KM/130 203163/2014



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Addl. District Sub-Registrar Baruipur. South 24 Parganes

0 7 APR 2014

CONVEYANCE

26th February, 2014 1.

Place: Kolkata

Parties:

god S. Dag

Ainban Bhattacharya



Amban Bhatlacharga

Authorized Signatury



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Sanjoy Das as Constituted attarney of Amal Das attas Amal Rumar Das



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Bauripur. South 24 Parganas

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3.1 Amal Das alias Amal Kumar Das, son of Late Narayan Chandra Das, residing at Village Baikunthapur, Post Office Dakshin Gobindopur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas, represented by his constituted attorney, Sanjey Das, son of Late Sudhin Das, residing at Village Baikunthapur, Post Office Dakshin Gobindopur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas (Vendor, includes successors-in-interest)

#### And

3.2 Browse Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, 91A/1, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAECB6459P], represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya of 99A, Park Street, Police Station Park Street, Kolkata 700016 (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 1.8333 (one point eight three three) decimal [equivalent to 1.1091 (one point one zero nine one) cottah], more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 9, recorded in L.R. Khatian No. 274, Mouza Khas Mallick, J.L. No. 35, Ponce Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP) Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Schedule below and the said R.S./L.R. Dag No. 9 being 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 and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Ownership of Mother Property: Narayan Chandra Das was the sole, recorded and absolute owner of land classified as sali (agricultural) measuring 11 (eleven) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 9, recorded in L.R. Khatian No. 274, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Mother Property), free from all encumbrances.
- 5.1.2 **Demise of Narayan Chandra Das:** Narayan Chandra Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving his 6 (six) sons, namely, (1) Santosh Das (2) Amal Das *alias* Amal Kumar Das (the Vendor hereinabove) (3) Kalipada Das (4) Sanyashi Das (5) Parikhit Das and (6) Prohlyad Das and his only daughter, Mayarani Das, as his only legal heirs and heiress who jointly and in equal shares inherited the right, title and interest of Late Narayan





Addl, District Sub-Registrar Bauripur, South 24 Parganas

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Chandra Das in the Mother Property, each having 1/7th (one seventh) share therein, free from all encumbrances.

- 5.1.3 **Demise of Sanyashi Das:** Sanyashi Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving his wife Tara Sundari Das, as his only legal heiress, who solely inherited the right, title and interest of shares of Late Sanyashi Das in the Mother Property, free from all encumbrances.
- 5.1.4 **Demise of Tara Sundari Das:** Tara Sundari Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* issueless leaving behind her surviving her 5 (five) brother in laws, i.e. (1) Santosh Das (2) Amal Das *alias* Amal Kumar Das (the Vendor hereinabove) (3) Kalipada Das (4) Parikhit Das and (5) Prohlyad Das and her only sister in law, i.e. Mayarani Das, as her only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Sundari Das in the Mother Property, free from all encumbrances.
- 5.1.5 **Absolute Ownership of Vendor:** In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said property, being the 1/6<sup>th</sup> share of the Mother Property, free from all encumbrances.
- 5.1.6 **Power of Attorney:** By a General Power of Attorney [**POA**] dated 24<sup>th</sup> January, 2014, registered in the Office of Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. IV, CD Volume No. 1, at Pages 931 to 940, being Deed No. 00103 for the year 2014, the Vendor hereinabove appointed, constituted and nominated, Sanjoy Das, as his true and lawful attorney and empowered/authorized him to execute proper deed of conveyance in order to convey and transfer the Said Property in favour of any intending purchaser/s. The POA is still valid and subsisting and has not been revoked or rescinded by the Vendor.
- 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 declares 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 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.



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- 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 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 attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendor 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 of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2<sup>nd</sup> Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchaser.

#### 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 more fully described in the Schedule below, being land classified as sali (agricultural) measuring 1.8333 (one point eight three three three) decimal [equivalent to 1.1091 (one point one zero nine one) cottah], more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 9, recorded in L.R. Khatian No. 274, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas and the said R.S./L.R. Dag No. 9 being 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 Vendor in the Said Property and





Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 6 FEB 2014

- 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.4,07,500/- (Rupees four lac seven thousand and five hundred) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as 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, vestings, 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:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, 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 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, 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





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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 anything 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 everyone of the aforesaid rights.

- 8.6 Indemnity: 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 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 and Conversion: 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 are fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex 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 agricultural 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 from agricultural to nonagricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.,
- 8.8 Further Acts: The Vendor hereby covenants that the Vendor 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.





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### Schedule (Said Property)

Land classified as sali (agricultural) measuring 1.8333 (one point eight three three three) decimal [equivalent to 1.1091 (one point one zero nine one) cottah], more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 9, recorded in L.R. Khatian No. 274, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas and the said R.S./L.R. Dag No. 15 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By R.S./ L.R. Dag No.1

On the East

: By R.S./ L.R. Dag Nos. 10 and 11

On the South

: By R.S./L.R. Dag No.8

On the West

: By Road

**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.

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	9	274	22.00	1.8333	Narayan Chandra Das
			Total	1.8333	300







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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.

[Amal Das alias Amal Kumar Das, represented by his constituted attorney Sanjey Das] [Vendor] Read over and explained the contents of this document by the to the Parties in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence. Signature [Browse Tie Up Private Limited] [Authorized Signatory] [Purchaser]



Addl. Distrier Sub-Registrar Bauripur, South 24 Parganas 2 6 FEB 2014

### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.4,07,500/(Rupees four lac seven thousand and five hundred) 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	Mode Date Bank		Amount (Rs.)	
By Pay Order No. 389651	15.02.2014	Axis Bank Ltd.	4,07,500/-	
		Total	4,07,500/-	

Sanjoy Day

[Amal Das alias Amal Kumar Das, represented by his constituted attorney Sanjey Das] [Vendor] S. Dous

Witnesses:

Signature forforter kuthar

Signature Sordar

Name: Taranta (see

Name:

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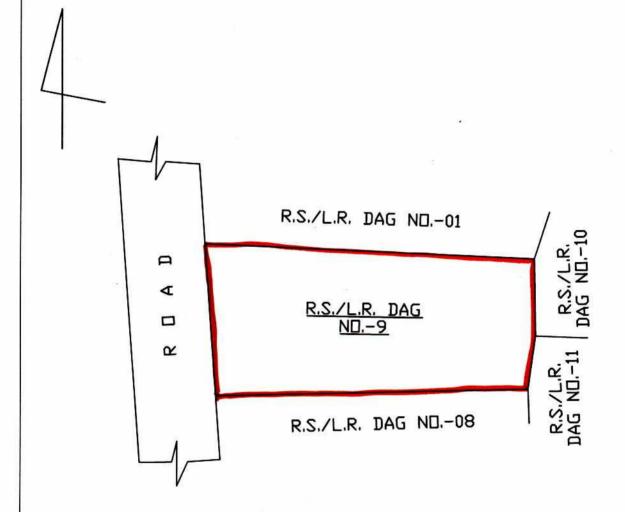


Addl. District Sub-Registrar Bauripur, South 24 Parganas

26 FEB 2014

SITE PLAN OF R.S./L.R. DAG NO.- 09 L.R. KHATIAN NO.- 274, MOUZA -KHASHMALLICK J.L. NO.- 35, P.S.-BARUIPUR, UNDER HARIHARPUR GRAM PANCHAYET DIST.- SOUTH 24 PARGANAS.





Sanjoy Das as Constituted Ainton Blockery Discourse NAME & SIGNATURE OF THE VENDOR/S.:

LEGEND: 1.8333 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 22 DECIMAL OF R.S/L.R. DAG NO.- 09.

SHOWN THUS:





Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 6 FEB 2014

# SPECIMEN FORM TEN FINGER PRINTS

SI No	i. O.	Signature of the executants and/or purchaser Presentants					
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Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 6 FEB 2014



# **Government Of West Bengal**

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

Endorsement For Deed Number : I - 03163 of 2014 (Serial No. 03585 of 2014 and Query No. 1611L000004195 of 2014)

#### On 26/02/2014

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

Presented for registration at 21.45 hrs on :26/02/2014, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 26/02/2014 by

1. Anirban Bhattacharya

Authorized Singnatory, Browse Tie Up Pvt. Ltd., 91, A/1 Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

, By Profession : Business

Identified By Jayanta Kumar Mondal, son of Krishno Pada Mondal, Village:Baruli, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

### Executed by Attorney

Execution by

 Sanjoy Das, son of Lt. Sudhin Das , Village:Baikunthapur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu By Profession: Business, as the constituted attorney of Amal Das alias Amal Kumar Das is admitted by him.

Identified By Jayanta Kumar Mondal, son of Krishno Pada Mondal, Village:Baruli, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

( Debajyoti Bandopadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 07/04/2014

### 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 Cash

Rs. 4495.00/-, on 07/04/2014

(Under Article: A(1) = 4488/- E = 7/- on 07/04/2014)

### 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.-4,08,325/-

( Debajyoti Bandopadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR

07/08/2014/51/2026 00

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# **Government Of West Bengal**

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

Endorsement For Deed Number : I - 03163 of 2014 (Serial No. 03585 of 2014 and Query No. 1611L000004195 of 2014)

Certified that the required stamp duty of this document is Rs.- 20426 /- and the Stamp duty paid as: Impresive Rs.- 10/-

### Deficit stamp duty

Deficit stamp duty Rs. 20426/- is paid , by the draft number 295921, Draft Date 28/03/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 07/04/2014

( Debajyoti Bandopadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR



( Debajyoti Bandopadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR





### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 8 Page from 4176 to 4191 being No 03163 for the year 2014.



(Debajyoti Bandopadhyay) 06-May-2014 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARUIPUR West Bengal