণ | | | | | | |
| L & LR WD | নাম | ডি জে এস এস রিপ্রেসেণ্ট প্রাইভেট লিমিটেড | | নাম | | |
| | পিতা/স্বামী** | | | | | |
| | ঠিকানা | ২ রাউলিয়াপাড়া রোড কালং-৭০০০২০ | | | | |
|  | | | | | | |
| (৭) অত্রখত্তের নিম্ন দখলীর জমি : | | | | | | |
| L & LR WD | দাগ নম্বর | জমির শ্রেণী | মন্তব্য | দাগের মোট পরিমাণ | দাগের মধ্যে অত্র খত্তের | দাগের মধ্যে অত্র- খত্তের জমির অংশের পরিমাণ |
| | | | | একর | অংশ | একর |
| | ২ | ডাঙা | ৪(৩)এ খত্ত প্রদান | ০.২৯ | ০.৬৪৯০ | ০.১৯ |
| | ৪ | শালি/পুস্কর | | ০.৬৮ | ০.৬১১৮ | ০.৪২ |
| | ১০ | শালি | | ০.৩০ | ০.৬৩১৭ | ০.৪৭ |
|  | | | |  | | |
| দাগের মোট সংখ্যা | | টন দাগ | | ১.২৮ | | |
| Appl. Fee: Rs.10, Authentication Fee: 1 x Rs.10 = Rs.10, Total: Rs.20 | | | | | | |

Diamond Harbour Road upto the gate of Organic Dies and Intermediate Manufacturing Company.

AND WHEREAS after selling out the aforesaid demarcated portion of property the said Kusum Debi Parasramka was in possession and enjoyment of remaining 2 bigha 2 Cottahs of Sali land.

AND WHEREAS by a registered Deed of Conveyance dated 10/04/1962 recorded in Book No 1, Volume No 31, pages 103 to 106, being no 1543 for the year 1962 registered at the Office of the District Registrar at Alipore. The said Subal Chandra Mondal sold, conveyed, transferred 2.04 acres of Sali land recorded in C.S. Dag no 2, 4, 14 under Khatian no 86, Mouza Daulatpur P.S. Bishnupur to Smt. Kusum Debi Parasramka.

AND WHEREAS in the manner aforesaid the said Smt. Kusum Debi Parasramka became the owner of all that 8 Bighas, 4 Cottahs in Mouza Haspukuria and Mouza Daulatpur.

AND WHEREAS on Kadu Bibi, wife of Nemai Sk. purchased 2.04 acres of Sali land adjacent to the "A" schedule property by two separate purchase Deeds, half from Ainal Sardar, duly executed and registered at Bishnupur Sub Registry Office on 30th October, 1926 and another half share from Erian Sardar duly executed and registered at Bishnupur Sub Registry Office on 5th March, 1928 and her name has been duly recorded in C.S. Khatian No 86, comprising Dag Nos 2,4, and 14 Mouza Daulatpur, P.S. Bishnupur and while in possession and enjoyment thereof as sole owner, she died intestated leaving behind her two sons, Kalu Sk. and Manu Sk. who inherited the said 2.04 acres of Sali land. There was no other legal heirs of Kadu Bibi ;

AND WHEREAS said Kahu Sk. and Manu Sk. declared to sell the said 2.04 acres of Sali land , and one Sri Subal Chandra Mondal son of late Haripada Mondal purchased the same by a Deed of Conveyance duly executed and registered on 9th April, 1960 at the office of the Sub-Registrar at Bishnupur and recorded in Book No.1, Volume No. 30, pages from 218 to 222, being no. 3406 for the year 1960.

AND WHEREAS while the said Smt Kusum Devi Parasramka , wife of Shri Raj Kumar Parasramka had been enjoying the right , title interest and possession in respect of her demarcated land as per L.R record appertaining to R.S dag No. 512, under R.S Khatian no.417 corresponding to L.R dag No. 716,717,,718 and 719 under L.R Khatian No. 232/1 in Mouza Haspukuria, Pargana -Khaspur, P.S Thakurpukur, R.S No. 36, J.L No. 20, sold conveyed and transferred the same to one Smt Shubha Talwar , wife Sri Bipin Kumar Talwar , the present Vendor herein by virtue of a Deed of Conveyance , which was registered in the office of the DSE-IV at Alipore on 11.4.1997 and duly recorded in Book No.1, Volume No. 38, pages 385 to to 394, being no. 3408 and for the year 1998.

AND WHEREAS while the said Smt Shubha Talwar wife of Sri Bipin Kumar Talwar had been enjoying the right , title , interest and possession in respect of her remaining land measuring more or less 02 Bighas 02 Kattahi.e 42 Kattah appertaining to R.S Dag No. 512 under R.S Khatian No. 417 in Mouza- Haspukuria, Pargana Khaspur, , P.S Thakurpukur, R.S No. 36, J.L No. 20 had built a common road measuring an area more or less 13 kattah 9 chittaks 2 sq.ft (Said common road is marked as Yellow in colour

in the Plan annexed herein) for all types of easements rights including free ingress and egress in favour of Vendor and 'Gurukul Vidya Mandir Secondary School' appertaining to R.S dag No 512 under R.S Khatian No. 417 in Mouza Haspukuria and the said common road was existing towards west to east direction and thus the said Smt Shubha Talwar , wife of Sri Bipin Kumar Talwar, the Vendor herein had been enjoying the right , title , interest and possession in respect of the net demarcated land measuring more or less 22 Kattah 10 chittaks 12 Sq.ft appertaining to R.S Dag No. 512 under R.S Khatian No. 417 in Mouza- Haspukuria, Pargana Khaspur, , P.S Thakurpukur, R.S No. 36, J.L No. 20 , corresponding to LR Dag No. 716, 717, 718 and 719 under L.R Khatian No. 232/1 in Mouza Haspukuria, Pargana -Khaspur, P.S Thakurpukur, District 24 Parganas (S) is morefully mentioned in the SCHEDULE -A PROPERTY.

AND WHEREAS one SMT. SHUBHA TALWAR, wife of Shri Bipin Kumar Talwar was the owner of the SCHEDULE-B property by virtue of purchase from one SMT. KUSUM DEVI PARASRAMKA, wife of Shri Raj Kumar Parasramka wife of Shri Raj Kumar Parasramka in respect of demarcated "PLOT B" marked land measuring more or less 3 Cottah 6 Chittaks 32 sq.ft, comprising in R.S. Dag No 2, 4, and 14 under R.S. Khatian No 86 in Mouza Deulatpur, Pargana -Khaspur, P.S Thakurpukur, R.S. No -341, J.L. No 79, by virtue of same Deed of Conveyance which was registered in the office of the DSR - IV, Alipore on 11/04/1997 and duly recorded in Book Book No 1, Volume No -38, pages in written 385 to 394, being no 3408 and for the year 1998.

AND WHEREAS while the said SMT. SHUBHA TALWAR, wife of Shri Bipin Kumar Talwar had been enjoying the right, title and interest and possession in respect of her purchased land measuring more or less 2.04 acres i.e 06 Bighas 03 Cottahs 06 Chittaks 32 sq.ft, comprising in R.S. Dag No 2, 4 and 14 under R.S. Khatian No . 86 in Mouza Daulatpur, Pargana Khaspur P.S Bishnupur, R.S. No -341, J.L. No 79, mutated her name before the E.L & L.R.O authority as absolute owner in respect of aforesaid property vide reference M. Case No 316/2001 and Memo No S-I /383/B/S/5/99 dated 20/08/2001 and she has been paying khazna regularly before concern authority.

AND WHEREAS thus the said SMT. SHUBHA TALWAR wife of Shri Bipin Kumar Talwar became the absolute owner of 2.04 acres i.e 06 Bighas 03 Cottahs 06 Chittaks 32 sq.ft, comprising in R.S. Dag No 2, 4 and 14 under R.S. Khatian No . 86 in Mouza Daulatpur, Pargana Khaspur P.S Thakurpukur, R.S. No -341, J.L. No 79 District 24 Parganas (South)

AND WHEREAS while the said SMT. SHUBHA TALWAR wife of Shri Bipin Kumar Talwar had been enjoying the right, title and interest and possession in respect of her demarcated purchased land measuring more or less 22 Cottah 10 Chittaks 12 Sq.ft appertaining to R.S. Dag No 512 under R.S. Khatian No 417 in Mouza- Haspukuria , Pargana Khaspur P.S Thakurpukur, R.S. No -36, J.L. No 20, corresponding to L.R. Dag No - 716, 717, 718 and 719 under L.R. Khatian No - 232/1 in Mouza - Haspukuria , P.S Thakurpukur District 24 parganas South in the SCHEDULE - A- PROPERTY and while the said SMT. SHUBHA TALWAR, wife of Shri Bipin Kumar Talwar had been enjoying the right , title and

interest and possession in respect her another demarcated purchased land measuring more or less 77 Cottah 8 Chittaks 26 Sq.ft appertaining to R.S. Dag Nos 2, 4 and 14 under R.S. Khatian No 86 in Mouza Daulatpur, Pargana Khaspur, P.S. Thakurpukur, R.S. No 341, J.L. No 79, corresponding to 2, 4 and 14 under L.R. Khatian No 2172 in Mouza - Haspukuria, P.S Thakurpukur, District 24 Parganas South which is also morefully mentioned in the SCHEDULE B PROPERTY.

The Vendor has decided to sell out and transfer the demarcated SCHEDULE- A & B PROPERTY measuring more or less 22 Cottah 10 Chittaks 12 sq.ft marked as SCHEDULE A AND 77 Cottahs 8 Chittaks 26 sq.ft marked as SCHEDULE B altogether 100 Cottahs 2 Chittaks 38 sq.ft of land (" SCHEDULE A & B PROPERTY") appertaining to R.S. Dag No 512 under khatian no 417 in Mouza - Haspukuria Pargana Khaspur, P.S. Thakurpukur, P.S. NO - 36, J.L. No 20 corresponding to L.R. Dag No - 716, 717, 718, and 719 under L.R. Khatian No - 232/1 and also comprising in R.S. Dag No 2, 4 and 14 under R.S. Khatian No - 2172 respectively and thus Purchasers have agreed to purchase the said demarcated SCHEDULE A & B PROPERTY measuring more or less 65 Bighas 0 Cottah 2 Chittaks 38 sq.ft i.e 100 Cottah 2 Chittaks 38 sq.ft of land and hereinafter called the said land at a price of Rs. 1,80,00,000/- (Rupees One Lakh Eighty Crores only) which is free from all encumbrances, charges, mortgages, disputes, dependences, acquisitions, requisitions, alignments.

AND WHEREAS the Vendor has assured and represented unto the purchasers as follows:

- 1) The Vendor is having permanent transferable right in the said land (i.e Schedule A & B property) and are absolutely seized and possessed of and / otherwise well and sufficiently entitled to the and and are entitled to deal with and transfer the said land (i.e Schedule A & B property) without any restriction, dispute, denial, claim or obligation from any body else.
- 2) The said demarcated land (i.e Schedule A & B property) is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisition , requisitions and alignments.
- 3) The Vendor has duly paid all rates, land revenues, municipal taxes including all other impositions and / or outgoings payable in respect of her land upto the date of execution of the Deed of Conveyance."
- 4) The Vendor has not received and is not aware of any notice of acquisition or requisition or alignments of the said land (i.e Schedule A & B property) or any part thereof and no suit or proceeding relating to the said land (i.e Schedule A & B property) has been initiated and / or is pending before any court of law and the said land (i.e Schedule A & B property) are free from any lispendences.
- 5) The Vendor has not entered into any agreement with any third party for sale or otherwise any type of transaction in respect of the schedule land (i.e Schedule A & B property) or any portion thereof.
- 6) The schedule land (i.e Schedule A & B property) have not been given for agriculture purpose to any * CHASI, "BAGCHASI" and / or any * JOTEDAR".

- 7) That the schedule land (i.e Schedule A & B property) are Sali in nature and will be used for cultivation purposes *only*.
- 8) The Vendor hereby also granting easement rights fro free ingress and egress including right to air and light, right to surface and underground water , right to flow of stream of water, right to drainage and sewerage in respect of common road which is connected with the main Diamond Harbour Road through the 14 feet wide common passage on the western side as shown in the " YELLOW" border in the plan attached herein and the Vendor has hereby agreed to grant such easement right to the Purchasers herein.

AND WHEREAS relying on the said assurances and representation of the Vendor and believing the same to be correct and true, after searching all the court of Law, Registration Offices all Government Offices and also examining all the original and certified copy of deeds, and being fully satisfied in all respect whatsoever and having no other queries from the vendor, the Purchasers have agreed to complete the Purchase of the schedule land (i.e Schedule A & B property) and pay the consideration money to the vendor herein and have conveyance thereof.

NOW THIS INDENTURE WITNESSES

That in pursuance of the said agreement and in consideration of the said sum of Rs 1,80,00,000/- (Rupees One Lakh Eighty Crore only) paid by the purchasers to the Vendor at the time of execution of these presents (the receipt of which the Vendor hereby admit and acknowledge).

The Vendor hereby sell, convey, transfer, grant , assure and assign to and unto the Purchasers the SAID LAND (i.e Schedule A & B property) fully described in the schedule hereunder written and hereinafter and before called the " SCHEDULE LAND" (i.e Schedule A & B property) TOGETHER WITH all the legal incidents therof AND also deeds, pattas and porchas, title deeds exclusively relating thereto AND also with all rights, privileges, easements , rents, issued and profits and yield thereof AND all the estate right , title and interest, property claim and demand whatsoever of the Vendor into and upon the schedule land AND all other benefits and rights appertaining thereto AND various rights in all approaches, paths , passages thereto TOGETHER WITH all rights , liberties, privileges , easements and quasi easements whatsoever at law and in equity to and unto the Purchaser TO HAVE AND TO HOLD the same absolutely and forever as transferable estate in fee simple in possession, free from all encumbrances charges, mortgages, acquisitions, requisitions, alignments, lispences whatsoever but subject to payment of annual land revenue (khazana) thereof now to the Government of West Bengal free from all encumbrances , trusts, liens, charges and attachments.

THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS as follows:

- 1) That the right title and interest in the schedule land of the said premises which the Vendor do hereby profess to transfer and that the Vendor has the absolute right, full power and absolute authority to grant , sell , convey ,

transfer unto the Purchasers, ownership entitlements, rights, title and interest in the said demarcated land together with the benefits and rights in the manner aforesaid including rights to easements thereof in the manner aforesaid.

- 2) That after purchasing the said land, the purchasers shall have the absolute authority to sell, transfer, assign, mortgage and / or let out the said demarcated land or any part thereof and the Purchasers shall have the right to mutate their names in respect of the schedule land (i.e Schedule A & B property) and to construct building or buildings with the prior sanction or approval of the concerned authority.
- 3) That it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon to hold use and enjoy the schedule land (i.e Schedule A & B property) and every thereof and to receive rents , issues and profits thereof without any part interruption, disturbances , claim or demand whatsoever from or by the Vendor and her predecessor in title or any person or persons claiming through under or in trust for the Vendor and free and clear from and against all manner of encumbrances , mortgages , charges , trusts , liens and attachments whatsoever.
- 4) That the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers and from time to time make do , acknowledge , execute and perform all such further and / or other lawful and reasonable acts, deeds , matters and things

whatsoever for further better and more perfectly assuring the said premises together with the benefits and rights hereby granted unto the Purchasers as in the manner aforesaid.

- 5) That the Vendor has not done any act, deed or thing or made any grant whereby or by reason whereof the transfer of land hereby made and the rights of the Purchasers hereunder may be prejudicially affected.
- 6) That the Purchasers having fully satisfied regarding the Vendor right, title and interest, possession of the said land has agreed to purchase the said property.
- 7) That if any error or omission in the recital of the Deed of Conveyance, transpires at a later date, the Vendor at the cost and request of the Purchasers shall do and execute or cause to be done or executed any SUPPLEMENTARY DEED OR DEED OF DECLARATION OR DEED OF RECTIFICATION whatsoever in favour of the Purchasers.

SCHEDULE - "A" PROPERTY

ALL THAT piece or parcel of land physically found measuring more or less 22 Cottah 10 Chittaks 12 sq.ft situated within Mouza - Haspukur, appertaining to R.S. Dag No 512 and R.S. khatian No 417, pargana khaspur, R.S. No - 36, J.L. No - 20, corresponding to L.R. Dag No - 716, 717, 718 and 719 under L.R. Khatian NO - 232/ 1, Police Station - Thakurpukur under Joka - II Gram Panchayet, District 24 Parganas South together with right to use of common passage marked as YELLOW VERGE connected from Diamond Harbour Road through 14 ft wide front common passage as per plan attached herein including all rights, title, interest,