

12300

KDH/56

111085

Saha & Ray

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

13AA 527983

M.V.: Rs. 15,00,000/-

9 No. 21/260/21.59

21453/12

NFC case 1077/12

Certified that the documents admitted to registration, the signature sheet and the endorsement sheets attached with the this document are the part of this document

Addl District Sub Registrar
Barrackpore, 24 Pgs (N)

30 OCT 2012

CONVEYANCE

Jiban Krishna Deo

1. Date: 18th October, 2012

2. Place: Kolkata / Barrackpore

3. Parties:

3.1 Jiban Krishna De, son of Late Kanai Lal De, residing at 96, Marlidhar Pally, Post Office Sodepure, Police Station Khardah, Kolkata-700110, District North 24 Parganas

21287



Rajesh K. Agarwal.

18.10.2012

29 SEP 2012

L. S. V.
High Court A.S.

DEVPUJAN REAL ESTATE PRIVATE LIMITED



Rajesh Kumar Agarwal.
Director/Authorized Signatory

18-10-2012

4364



Biban Krishna Deo

18.10.2012

4365



Rajit Kumar Agastha

18.10.2012

4366

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Barrackpore, North 24 Pgs.

18 OCT 2012



Darna Paul

18.10.2012

4367

Sudip Dutta Chowdhury
S/o - Dipu Dutta Chowdhury
Madhyam, Grem, Dakshin palli (S)
KOL-129
Bachchan

3.2 **Aparna Paul**, daughter of **Narendra Chandra Paul**, residing at C34, Sundiya Housing Estate, Kadamtala, Post Office Jagaddal, Police Station Jagaddal, PIN-743125, District North 24 Parganas

3.3 **Ranjit Kumar Majumder**, son of **Late Nepal Chandra Majumder**, residing at 31, Maridhar Pally, Post Office Sodepure, Police Station Khardah, Kolkata-700110, District North 24 Parganas

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

And

3.4 **Devpujan Real Estate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101 Park Street, Police Station Park Street, Kolkata-700016, represented by its authorized signatory, **Rajesh Agarwal**, son of **Omprakash Agarwal**, of 2nd Floor, 101 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:** Land classified as *basti* (homestead) measuring 5.5785 (five point five seven eight five) decimal [equivalent to 3.375 (three point three seven five) *cottah*], more or less, out of 29 (twenty nine) decimal **together with** R.T. Shed measuring 100 (one hundred) square feet, being the portion of R.S. *Dag* No. 737, corresponding L.R. *Dag* No. 1661, recorded in L.R. *Khatian* No. 1067, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the Said Property being Plot No. 4 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**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 Said Property:** Ashoke Kumar Baishya was the recorded owner of the Said Property, free from all encumbrances.

5.1.2 **Sale to Vendors:** By a Deed of Conveyance in Bengali Language (*Kobala*) dated 18th May, 2011, registered in the Office of the Additional District Sub-Registrar, Barackpore, in Book No. 1, CD Volume No. 16, at Pages 3092 to 3103, being Deed No. 04619 for the year 2011, Manik Baishya sold, conveyed and transferred the




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entirety of the Said Property to the Vendors, free from all encumbrances and for the consideration mentioned therein.

- 5.1.3 **Absolute Ownership of Vendors:** In the circumstances mentioned above, the Vendors have become the undisputed and absolute owners of the Said 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.
- 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, *debuttar*, 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.

Gibran Krishna Das

Sasana Paul
Ry
Rajit Kumar Choudhury




Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

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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/Transfer of Rights:** Maa Amba Infrastructure Private Limited, having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendors and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendors and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendors directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

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 **Schedule** below, being, land classified as *bastu* (homestead) measuring 5.5785 (five point five seven eight five) decimal [equivalent to 3.375 (three point three seven five) *cottah*], more or less, out of 29 (twenty nine) decimal **together with** R.T. Shed measuring 100 (one hundred) square feet, being the portion of R.S. *Dag* No. 737, corresponding L.R. *Dag* No. 1661, recorded in L.R. *Khatian* No. 1067, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the Said Property being Plot No. 4 is 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.15,00,000/- (Rupees fifteen lac) 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.

4








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Barrackpore, North 24 Parganas

18 OCT 2012

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, *debuttar*, 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, outgoing 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.

[Signature]
[Signature]
 By

[Signature] *[Signature]*
 Jiban Krishna Das Rajat Kumar Choudhary




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Barrackpore, North 24 Parganas

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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 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 co-operate 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.

**Schedule
(Said Property)**

Land classified as *basti* (homestead) measuring 5.5785 (five point five seven eight five) decimal [equivalent to 3.375 (three point three seven five) *cottah*], more or less, out of 29 (twenty nine) decimal **together with** R.T. Shed measuring 100 (one hundred) square feet, being the portion of R.S. *Dag* No. 737, corresponding L.R. *Dag* No. 1661, recorded in L.R. *Khatam* No. 1067, *Mouza Patulia*, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the Said Property being Plot No. 4 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North : By Plot No. 5
On the East : By Plot No. 3
On the South : By Plot No. 2
On the West : By Road

Periphery of Said Property

On the North : 50 (fifty) feet + 41 (forty one) feet
On the East : 27 (twenty seven) feet and 6 (six) inch
On the South : 91 (ninety one) feet


 By
 Jiban Krishna Das Smt. Anu Choudhary




Addl. Dist. Sub-Registrar
Ramackpore, North 24 Parganas

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On the West

1. 25 (twenty five) feet and 6 (six) inch

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.

9. Execution and Delivery

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

Jiban Krishna De

[Jiban Krishna De]

Aparna Paul

[Aparna Paul]

Ranjit Kumar Majumder

[Ranjit Kumar Majumder]
[Vendors]

(Rajesh Kumar Agrawal.)
(RK Agrawal)

[Devpujan Real Estate Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted by:

Jautush Chaudhuri
Advocate
High Court Calcutta

Witnesses:

Signature: *[Signature]*

Name: Sudip Dutta Chowdhury

Father's Name: Delip Dutta Chowdhury

Address: Madhyam gram, Burdwan

Post(s) Kol-700129

Signature: *Tesher Kanti Mitra*

Name: TUSHAR KANTI MITRA

Father's Name: LATE S. N. MITRA

Address: ADVOCATE

BARROCKPORE COURT




Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.15,00,000/-** (**Rupees fifteen lac**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By P.O. No. 364032/P	18.10.12	Axis Bank Ltd.	5,00,000/-
By P.O. No. 364031/P	18.10.12	Axis Bank Ltd.	5,00,000/-
By P.O. No. 364030/P	18.10.12	Axis Bank Ltd.	5,00,000/-
		Total	15,00,000/-

Jiban Krishna De

[Jiban Krishna De]

Aparna Paul

[Aparna Paul]

Ranjit Kumar Majumder

[Ranjit Kumar Majumder]
[Vendors]

Witnesses:


Signature *[Signature]*

Name: Sudip Dutta Chowdhury

Signature *Tushar Kanti Mitra*

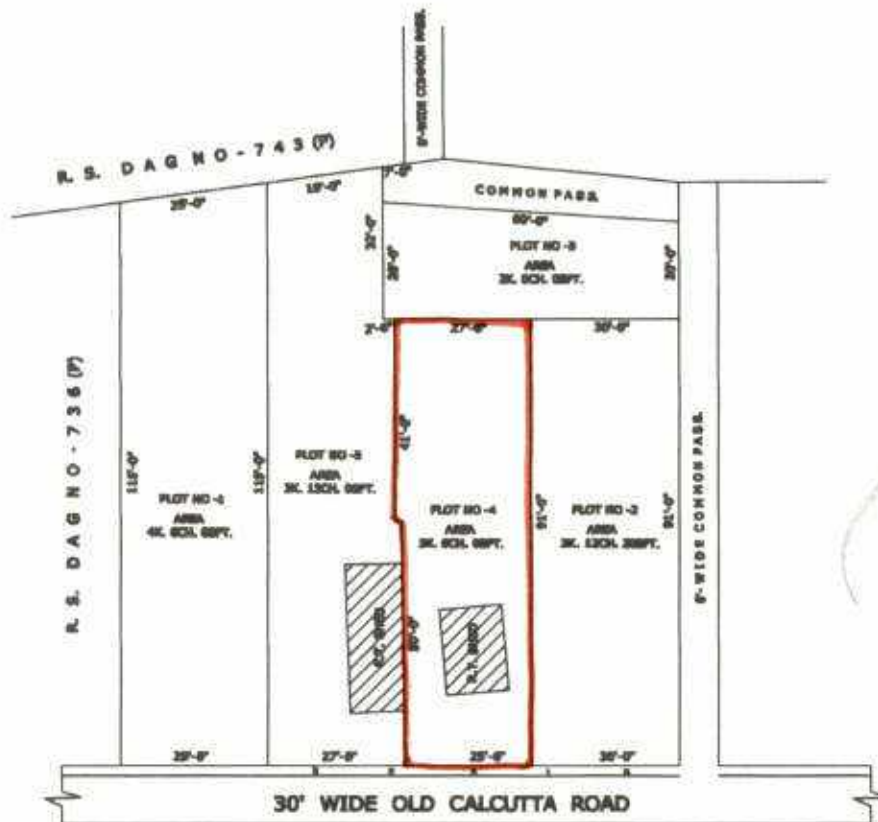
Name: TUSHAR KANTI MITRA




Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012

Total Area in Dag No.737 is 29 Decimal



Fiber Krishan Day

Harold Paul

Rijst kan degenen

DEVPUJAN REAL ESTATE PRIVATE LIMITED

Rajesh Kumar
Agarwal
NAME & SIGN


(RKAzum)

Director/Authorised Signatory

NAME & SIGNATURE OF THE PURCHASER/S.:

SHOWN THUS:




Addl. Dist. Sub-Registrar
Ramnagpore, North 24 Parganas

18 OCT 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
---------	--



R. K. Singh

R. K. Singh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



R. K. Singh

R. K. Singh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



R. K. Singh

R. K. Singh






















Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				




Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants									
						Little	Ring	Middle (Left Hand)	Fore	Thumb
										
						Little	Ring	Middle (Left Hand)	Fore	Thumb
										
						Little	Ring	Middle (Left Hand)	Fore	Thumb
										



Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012



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

Endorsement For Deed Number : I - 11085 of 2012
(Serial No. 12300 of 2012)

On

Payment of Fees:

On 18/10/2012

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

Presented for registration at 19.30 hrs on :18/10/2012, at the Private residence by Rajesh Agarwal
Claimant.

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

Execution is admitted on 18/10/2012 by

1. Jiban Krishna De, son of Lt. Kanai Lal De , 96 Marlidhar Pally, Thana:-Khardaha, P.O. :-Sodepur
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700110, By Caste Hindu, By Profession :
Others
2. Aparna Paul, daughter of Narendra Ch. Paul , Kadamtala, Thana:-Jagaddal, P.O. :-Jagaddal
District:-North 24-Parganas, WEST BENGAL, India, Pin :-743125, By Caste Hindu, By Profession :
House wife
3. Ranjit Kumar Majumder, son of Lt. Nepal Ch. Majumder , Marlidhar Pally, Thana:-Khardaha, P.O.
:-Sodepur ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700110, By Caste Hindu, By
Profession : Others
4. Rajesh Agarwal
Authorized Signatory, Devpujan Real Estate Pvt. Ltd., 101 Park Street, Thana:-Park Street, P.O. :-
District:-Kolkata, WEST BENGAL, India, Pin :-700016.
By Profession : Business

Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Bankim Pally, Thana:-Barasat,
P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By
Profession: Business.

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 30/10/2012

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.-15,00,000/-

Certified that the required stamp duty of this document is Rs.- 90020 /- and the Stamp duty paid as:
Impresive Rs.- 20/-

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 31/10/2012

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



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

Endorsement For Deed Number : I - 11085 of 2012
(Serial No. 12300 of 2012)

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 Cash

Rs. 16503.00/-, on 31/10/2012

(Under Article : A(1) = 16489/- ,E = 14/- on 31/10/2012)

Deficit stamp duty

Deficit stamp duty

1. Rs. 46000/- is paid, by the draft number 708143, Draft Date 25/10/2012, Bank Name State Bank of India, BARACKPORE RLYSTN, received on 31/10/2012
2. Rs. 44010/- is paid, by the draft number 708165, Draft Date 31/10/2012, Bank Name State Bank of India, SEWLI SAB, received on 31/10/2012

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2

Dated this 18th day of October, 2012

Between

Jiban Krishna De & Ors.
... Vendors

And

Devpujan Real Estate Private Limited
... Purchaser

CONVEYANCE

Plot No. 4
Portion of R.S. Dag No. 737
L.R. Dag No. 1661
Mouza Patulia
Police Station Khardah
District North 24 Parganas


Saha & Ray

Advocates.
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 1526 to 1540
being No 11085 for the year 2012.




(Subhas Chandra Majumdar) 01-November-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal