

2756

BTN/143

I - 3092/2014



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

79AA 323867

Certified that the document is admitted to registration. The original Sheet/Sheet's and the endorsement thereon are attached with this d

37(2)
Dis. Registrar II
24 Pgs (N) Barasat

06 MAY 2014

CONVEYANCE

1. Date: 5th MAY, 2014
2. Place: Kolkata
3. Parties

Signature

1503

Aniban Bhattacharya



1489

KALAKRITI PROPERTIES PRIVATE LIMITED
Aniban Bhattacharya
Director/Authorised Signatory

SAHA & RAY
Advocates
3A/1, 3rd Floor, Hastings Chambers
7C, Kinn Shankar Ray Road
Kolkata - 700001

NAME: _____
ADD: _____
Rs: _____

- 2 APR 2014
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, N.B. Road, Kolkata

- 2 APR 2014
- 2 APR 2014



1494



Sr. Chd. Khanna
Sr. Mohd. Ashraf
40 Sr. Rasid Ashraf
No. + A.S. - Rajarhat
Dist - 24 Pgs (N)
Business

Registrar U/S 7(2)
District Sub. Registrar II
24 Pgs (N) Barasat

05 MAY 2014

- 3.1 **Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid**, son of Haji Sekh Abdul Rasid Ahamad alias Sekh Rasid Ahamad alias Sekh Rasid Ahamad Sekh, residing at Village Bhatenda, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ACXPA2048K**)

(**Vendor**, includes successors-in-interest)

And

- 3.2 **Kalakriti Homes Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCK4451M**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(**Purchaser**, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet* (**RBGP**), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said *Dag* No.478 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 Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

5. Background, Representations, Warranties and Covenants

- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:

- 5.1.1 **Ownership of Mother Property:** Purnima Mondal was the sole owner of *inter alia* land classified as *sali* (agricultural) measuring 11.50 (eleven point five zero) decimal equivalent to 6 (six) *cottah* 15 (fifteen) *chittack* and 14.40 (fourteen point four zero) square feet, more or less, being a portion of R.S./L.R. *Dag* No.478, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Mother Property**).

Sekh Ohid Ahamad  




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U 5 MAY 2014

- 5.1.2 **Purchase of Mother Property by Vendor:** By a Deed of Sale in Bengali language (*Kobala*) dated 2nd January, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), North 24 Parganas, in Book No. I, Volume No.1, at Pages 297 to 304, being Deed No.35 for the year 1987, Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid (the Vendor herein) purchased from Purnima Mondal the entirety of the Mother Property.
- 5.1.3 **Mutation:** The Vendor got his name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. *Khatian* No.88/1, in respect of *inter alia* the entirety of the Mother Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the Mother Property. The Said Property (defined in Clause 4.1 above) is a portion of the Mother Property and the Said Property is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons 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 now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vesting and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or

S. Ohid Ahamad. B



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Mysore (N) Barasat

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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.24,39,394/- (Rupees twenty four lac thirty nine thousand three hundred and ninety four) 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, *debutter*s, 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 by Vendor:** 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, 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 covenant that the Vendor or any person claiming under the Vendor 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 claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.

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:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchaser.

S. Ahmad Muhammad



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- 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 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 successors-in-interest and/or 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 exclusively 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and every one of the aforesaid rights.
- 8.6 **No Objection to Mutation:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) 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 and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining the same and (b) 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 conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **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 its successors-in-interest and assigns, do and execute or cause to be done and executed all such

Su Abu Mohammed



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acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**Schedule
(Said Property)**

Land classified as *sali* (agricultural) measuring 5.75 (five point seven five) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.664 (twenty nine point six six four) square feet, more or less [out of 155 (one hundred and fifty five) decimal equivalent to 4 (four) *bigha* 13 (thirteen) *cottah* 12 (twelve) *chittack* and 17.712 (seventeen point seven one two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.478, recorded in L.R. *Khatian* No.88/1, *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayet*, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said *Dag* No.478 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 land belonging to R.S./L.R. *Dag* No.479
On the East : By land belonging to R.S./L.R. *Dag* No.480
On the South : By land belonging to R.S./L.R. *Dag* Nos.494, 500 and 501/716
On the West : By land belonging to R.S./L.R. *Dag* Nos.526, 527, 528, 477, 476 and 475

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

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of Land	Total Area of <i>Dag</i> (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Bhatenda	478	88/1	<i>Sali</i>	155	5.75	Sekh Ohid Ahamad <i>alias</i> Haji Sekh Ohid Ahamad <i>alias</i> Abdul Ohid
Total Area of Land Sold:					5.75	



S. Sekh Ohid



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9. Execution and Delivery

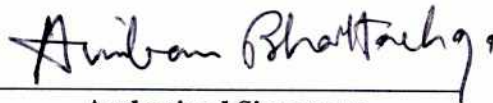
9.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.



Sekh Ohid Ahamad alias Haji Sekh Ohid Ahamad alias Abdul Ohid

[Vendor]

Kalakriti Homes Private Limited



Authorized Signatory

[Purchaser]

Drafted by:



Sourav Banerjee, Advocate

Witnesses:

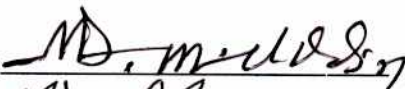
Signature 

Name Sukumar

Father's Name Sukumar

Address ...

...

Signature 

Name Md. Masroor

Father's Name Md. Asraf

Address ...

...



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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.24,39,394/- (Rupees twenty four lac thirty nine thousand three hundred and ninety four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

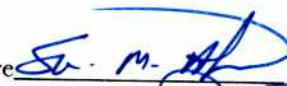
Mode	Date	Bank	Amount (Rs.)	Favouring
Pay Order No.392439	03.05.2014	Axis Bank Limited, Kolkata Branch	24,39,394/-	Sekh Ohid Ahamad <i>alias</i> Haji Sekh Ohid Ahamad <i>alias</i> Abdul Ohid
Total:			24,39,394/-	

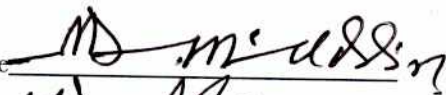


Sekh Ohid Ahamad *alias* Haji Sekh Ohid Ahamad *alias* Abdul Ohid

[Vendor]

Witnesses:

Signature 
Name Sr. Mshir Ahamad

Signature 
Name Md. Mozayezuddin



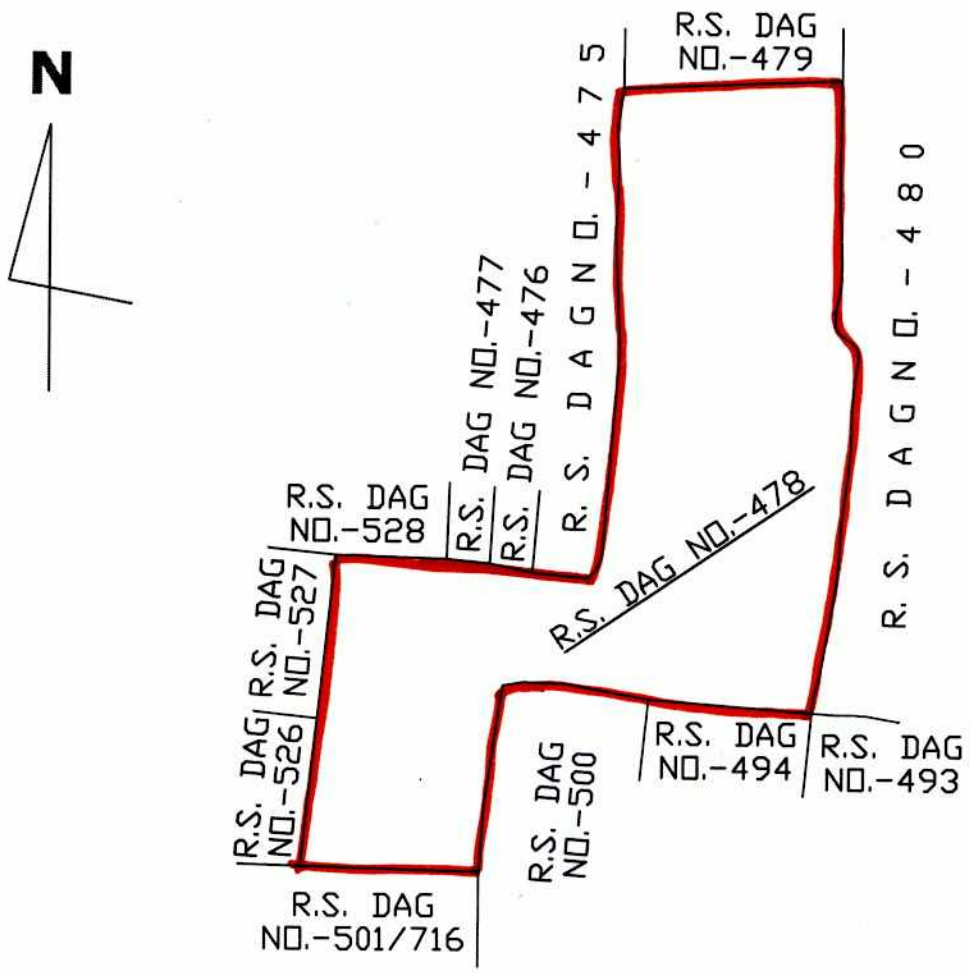
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SITE PLAN OF R.S./L.R. DAG NO.- 478, L.R. KHATIAN NO.- 536/1, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.- NORTH 24 PARGANAS.

Total Area in Dag No.478 is 155 Decimal



[Handwritten Signature]

KALAKRITI PROPERTIES PRIVATE LIMITED
[Handwritten Signature]
Director/Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 5.7500 DECIMAL OUT OF 155 DECIMAL SALI LAND IN R.S./L.R. DAG NO.- 478.


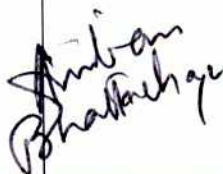
































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SPECIMEN FORM TEN FINGER PRINTS

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



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Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 03092 of 2014
(Serial No. 02756 of 2014 and Query No. 1502L000006357 of 2014)

On 05/05/2014

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

Presented for registration at 16.20 hrs on :05/05/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 05/05/2014 by

1. Sekh Ohid Ahamed Alias Haji Sekh Ohid Ahamad, son of Haji Sekh Abdul Rasid Ahamed , Bhatenda, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : Business
2. Anirban Bhattacharya
Authorized Signatory, Kalakriti Homes Private Limited(A A F C K 4451 M), 111, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Business

Identified By Sk Mohid Ahamed, son of Rasid Ahamed, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 06/05/2014

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 26868.00/-, on 06/05/2014

(Under Article : A(1) = 26829/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/05/2014)

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.-24,39,394/-

Certified that the required stamp duty of this document is Rs.- 121980 /- and the Stamp duty paid as: Impresive Rs.- 10/-

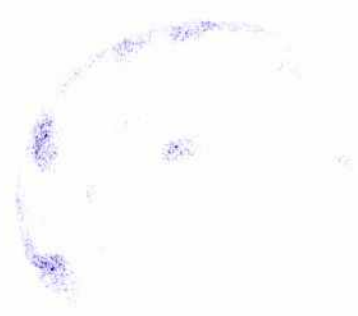


(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

06/05/2014 13:28:00

EndorsementPage 1 of 2

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Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 03092 of 2014
(Serial No. 02756 of 2014 and Query No. 1502L000006357 of 2014)

Deficit stamp duty

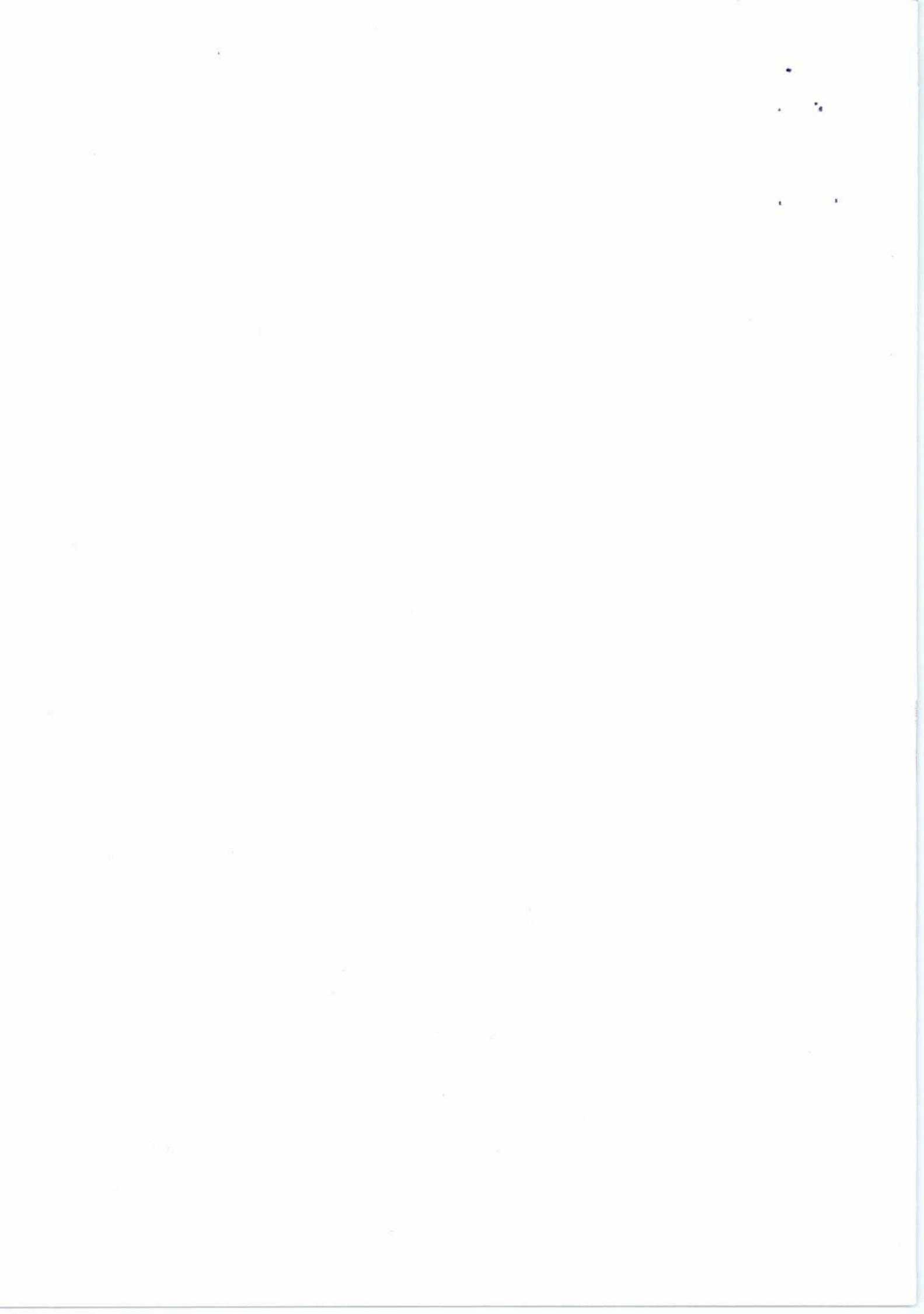
Deficit stamp duty Rs. 121990/- is paid , by the draft number 297129, Draft Date 05/05/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 06/05/2014

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 2

06/05/2014 13:28:00

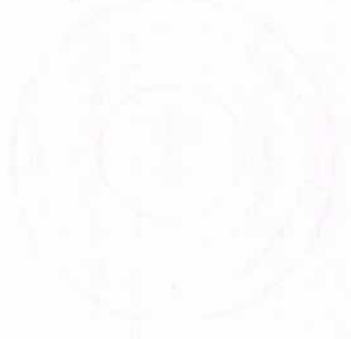


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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 1909 to 1923
being No 03092 for the year 2014.



(Sushil Kumar Roy) 13-May-2014
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal