

अन्तिर्भवका पश्चिम बंगाल WEST BENGAL

\$ 694530

Add. Dist. out- Freguetal,

@ 3 JUN 2014

Conveyance

THIS DEED OF CONVEYANCE is executed on this 2..... day of <u>JUNE</u>, 2014.

7. C. E. 2/2/1/2

R.J. Height - 10872 R.J. Ganden - 10872 R.J. Homes - 10873



1 6 APR 2014

Name: ARJUN GOPE Advocate

Address : Alipore Police Court Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS STAMP VENDOR

Alipore Police Court, Kol-27

Vendor.....

V. C. T. 1

SYMPHONIC VANIJYA PVT. LTD.

PREMLAL JAIN)

4.2.7.180688 1214

Avut Santara 5/0 et Avel dr. Saultra 44/2A, Hazra Road, Kolkata - 7000/9 P.S. Ballygunge Service



Dist: South 24 PT

BY AND BETWEEN:

(1) SHRAYANS JAIN (PAN. AEYPJ9340Q), son of Sri Premlal Jain, of 4th Floor, 1 Ganesh Chandra Avenue, Kolkata-700013, under P.S. Bowbazar and (2) SYMPHONIC VANIJYA PVT. LTD. (PAN. AAJCS4763L), a Company duly incorporated under the provisions of Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019 duly represented by its Director Mr. Premlal Jain, son of Late Madan Lal Jain, by nationality Indian of 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge, hereinafter referred to as the "VENDORS/OWNERS" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest, heirs, executors, administrators, legal representatives and assigns its successor or successors in interest and assigns) OF THE ONE PART.

AND

(1) R J GARDEN PVT. LTD. (PAN. AAFCR4973B), (2) R J HEIGHTS PVT. LTD. (PAN. AAFCR4967D), (3) R J HOMES PVT LTD (PAN. AAFCR4969P), all Companies duly incorporated under the provisions of Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge, hereinafter referred to as the "PURCHASERS" duly represented by its Director Mr. Rishi Jain, son of Premlal Jain, by nationality Indian of 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge (Which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest, heirs, executors, administrators, legal representatives and assigns its successor or successors in interest and assigns) OF THE OTHER PART.

A. Subject matter:

Sale of All That piece and parcel of undivided Sali land measuring **30 satak** out of which (1) **10 Satak** out of the total land area of Dag being 20 satak, comprised in R.S./L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527, (2) **9 Satak** out of the total land area of Dag being 19 satak, comprised in R.S./L.R. Dag No. 267/705, under L.R. Khatian No. 894, 8524/1, 8525, 8526, 8527, (3) **11 Satak** comprised in R.S./L.R. Dag No. 261, under Khatian No. 543, 310, lying and situated at Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), morefully and particularly described in "Schedule B" hereto and referred to as the "SAID LAND".



A.D.S.R.Bishnupur Dist: South 24 Pres

B. Background (Devolution of Title):

R.S./L.R. Dag No. 267; Area – 10 satak out of the total land area of Dag being 20 satak & R.S./L.R. Dag No. 267/705; Area – 9 satak out of the total land area of Dag being 19 satak:

1. By virtue of several Deed of Conveyances being Deed No. 4335/2011 recorded in Book No. I, CD Vol. No. 15, Pages 356 to 373 for the year 2011, executed in the office of D. S. R. - IV, South 24 Parganas, Deed No. 6915/2010 recorded in Book No. I, CD Vol. No. 17, Pages 5169 to 5183 for the year 2010, Deed No. 6900/2010 recorded in Book No. I, CD Vol. No. 17, Pages 4784 to 4797 for the year 2010, both executed in the office of Additional Registrar of Assurances - I, Kolkata, SHRAYANS JAIN, Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 39 Satak out of which (1) 20 Satak comprised in R.S./ L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527 and (2) 19 Satak comprised in R.S./L.R. Dag No. 267/705, under L.R. Khatian No. 894, 8524/1, 8525, 8526, 8527, situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), more fully described in Part I & II of Schedule A, herein after called as the Mother Land A & B, respectively.

R.S./ L.R. Dag No. 261, Area - 11 satak:

2. By virtue of two separate Deed of Conveyances being Deed No. 8022/2010 recorded in Book No. I, CD Vol. No. 27, Pages 4742 to 4756 for the year 2010, executed in the office of D. S. R. - IV, South 24 Parganas and Deed No. 7212/2008 recorded in Book No. I, CD Vol. No. 76, Pages 9544 to 9567 for the year 2008, executed in the office of Additional Registrar of Assurances – I, Kolkata, Symphonic Vanijya Pvt. Ltd., Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 11 Satak under Khatian No. 543 & 310, situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), more fully described in Part III of Schedule A, herein after called as the Mother Land C.



1. The Vendors herein is now desirous of selling a part of the Mother land A, B & C measuring more or less undivided 30 sataks and more fully described in Schedule B hereunder and referred hereinafter as the Said Land, absolutely and forever free from any sort of encumbrances, liens, liabilities, mortgages, charges, attachments, demands, claims and with peaceful physical khas and vacant possession to the Purchasers herein on further terms and conditions specified hereunder.

C. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- C.1. Conveyance: The Vendors hereby absolutely sell, convey and transfer unto the Purchasers herein the said land together with the rights of easement for beneficial enjoyment of the said land free from all encumbrances which the Purchaser shall have and hold forever hereafter upon payment of the consideration.
- C.2. Consideration: At or before the execution hereof, the Purchasers have paid to the Vendors the consideration of Rs. 24,00,000/- (Rupees Twenty Four Lac Only) against the sale and transfer of the said land which the Vendors accepts and acknowledges in the Receipts and Memo of Consideration hereunder.
- C.3. **Transfer:** The transfer being affected herein is a sale within the meaning of the Transfer of Property Act, 1882.
- C.4. Possession: At or before the execution hereof, the Vendors herein has handed over the khas, vacant and peaceful possession of the Said Land unto the Purchaser, and all other appurtenances, structures thereto including but not limited to rights of easements for the beneficial use of the Property, which the Purchaser shall have and hold forever hereafter.

D. Representations and Warranties of the Vendor:

- D.1. The Vendors herein has represented and warranted that they are the joint and absolute owner of the Said Land herein having a valid and marketable title thereof and upon execution and registration of this instrument they will cease to have any right title interest over the said conveyed area.
- D.2. The Vendors hereby represent and warrant that the **Said Land** is not adversely affected by ceiling limit, whether under the Urban Land (Ceiling & Regulation) Act, 1976 or any other statute.



A.D.S.R.Bishnupur Dist: South 24 Press

02 JUN 2014

- D.3. The Vendors hereby represent and warrant that the Said Land is free from all encumbrances including but not limited to lispendens, attachments, liens, charges, mortgages, trusts, debutters, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or any other statutory prohibitions.
- D.4. The Vendors hereby represent and warrant that there are no civil or criminal proceedings, including but not limited to injunction, receiver, and order of attachment pending before any Court of Law in respect of the Said Land.
- D.5. The Vendors declare and affirm that the Purchaser is fully entitled to mutate its name in all public and statutory records in respect of the Said Land.
- D.6. The Vendors hereby represent and warrant that the Vendors have not received any notice for acquisition or requisition by the government or any other statutory body or authority of whatsoever nature and shall keep the Purchaser saved harmless and indemnified to that effect.
- D.7. The Vendors hereby represent and warrant that all outgoings, levies, cess, taxes, surcharges, including any statutory taxes related to the said property have been paid by the Vendors herein, and the Vendors further undertake to pay all the outgoings, levies, cess, taxes, surcharges, including any statutory taxes relating to the Said Land which have already accrued but have not been paid.
- D.8. The Vendors in future shall, at the request and cost of the Purchasers execute, such and all other supplementary deeds and/or documents that may be required for perfecting or bettering the title of the Purchasers to the said schedule mentioned Said Land or for more effectually transferring the Said Land to the Purchasers.
- **E. Indemnity**: The Vendors hereby indemnify and agree to keep the Purchasers saved, harmless and indemnified against all actions, proceedings, claims, demands, costs, losses or expenses that the Purchasers may suffer or incur hereafter by reason of any claims of any nature whatsoever arising in connection with the **Said Land**, or any breach of the representations of the Vendors, whether statutory or contractual and the Vendors hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.



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SCHEDULE A PART I MOTHER LAND "A"

ALL THAT piece and parcel of undivided **Sali** land admeasuring an area of **20 Satak** comprised in R.S./ L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527 situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, **TOGETHER WITH** All the rights, liberties, easements, privileges, advantages and appurtenances thereto.

PART II MOTHER LAND "B"

ALL THAT piece and parcel of undivided Sali land admeasuring an area of 19 Satak comprised in R.S./L.R. Dag No. 267/705, under L.R. Khatian No. 894, 8524/1, 8525, 8526, 8527, situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto.

PART III MOTHER LAND "C"

ALL THAT piece and parcel of undivided Sali land admeasuring an area of 11 Satak under Khatian No. 543 & 310, situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto.



A.B.S.R.Bishnupur Dist: South 24 Pres

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SAID LAND

ALL THAT piece and parcel of undivided Sali land measuring 30 satak out of which (1) 10 Satak out of the total land area of Dag being 20 satak, comprised in R.S./L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527, (2) 9 Satak out of the total land area of Dag being 19 satak, comprised in R.S./L.R. Dag No. 267/705, under L.R. Khatian No. 894, 8524/1, 8525, 8526, 8527, (3) 11 Satak comprised in R.S./L.R. Dag No. 261, under Khatian No. 543, 310, lying and situated at Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto and shown in the Plan annexed hereto and delineated with Red therein.

R.S./L .R. Dag No.	Total Plot Area (in dec.)	Khatian no.	Conveyed Area (In Dec)	Vendor/ Owner	Purchaser	Classif ication
267	20	8523, 8524/1, 8525, 8526, 8527	10	Shrayans Jain R J Garden Pvt. Ltd.		Sali
267/7 05	19	894, 8524/1, 8525, 8526, 8527	9	Shrayans Jain	R J Heights Pvt. Ltd	Sali
261	11	543, 310	10	Symphonic Vanijya Pvt. Ltd.	R J Homes Pvt Ltd	Sali
			1	Symphonic Vanijya Pvt. Ltd.	R J Heights Pvt. Ltd	Sali
		Total =	30			



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A.D.S.R. Bishnupur Dist: Soim: 10 Prgs

R. S./L.R. Dag No. 267 butted and bounded by:

On the North: Dag No. 271.

On the South: Dag No. 267/705.

On the East : Dag no. 268.

On the West : Dag No. 266.

R. S./L.R. Dag No. 267/705 butted and bounded by:

On the North: Dag No. 267.

On the South: Dag No. 262.

On the East : Dag no. 268.

On the West : Dag No. 692.

R. S./L.R. Dag No. 261 butted and bounded by:

On the North: Dag No. 262.

On the South: Dag No. 257.

On the East : Dag no. 260.

On the West : Dag No. 254.



A.D.S.R. Bishmupur Dist: South 24 Prass

02 JUN 2014

RECEIPT AND MEMO OF CONSIDERATION

Vendor has received from the Purchaser the amount of Rs. 24,00,000/- (Rupees Twenty Four Lac Only) on this date of Indenture being the total consideration in the manner as mentioned below.

Cheque No.	Date	Bank & Branch	In Favour of	Amount	
674220	31.05.14	ICICI Bank, Calcutta	Shrayans Jain	Rs. 8,00,000/-	
674266	31.05.14	ICICI Bank, Calcutta	Shrayans Jain	Rs. 7,20,000/-	
674267	31.05.14	ICICI Bank, Calcutta	Symphonic Vanijya Pvt. Ltd.	Rs. 80,000/-	
674318	31.05.14	ICICI Bank, Calcutta	Symphonic Vanijya Pvt. Ltd.	Rs. 8,00,000/-	

SYMPHONIC VANIJYA PVT. LTD.

Director

(VENDOR)

Mamos Kermas Kasang (2) Vill Amfaren



A.D.S.R.Bishoupur Dist: South 24 Pro

IN WITNESSES WHEREOF the Parties have executed this Indenture at Kolkata on the Day, Month and Year first above written.

Executed and **Delivered** by the **Vendors** in the presence of witnesses below:

Shrayan !..
(VENDOR NO. 1)

SYMPHONIC VANIJYA PVT. LTD.

Director

(VENDOR NO. 2)

Witnesses:

Sanger Kurnen Porch

(1) To Fugal Ch. Porch

14/2 A. Hazna Road.

P. J. Ballygunge, Kol-19

Mamo) Kurnal & Salsing

(2) Vill Annalella.

Drafted & prepared by me:

Debi Karan Nill-Daulatabad Lie No-B. N. P. 65



A.D.S.R.Bishnapur Dist: South 24 Pres.



Government Of West Bengal

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

Endorsement For Deed Number : I - 02858 of 2014 (Serial No. 02725 of 2014 and Query No. 1613L000004995 of 2014)

On 02/06/2014

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

Presented for registration at 16.20 hrs on :02/06/2014, at the Private residence by Sri Premlal Jain , one of the Executants.

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

Execution is admitted on 02/06/2014 by

- Shrayans Jain, son of Sri Premlal Jain , 4th Floor, 1, Ganesh Chandra Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700013, By Caste Hindu, By Profession: Others
- 2. Sri Premlal Jain

Director, Symphonic Vanijya Pvt. Ltd., 44/2 A, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700019.

By Profession: Business

Identified By Arup Santra, son of Lt. Anil Kr. Santra, 44/2 A, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700019, By Caste: Hindu, By Profession: Service.

(Abu Hena Mobassir) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

On 03/06/2014

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, 5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

Rs. 26396/- is paid, by the draft number 845960, Draft Date 27/05/2014, Bank Name State Bank of India, JEEVAN DEEP, received on 03/06/2014

(Under Article : A(1) = 26389/-, E = 7/- on 03/06/2014)

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.-24,00,000/-

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

03/06/2014 17:13:00

EndorsementPage 1 of 2



A.D.S.R. Bishnupui Dist: South 24 Pres



Government Of West Bengal

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

Endorsement For Deed Number : I - 02858 of 2014 (Serial No. 02725 of 2014 and Query No. 1613L000004995 of 2014)

Certified that the required stamp duty of this document is Rs.- 120010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 120010/- is paid , by the draft number 845954, Draft Date 27/05/2014, Bank : State Bank of India, JEEVAN DEEP, received on 03/06/2014

(Abu Hena Mobassir) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR



(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

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A.D.S.R. Bishnapur Dist: Source 24 Process

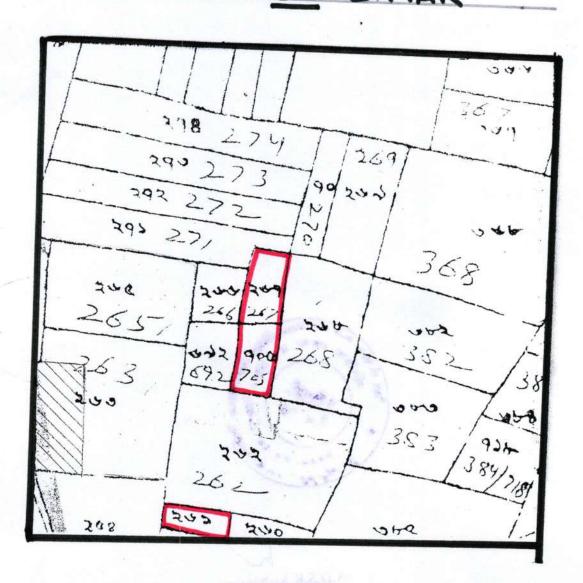
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 1379 to 1394 being No 02858 for the year 2014.



(Abu Hena Mobassir) 03-June-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal

SAID LAND AS PER SCHEDULE-B UNDIVIDED 10 SATAK IN R.S./L.R. DAGNO. 267, 9 SATAK IN R.S./L.R. DAG NO. 267/705, 11 SATAK IN R.S./L.R. DAG NO. 261; TOTAL - 30 SATAK



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A.D.S.R. Bishnupur Dist: South 24 Pres

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A.D.S.R. Bishoupur Dist: South 24 Pres.

THIS DATED DAY OF, 2014

BETWEEN

JAIN& ANR.

SHRAYANS

VENDORS

AND

R J GARDEN PVT. LTD. & ORS.

PURCHASERS

DEED OF CONVEYANCE