

06600

I 4456/13



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 537774

11. 8  
 S. No. 14/172/13  
 6/8/13

... that the document is subject to registration, the signature sheet and the endorsement sheets attached with the document are part of this document.

*[Signature]*  
 ...  
 ...

06 AUG 2013

CONVEYANCE

1. Date: 6<sup>th</sup> August 2013
2. Place: Kolkata
3. Parties:

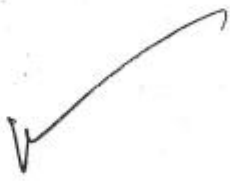
4/263

10 JUL 2013

NO. .... VICTOR MOSES & CO.  
 Sold to ..... Solicitors & Advocates.  
 Address 6, Old Post Office Street  
 Kolkata-700 001  
 No. *deep*  
 A. BANERJEE  
 L.S. VENDOR (O.S.)  
 HIGH COURT, KOLKATA-700 001



*Banner purkait.*  
 BARUN PURKAIT  
 S/o, PRAHALAD PURKAIT  
 VILL: DAULATPUR  
 P.S. BISHNUPUR  
 24 P.S (S)  
 BUSINESS





06 AUG 2013

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 06600 / 2013, Deed No. (Book - I , 06456/2013)**

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Siddhartha Mukherjee District:-South 24-Parganas, WEST BENGAL, India,	 06/08/2013	 LTI 06/08/2013	<i>Siddhartha Mukherjee</i> 06/08/2013

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Palash Naskar Address -District:-South 24-Parganas, WEST BENGAL, India,	Self	 06/08/2013	 LTI 06/08/2013	<i>Palash Naskar</i>
2	Anup Kumar Purkait Address -District:-South 24-Parganas, WEST BENGAL, India,	Self	 06/08/2013	 LTI 06/08/2013	<i>Anup K. Purkait</i>
3	Swapan Naskar Address -District:-South 24-Parganas, WEST BENGAL, India,	Self	 06/08/2013	 LTI 06/08/2013	<i>Swapan Naskar</i>
4	Siddhartha Mukherjee Address -District:-South 24-Parganas, WEST BENGAL, India,	Self	 06/08/2013	 LTI 06/08/2013	<i>Siddhartha Mukherjee</i>

**Name of Identifier of above Person(s)**  
 Barun Purkait  
 Daulatpur, Thana:-Bishnupur, District:-South  
 24-Parganas, WEST BENGAL, India,

Signature of Identifier with Date

*Barun purkait*  
6.8.13



(Ashoke Kumar Biswas)  
 DISTRICT SUB-REGISTRAR-IV  
 Office of the D.S.R. - IV SOUTH 24-PARGANAS



Government Of West Bengal  
Office Of the D.S.R. - IV SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 06456 of 2013  
(Serial No. 06600 of 2013 and Query No. 1604L000014172 of 2013)

On 06/08/2013

**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, 4 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 10137/- is paid , by the draft number 374930, Draft Date 05/08/2013, Bank Name State Bank of India, BEHALA, received on 06/08/2013

( Under Article : A(1) = 10098/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/08/2013 )

**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.-9,18,750/-

Certified that the required stamp duty of this document is Rs.- 45948 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 45948/- is paid , by the draft number 374929, Draft Date 05/08/2013, Bank : State Bank of India, BEHALA, received on 06/08/2013

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

Presented for registration at 11.50 hrs on :06/08/2013, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Siddhartha Mukherjee ,Claimant.

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

Execution is admitted on 06/08/2013 by

1. Palash Naskar  
Managing Director, P A Developers Pvt Ltd, Daulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104.  
, By Profession : Business
2. Anup Kumar Purkait  
Director, P A Developers Pvt Ltd, Daulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104.  
, By Profession : Business
3. Swapan Naskar  
Director, P A Developers Pvt Ltd, Daulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104.  
, By Profession : Business



*(Handwritten signature)*

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV



**Government Of West Bengal**  
**Office Of the D.S.R. - IV SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

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**Endorsement For Deed Number : I - 06456 of 2013**  
**(Serial No. 06600 of 2013 and Query No. 1604L000014172 of 2013)**

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4. Siddhartha Mukherjee  
Director, Thyone It Solutions Pvt Ltd, 119 Bhupen Roy Rd, Thana:-Behala, District:-South 24-Parganas,  
WEST BENGAL, India, Pin :-700034.  
, By Profession : Business

Identified By Barun Purkait, son of Prahalad Purkait, Daulatpur, Thana:-Bishnupur, District:-South  
24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

- 3.1 **P A DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having **PAN No. AAFCP7324J**, having its registered office at Village Daulatpur, Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas, being represented by its Managing Director Sri Palash Naskar, son of Sri Bimal Naskar, as well as Directors Sri Anup Kumar Purkait, son of Sri Bikash Purkait and Sri Swapan Naskar, son of Late Bholanath Naskar, (**Vendor**, includes successors-in-interest)

And

- 3.2 **THYONE IT SOLUTIONS PVT. LTD.**, a company incorporated under the Companies Act, 1956, having **PAN No. AAECT6585C**, having its registered office at 119, Bhupen Roy Road, Kolkata-700 034, Police Station Behala, being represented by its director Siddhartha Mukherjee, son of Ashutosh Mukhopadhyay, (**Purchaser**, includes successors-in-interest)

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** Undivided *sali* land measuring 7.50 (seven point five zero) decimal, equivalent to 4 (four) *cottah* and 9 (nine) *chittack*, more or less, comprised in R.S./L.R. *Dag* No. 49, recorded in L.R. *Khatian* No. 2147, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within *Kulardari Gram Panchayet*, District South 24 Parganas (**Said Property**) delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** 2 feet wide land on road side for drain **and 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.

**5. 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 Haripada Pailan:** Haripada Pailan was the absolute owner of land measuring 74 (seventy four) decimal, more or less, comprised in R.S. *Dag* No. 49, , *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, District South 24 Parganas (**Mother Property**).
- 5.1.2 **Sale to Jogendra Nath Porel And Others:** By a Deed of Conveyance dated 5th April, 1941, registered in the Office of the Sub-Registrar, Bishnupur, South 24 Parganas, in Book No.I, Volume No. 15, at Pages 42 to 43, being Deed No. 1082 for the year 1941 Haripada Pailan sold

to Jogendra Nath Porel, Hiralal Porel and Muktaram Porel (collectively **Jogendra Nath Porel And Others**) the entirety of the Mother Property, each of them having an undivided 1/3rd (one-third) share therein. And accordingly, the names of Jogendra Nath Porel And Others were recorded in the records of Revisional Settlements, vide R.S. *Khatian* No. 556.

- 5.1.3 **Demise of Jogendra Nath Porel:** Jogendra Nath Porel, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his wife Rajubala Porel, 5 (five) sons, namely, (i) Laxmikanta Porel, (ii) Tarak Porel, (iii) Shankar Porel, (iv) Nishikanta Porel and (v) Joyanta Porel and 2 (two) daughters, namely, (i) Bimala Mondal nee Porel and (ii) Amala Mondal nee Porel as his only legal heirs and heiresses (collectively **Legal Heirs Of Late Jogendra Nath Porel**) who inherited the entirety of the undivided 1/3rd (one-third) share of Late Jogendra Nath Porel in the Mother Property, each of them having the following share therein:

Names of Legal Heirs Of Late Jogendra Nath Porel	Area Inherited
Rajubala Porel	3.084 decimal
Laxmikanta Porel	3.084 decimal
Tarak Porel	3.084 decimal
Shankar Porel	3.084 decimal
Nishikanta Porel	3.084 decimal
Joyanta Porel	3.084 decimal
Bimala Mondal nee Porel	3.084 decimal
Amala Mondal nee Porel	3.084 decimal
<b>Total</b>	<b>24.67 decimal</b>

- 5.1.4 **Demise of Hiralal Porel:** Hiralal Porel, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his wife Shitala Bala Porel, only son Dulal Porel and 3 (three) daughters, namely, (i) Angur Bala Mondal nee Porel, (ii) Asta Hazra nee Porel and (iii) Ruma Dhar nee Porel, as his only legal heirs and heiresses (collectively **Legal Heirs Of Late Hiralal Porel**) who inherited the entirety of the undivided 1/3rd (one-third) share of Late Hiralal Porel in the Mother Property, each of them having the following share therein:

Names of Legal Heirs Of Late Hiralal Porel	Area Inherited
Shitala Bala Porel	4.934 decimal
Dulal Porel	4.934 decimal
Angur Bala Mondal nee Porel	4.934 decimal
Asta Hazra nee Porel	4.934 decimal
Ruma Dhar nee Porel	4.934 decimal
<b>Total</b>	<b>24.67 decimal</b>

- 5.1.5 **Demise of Muktaram Porel:** Muktaram Porel, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his wife Sailabala Porel, 2 (two) sons, namely, (i) Rakhali Porel and (ii) Gopal Porel and 4 (four) daughters, namely, (i) Minu Das nee Porel, (ii) Arati Mondal nee Porel, (iii) Sandhya Mondal nee Porel and (iv) Jyotsna Porel, as his only legal heirs and heiresses (collectively **Legal Heirs Of Late Muktaram Porel**) who inherited the entirety of the undivided 1/3rd (one-third) share of Late Muktaram Porel in the Mother Property, each of them having the following share therein:

Names of Legal Heirs Of Late Muktaram Porel	Area Inherited
Sailabala Porel	3.524 decimal
Rakhali Porel	3.524 decimal
Gopal Porel	3.524 decimal
Minu Das nee Porel	3.524 decimal
Arati Mondal nee Porel	3.524 decimal
Sandhya Mondal nee Porel	3.524 decimal
Jyotsna Porel	3.524 decimal
<b>Total</b>	<b>24.67 decimal</b>

- 5.1.6 **Ownership of Rajubala Porel And Others:** In the aforesaid circumstances, (i) Rajubala Porel, (ii) Laxmikanta Porel, (iii) Tarak Porel, (iv) Shankar Porel, (v) Nishikanta Porel, (vi) Joyanta Porel, (vii) Bimala Mondal, (viii) Amala Mondal, (ix) Shitala Bala Porel, (x) Dulal Porel, (xi) Angur Bala Mondal, (xii) Asta Hazra, (xiii) Ruma Dhara, (xiv) Sailabala Porel, (xv) Rakhali Porel, (xvi) Gopal Porel, (xvii) Minu Das, (xviii) Arati Mondal, (xix) Sandhya Mondal and (xx) Jyotsna Porel (collectively **Rajubala Porel And Others**) became the absolute owners of the Mother Property, each of them having their respective share therein.
- 5.1.7 **First Sale to Ashutosh Mukhopadhyay:** By a Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. 1, Volume No. 44, at Pages 415 to 426, being Deed No. 4091 for the year 1996, Asta Hazra nee Porel and Ruma Dhar nee Porel, both being the Legal Heirs Of Late Hiralal Porel sold to Ashutosh Mukhopadhyay land measuring 9.87 (nine point eight seven) decimal, more or less, out of the Mother Property (**First Part of Mother Property**).
- 5.1.8 **Second Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 19th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. 1, Volume No. 44, at Pages 427 to 438, being Deed No. 4092 for the year 1996, Dulal Porel and Angur Bala Mondal nee Porel, both being the Legal Heirs Of Late Hiralal Porel sold to Ashutosh Mukhopadhyay land measuring 9.87 (nine point eight seven) decimal,



more or less, out of the Mother Property (**Second Part of Mother Property**).

- 5.1.9 **Third Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 44, at Pages 439 to 450, being Deed No. 4093 for the year 1996, Arati Mondal nee Porel, Sandhya Mondal nee Porel and Jyotsna Porel, all being the Legal Heirs Of Late Muktaram Porel sold to Ashutosh Mukhopadhyay land measuring 10.57 (ten point five seven) decimal, more or less, out of the Mother Property (**Third Part of Mother Property**).
- 5.1.10 **Fourth Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 19th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 44, at Pages 451 to 462, being Deed No. 4094 for the year 1996, Rajubala Porel and Amala Mondal nee Porel, all being the Legal Heirs Of Late Jogendra Nath Porel sold to Ashutosh Mukhopadhyay land measuring 6.17 (six point one seven) decimal, more or less, out of the Mother Property (**Fourth Part of Mother Property**).
- 5.1.11 **Fifth Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 42, at Pages 315 to 326, being Deed No. 4095 for the year 1996, Nishikanta Porel, Joyanta Porel and Bimala Mondal nee Porel, all being the Legal Heirs Of Late Jogendra Nath Porel sold to Ashutosh Mukhopadhyay land measuring 9.25 (nine point two five) decimal, more or less, out of the Mother Property (**Fifth Part of Mother Property**).
- 5.1.12 **Sixth Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 42, at Pages 327 to 338, being Deed No. 4096 for the year 1996, Rakhai Porel, Gopal Porel and Minu Das nee Porel, all being the Legal Heirs Of Late Muktaram Porel sold to Ashutosh Mukhopadhyay land measuring 10.57 (ten point five seven) decimal, more or less, out of the Mother Property (**Sixth Part of Mother Property**).
- 5.1.13 **Seventh Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 42, at Pages 339 to 350, being Deed No. 4097 for the year 1996, Sitala Bala Porel, being one of the Legal Heirs Of Late Hiralal Porel sold to Ashutosh Mukhopadhyay land measuring

4.93 (four point nine three) decimal, more or less, out of the Mother Property (**Seventh Part of Mother Property**).

- 5.1.14 **Eighth Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. 1, being Deed No. 3057 for the year 1996, Sailabala Porel, being one of the Legal Heirs Of Late Muktaram Porel sold to Ashutosh Mukhopadhyay land measuring 3.52 (three point five two) decimal, more or less, out of the Mother Property (**Eighth Part of Mother Property**).
- 5.1.15 **Ninth Sale to Ashutosh Mukhopadhyay:** By another Deed of Conveyance dated 6th September, 1995, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. 1, Volume No. 32, at Pages 297 to 308, being Deed No. 3058 for the year 1996, Laxmikanta Porel, Tarak Porel and Shankar Porel, all being the Legal Heirs Of Late Jogendra Nath Porel sold to Ashutosh Mukhopadhyay land measuring 9.25 (nine point two five) decimal, more or less, out of the Mother Property (**Ninth Part of Mother Property**).
- 5.1.16 **Ownership of Ashutosh Mukhopadhyay:** Thus, Ashutosh Mukhopadhyay became the absolute owner of the Mother Property [comprising of the First Part of Mother Property, Second Part of Mother Property, Third Part of Mother Property, Fourth Part of Mother Property, Fifth Part of Mother Property, Sixth Part of Mother Property, Seventh Part of Mother Property, Eighth Part of Mother Property and Ninth Part of Mother Property].
- 5.1.17 **Sale to Bimal Chanda:** By a Deed of Conveyance dated 4th February, 1997, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas in Book No. 1, Volume No. 4, at Pages 383 to 396, being Deed No. 308 for the year 1997, Ashutosh Mukhopadhyay sold to Bimal Chanda land measuring 7.5 (seven point five) decimal, equivalent to 4 (four) *cottah* and 9 (nine) *chittack*, more or less, together with 2 feet wide land on road side for drain out of the Mother Property, being the **Said Property**.
- 5.1.18 **Records of Rights:** Bimal Chanda recorded his name in the records of the Land Reforms Settlements vide L.R. *Khatian* No. 2147 with respect to the Said Property.
- 5.1.19 **Sale to Vendor:** By a Deed of Conveyance dated 1st March, 2011, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas in Book No. 1, CD Volume No. 4, at Pages 856 to 882, being Deed No. 01129, for the year 2011, Bimal Chanda sold to the Vendor the entirety of the Said Property.
- 5.1.20 **Absolute Ownership of Vendor:** In the aforesaid circumstances, the Vendor has become the absolute owner of the Said Property.

- 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 declare 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 whatsoever 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:** the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuffers*, 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.
- 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.

## 7. Transfer

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the **Schedule** below, being undivided *sali* land measuring 7.50 (seven point five zero) decimal, equivalent to 4 (four) *cottah* and 9 (nine) *chittack*, more or less, comprised in R.S./L.R. *Dag* No. 49, recorded in L.R. *Khatian* No. 2147, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within *Kulardari Gram Panchayet*, District South 24 Parganas **together with** 2 feet wide land on road side for drain **and 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.9,18,750/- (Rupees Nine Lakhs Eighteen Thousand Seven Hundred Fifty 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:

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 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 (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.
- 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 and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule  
(Said Property)**

Undivided *sali* land measuring 7.50 (seven point five zero) decimal, equivalent to 4 (four) *cottah* and 9 (nine) *chittack*, more or less, comprised in R.S./L.R. *Dag* No. 49, recorded in L.R. *Khatian* No. 2147, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within *Kulardari Gram Panchayet*, District South 24 Parganas **together with** 2 feet wide land on road side for drain, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and the said *dag* is butted and bounded as follows:

**On the North** : By 2 ft wide drain  
**On the East** : By R.S. *Dag* No. 49 (P)  
**On the South** : By R.S. *Dag* No. 49 (P)  
**On the West** : By R.S. *Dag* No. 49 (P)

**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.

9. Execution and Delivery

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

<p><i>Palash Naskar</i> P. A. DEVELOPERS PVT. LTD. Managing Director.</p>	<p><i>Anup Kumar Purkait</i> P. A. DEVELOPERS PVT. LTD. Director.</p>
<p><i>Swapan Naskar</i> P. A. DEVELOPERS PVT. LTD. Director.</p>	
<p>(P A DEVELOPERS PRIVATE LIMITED) Sri Palash Naskar (Managing Director), Anup Kumar Purkait &amp; Swapan Naskar(Directors)</p>	
<p>[Vendor]</p>	
<p>THYONE IT SOLUTIONS PVT. LTD. <i>Siddhartha Mukherjee</i> Director.</p>	
<p>(THYONE IT SOLUTIONS PVT. LTD.) Siddhartha Mukherjee (Director)</p>	
<p>[Purchaser]</p>	

Witnesses:

Signature *Barun Purkait*  
Name BARUN PURKAIT  
Father's Name Prabhalad Purkait  
Address Vill: Daulatpur  
P.S. Bishnupur, 24 G/S (S)

Signature *Ramkamal Datta*  
Name RAMKAMAL DATTA  
Father's Name Late Surjya Kr Datta  
Address 33/4, M. B. Road  
Kal-60

Drafted by:

*Atangir Raza Adv*  
*Alipore Judges Court*  
*Kal-27*

## Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.9,18,750/- (Rupees Nine Lakhs Eighteen Thousand Seven Hundred Fifty 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.)
Chq. No. 019712	06/11/13	UBI, Bahala Br.	9,18,750/-
		<b>Total</b>	<b>9,18,750.00</b>

P. A. DEVELOPERS PVT. LTD.

Palash Naskar  
Managing Director.

P. A. DEVELOPERS PVT. LTD.

Swapan Naskar  
Director.

P. A. DEVELOPERS PVT. LTD.

Anup K. Purkait  
Director.

(P A DEVELOPERS PRIVATE LIMITED)

Sri Palash Naskar (Managing Director), Anup Kumar Purkait  
& Swapan Naskar (Directors)

[Vendor]

## Witnesses:












Signature Baerun Purkait

Name \_\_\_\_\_

Signature Ram Kamal Datta












Name \_\_\_\_\_



		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name ..... P. A. DEVELOPERS PVT. LTD. ....

Signature ..... *Manoj K. Kulkarni* .....  
 Managing Director.

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ..... P. A. DEVELOPERS PVT. LTD. ....

Signature ..... *Anoop K. Kulkarni* .....  
 Director.

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ..... P. A. DEVELOPERS PVT. LTD. ....

Signature ..... *Swapan Naskar* .....  
 Director.

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ..... SIDDHARTHA MUKHERJEE .....  
 Signature ..... *Siddhartha Mukherjee* .....



~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

06 AUG 2013

SITE PLAN OF LAND AT MOUZA DAULATPUR  
R.S. DAG NO. 49 . P.S. - BISHNUPUR , DIST 24 PGS (S)

THYONE IT SOLUTIONS PVT LTD  
*Siddhartha Mukherjee*  
DIRECTOR

P. A. DEVELOPERS PVT. LTD.  
*Deep Joshi*  
Director.

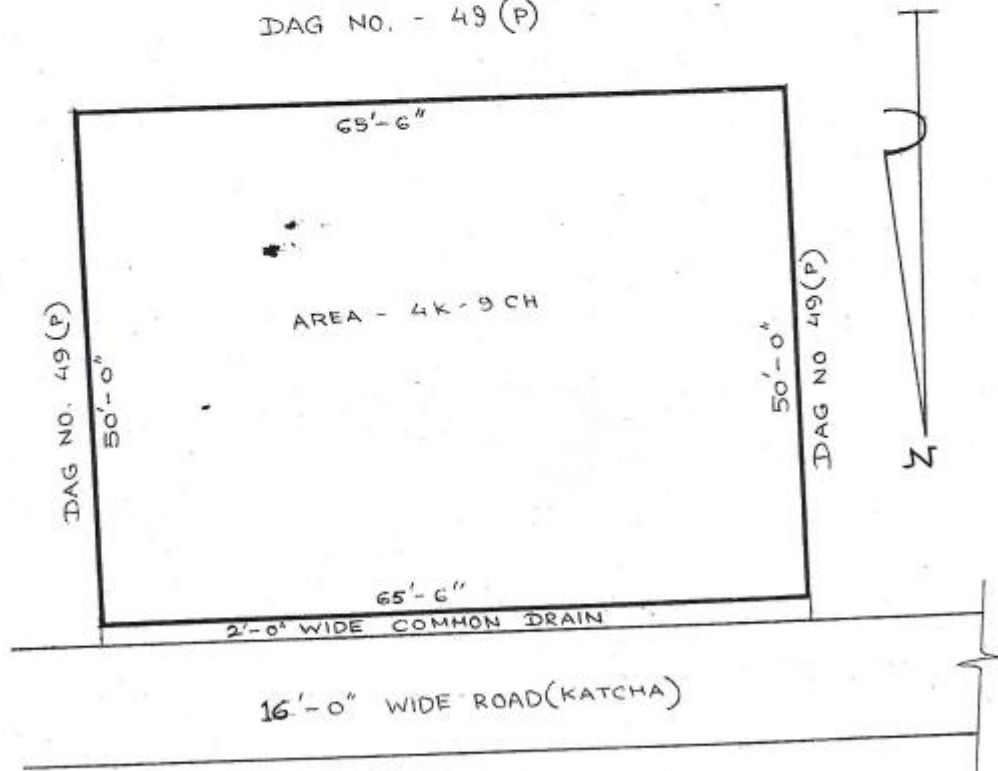
AREA OF LAND 4 K - 9 CH . 0 SFT  
SHOWN IN RED BORDER

P. A. DEVELOPERS PVT. LTD.  
*Parash Srivastava*  
Managing Director.

P. A. DEVELOPERS PVT. LTD.

*Swatan Naskar*  
Director.

DAG NO. - 49 (P)





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~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~

06 AUG 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 33  
Page from 2926 to 2944  
being No 06456 for the year 2013.



(Ashoke Kumar Biswas) 06-August-2013  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal