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Saha & Ray

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INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

v/c-2181/13

69AA 285874

Verifies that the Document is genuine & Registered. The Scribble, Signature & endorsement thereon attached to this stamp are the part of this Document.

[Signature]
Additional Registrar
of Registrars, Kolkata
03.10.13

CONVEYANCE

1. Date: 18th September, 2013

2. Place: Kolkata

3. Parties:

[Signature]

[Signature]

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5/10/13
18/9/13
M.V. = 5829991

92184

SAHA & RAY
Advocates
Chambers
7C, K.S. Roy Road
Kolkata - 700001

NAME.....
ADD.....
Rs.....
16 AUG 2013
SURANJAN MUKHERJEE
Licensed Stamp Vender
C. Court
2 & 3; N: 5; Roy Road, Kol-1

Anilam Bhattacharya



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Anilam Bhattacharya

Authorized Signatory



44510

Jayanta Kumar Kundu

As Constituted Attorney of
Ranjit NasKar, Ranjita NasKar,
Shikha NasKar, Asit NasKar,
Anili Das, Sabita Halder,
Anil Das, Sushil Das, Lakshmi
Das, Saraka Das, Abhijit Das,
Sumitra Das, Pali Halder



Swapna Kar
S/O R. N. Kar
7C, K. S. Roy Road
Kolkata - 700001
Dover

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- 3.1 **Ranjit Naskar**, son of Late Ashoke Naskar, residing at 149, Mistripara, Biraldham Nagar, Police Station Baruipur, PIN 743353, District South 24 Parganas
- 3.2 **Ranjita Naskar alias Ranajita Naskar**, daughter of Late Ashoke Naskar, residing at 149, Mistripara, Biraldham Nagar, Police Station Baruipur, PIN 743353, District South 24 Parganas
- 3.3 **Shikha Naskar**, wife of Late Ashoke Naskar, residing at 149, Mistripara, Biraldham Nagar, Police Station Baruipur, PIN 743353, District South 24 Parganas
- 3.4 **Asit Naskar**, son of Late Nirapada Naskar, residing at Mistripara, Biraldham Nagar, Police Station Baruipur, PIN 743353, District South 24 Parganas
- 3.5 **Anita Das**, wife of Tapan Das, residing at Rajdanga Main Road, Kasba, Police Station Jadavpur, Kolkata, South 24 Parganas
- 3.6 **Sabita Halder**, wife of Fatik Halder, residing at Rambati, Mathurapur (West), Post Office Gopal Nagar, Police Station Mathurapur, South 24 Parganas
- 3.7 **Anil Das alias Kinkar Das**, son of Late Manik Chandra Das, residing at 36, Dhaphdhabi Chowdhury Para, Ramnagar, Police Station Baruipur, South 24 Parganas
- 3.8 **Sushil Das**, son of Late Manik Chandra Das, residing at 36, Dhaphdhabi Chowdhury Para, Ramnagar, Police Station Baruipur, South 24 Parganas
- 3.9 **Lakshmi Das**, wife of Jagadish Das, residing at 7, Shantipur, Das and Piyada Para, Khakurdaha, Police Station Joynagar, PIN-743391, South 24 Parganas
- 3.10 **Sanaka Das**, wife of Late Sankar Das, residing at Dhaphdhabi Chowdhury Para, Ramnagar, Kokata-700097, Police Station Baruipur, South 24 Parganas
- 3.11 **Abhijit Das alias Bakul Das**, son of Late Sankar Das, residing at 4 and 5, Dhaphdhabi Chowdhury Para, Post Office Dhaphdhabi, Police Station Baruipur, South 24 Parganas
- 3.12 **Sumitra Das alias Boby Das**, wife of Swapan Das, residing at Shantipur, Das and Piyada Para, Khakurdaha, Joynagar, Police Station Joynagar, PIN-743391, South 24 Parganas
- 3.13 **Pali Halder**, wife of Sujit Halder, residing at Natuapara, Futigoda, Joynagar, Police Station Joynagar, PIN-743338, South 24 Parganas

all represented by their constituted attorney **Jayanta Kumar Mondal alias Bapi Mondal**, son of Kalipada Mondal, residing at Village Baruli, Post Office Dakhin Gobindapur, Police Station Sonarpur, Kolkata-700145, District South 24 Parganas

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

And

- 3.14 **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



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authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of Ground Floor, 91A/1, Park Street, Police Station Park Street, Kolkata-700016
(**Purchaser**, includes successors-in-interest)

Vendors 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: (1)** Land classified as *sali* (agricultural) measuring 2.2 (two point two) decimal [equivalent to 1.331 (one point three three 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. 139, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet* (**HGP**), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part I** of the **1st Schedule** below, the said R.S./L.R. *Dag* No. 9 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**First Property**) **And (2)** land classified as *sali* (agricultural) measuring 0.44 (zero point four four) decimal [equivalent to 0.267 (zero point two six seven)], 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, more fully described in **Part II** of the **1st Schedule** below, the said R.S./L.R. *Dag* No. 9 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Second Property**). The First Property and the Second Property, all are more fully and collectively described in the **2nd Schedule** below (collectively **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 has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Ownership of Kanai's Mother Property:** Kanai Das was the recorded 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. 139, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Kanai's Mother Property**), free from all encumbrances.
- 5.1.2 **Demise of Kanai Das:** Kanai Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving his 4 (four) sons, namely **(1)** Pashupati Das **(2)** Ashutosh Das **(3)** Dasurathi Das and **(4)** Joydeb Das and his only daughter, Sunadari Naskar, who jointly and in equal shares inherited the right, title and interest of Late Kanai Das in Kanai's Mother Property, each having 1/5th (one fifth) share therein, free from all encumbrances. Thus, Sundari Naskar became the absolute owner of the First Property, i.e. land measuring 2.2 (two point two) decimal, free from all encumbrances.




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- 5.1.3 **Demise of Sundari Naskar:** Sundari Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind her surviving her 2 (two) sons, namely, (1) Ashoke Naskar and (2) Asit Naskar (Vendor No. 3.4 hereinabove) and her 2 (two) daughters, namely, (1) Anita Das (Vendor No. 3.5 hereinabove) and (2) Sabita Halder (Vendor No. 3.6 hereinabove), who jointly and in equal shares inherited the right, title and interest of Late Sundari Naskar in the First Property.
- 5.1.4 **Demise of Ashoke Naskar:** Ashoke Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving his wife, Shikha Naskar (Vendor No. 3.3 hereinabove), his only son, Ranjit Naskar (Vendor No. 3.1 hereinabove) and his only daughter, Ranjita Naskar alias Ranajita Naskar (Vendor No. 3.2 hereinabove), who jointly and in equal shares inherited the right, title and interest of the share of Late Ashoke Naskar in the First Property.
- 5.1.5 **Ownership of First Property:** In the above mentioned circumstances Vendor Nos. 3.1 to 3.6 became the absolute and undisputed owners of the First Property out of Kanai's Mother Property, free from all encumbrances.
- 5.1.6 **Ownership of Narayan's Mother Property:** Narayan Chandra Das was the recorded 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 Baruiipur, within the jurisdiction of HGP, Sub-Registration District Baruiipur, District South 24 Parganas (**Narayan's Mother Property**), free from all encumbrances.
- 5.1.7 **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 (3) Kalipada Das (4) Sanyashi Das (5) Parikhit Das and (6) Prohlyad Das and his only daughter, Mayarani Das, who jointly and in equal shares inherited the right, title and interest of Late Narayan Chandra Das in Narayan's Mother Property, each having 1/7th (one seventh) share therein, free from all encumbrances. Thus, Mayarani Das became the absolute owner of land measuring 1.5714 (one point five seven one four) decimal (**Maya's Property**), free from all encumbrances.
- 5.1.8 **Demise of Mayarani Das:** Mayarani Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind her surviving her, 3 (three) sons, namely, (1) Sankar Das (2) Anil Das *alias* Kinkar Das (Vendor No. 3.7 hereinabove) (3) Sushil Das (Vendor No. 3.8 hereinabove) and his only daughter, Lakshmi Das (Vendor No. 3.9 hereinabove), who jointly and in equal shares inherited the right, title and interest of Late Mayarani Das in Maya's Property.
- 5.1.9 **Demise of Sankar Das:** Sankar Das, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving his wife, Sanaka Das (Vendor No. 3.10 hereinabove), his only son, Abhijit Das *alias* Bakul Das (Vendor No. 3.11 hereinabove) and his 2 (two) daughters, namely, (1) Sumitra Das *alias* Boby Das (Vendor No. 3.12 hereinabove) and (2) Pali Halder (Vendor No. 3.13 hereinabove), who jointly and in equal shares inherited the right, title and interest of shares of Late Sankar Das in Maya's Property.
- 5.1.10 **Ownership of Second Property:** In the above mentioned circumstances Vendor Nos. 3.7 to 3.13 became the absolute owners of Maya's Property, free from all encumbrances. The Second Property is a portion of Maya's Property and is also the

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subject matter of this conveyance and thus the Vendor Nos. 3.7 to 3.13 became the absolute owners of the Second Property.

- 5.1.11 **Absolute Ownership of Vendors:** In the above mentioned circumstances the Vendors became the joint and absolute owners of the Said Property formed out of the First Property and the Second Property, free from all encumbrances.
- 5.1.12 **First Power of Attorney by Vendor Nos. 3.1 to 3.3:** By a General Power of Attorney dated 27th August, 2013 [**First POA**], registered in the Office of Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. IV, CD Volume No. 2, at Pages 6077 to 6084, being Deed No. 01308 for the year 2013, the Vendor Nos. 3.1 to 3.3 hereinabove appointed, constituted and nominated, Jayanta Kumar Mondal, as their true and lawful attorney and empowered/authorized him to execute proper deed of conveyance in order to convey and transfer their share in the First Property in favour of any intending purchaser/s. The First POA is valid and subsisting and has not been revoked or rescinded by Vendor Nos. 3.1 to 3.3 hereinabove.
- 5.1.13 **Second Power of Attorney by Vendor Nos. 3.4 to 3.6:** By a General Power of Attorney dated 27th August, 2013 [**Second POA**], registered in the Office of Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. IV, CD Volume No. 2, at Pages 6036 to 6043, being Deed No. 01304 for the year 2013, the Vendor Nos. 3.4 to 3.6 hereinabove appointed, constituted and nominated, Jayanta Kumar Mondal, as their true and lawful attorney and empowered/authorized him to execute proper deed of conveyance in order to convey and transfer their share in the First Property in favour of any intending purchaser/s. The Second POA is valid and subsisting and has not been revoked or rescinded by Vendor Nos. 3.4 to 3.6 hereinabove.
- 5.1.14 **Third Power of Attorney by Vendor Nos. 3.7 to 3.13:** By a General Power of Attorney dated 22nd August, 2013 [**Third POA**], registered in the Office of Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. IV, CD Volume No. 2, at Pages 5984 to 5994, being Deed No. 01299 for the year 2013, the Vendor Nos. 3.7 to 3.13 hereinabove appointed, constituted and nominated, Jayanta Kumar Mondal, as their true and lawful attorney and empowered/authorized him to execute proper deed of conveyance in order to convey and transfer Maya's Property in favour of any intending purchaser/s. The Third POA is valid and subsisting and has not been revoked or rescinded by Vendor Nos. 3.7 to 3.13 hereinabove.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:**
The Vendors represents, warrants and covenants 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




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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 whatsoever 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, *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 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.

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 of Rights by Pushpadant Infrastructure Limited:** Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd 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.

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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 **2nd Schedule** below, being **(1)** the First Property, i.e. land classified as *sali* (agricultural) measuring 2.2 (two point two) decimal [equivalent to 1.331 (one point three three 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. 139, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part I** of the **1st Schedule** below, the said R.S./L.R. *Dag* No. 9 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (2)** the Second Property, i.e. land classified as *sali* (agricultural) measuring 0.44 (zero point four four) decimal [equivalent to 0.267 (zero point two six seven)], 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, more fully described in **Part II** of the **1st Schedule** below, 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 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.5,60,000/- (Rupees five lac and sixty thousand) 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.

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, *debatters*, 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



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- 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 indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors and it is further expressly and specifically covenanted, confirmed and declared by the Vendors 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 Vendors, the Vendors 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 Vendors hereby expressly waive, surrender and give up each and everyone of the aforesaid rights.
- 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 and Conversion:** The Vendors covenant, confirm and declare that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) 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 and (2) the Vendors 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 Vendors hereby expressly (a) consent 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) 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 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 non-agricultural/housing 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.

1st Schedule
Part I
(First Property)

Land classified as *sali* (agricultural) measuring 2.2 (two point two) decimal [equivalent to 1.331 (one point three three 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. 139, *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, the said R.S./L.R. *Dag* No. 9 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 Panchayet Road
- On the East** : By R.S./L.R. *Dag* Nos. 10, 11 and 12
- On the South** : By R.S./L.R. *Dag* No. 17
- On the West** : By R.S./L.R. *Dag* Nos. 18, 8 and 7

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

Part II
(Second Property)

Land classified as *sali* (agricultural) measuring 0.44 (zero point four four) decimal [equivalent to 0.267 (zero point two six seven)], 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







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Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. Dag No. 9 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 Panchayet Road
- On the East** : By R.S./L.R. Dag Nos. 10, 11 and 12
- On the South** : By R.S./L.R. Dag No. 17
- On the West** : By R.S./L.R. Dag Nos. 18, 8 and 7

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

2nd Schedule
(Said Property)
[Subject matter of Sale]

Land classified as *sali* (agricultural) measuring 2.2 (two point two) decimal [equivalent to 1.331 (one point three three 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. *Khatia* No. 139, *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 described in **Part-I** of the **1st Schedule** above.

Land classified as *sali* (agricultural) measuring 0.44 (zero point four four) decimal [equivalent to 0.267 (zero point two six seven)], more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. Dag No. 9, recorded in L.R. *Khatia* 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 described in **Part-II** of the **1st Schedule** above.

Together with all title, benefits, easement, 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.

The details of the Said Property are tabulated below:

<i>Mouza</i>	L.R. Dag No.	L.R. <i>Khatia</i> n No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	9	139	22.00	2.2	Kanai Das
Khas Mallick	9	274	22.00	0.44	Narayan Chandra Das
			Total	2.64	

(M)

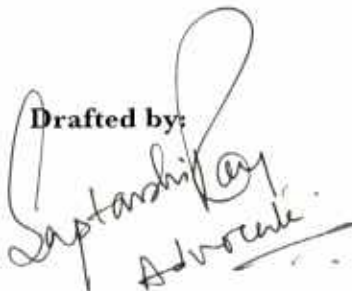


9. Execution and Delivery

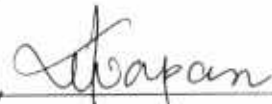
9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.



[Jayanta Mondal as the
constituted attorney of the Vendors]


[Browse Tie Up Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted by:

Advocate

Witnesses:

Signature: 
Name: Swapan Kar
Father's Name: R. N. Kar
Address: 7C. K.S. Roy Road
Kolkata - 700001

Signature: 
Name: Pranjit Bhawal
Father's Name: Pradip Bhawal
Address: 7C. K.S. Roy Road
Kolkata - 700001

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.5,60,000/- (Rupees five lac and sixty thousand)** towards full and final payment of the Total Consideration for sale of the Said Property described in the **2nd Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Cash	18.09.2013	Nil	5,60,000/-
		Total	5,60,000/-

Jayanta Kumar Mondal

[Jayanta Mondal as the
constituted attorney of the **Vendors**]

Witnesses:

Signature

Swapan

Name:

Swapan Kar

Signature

B

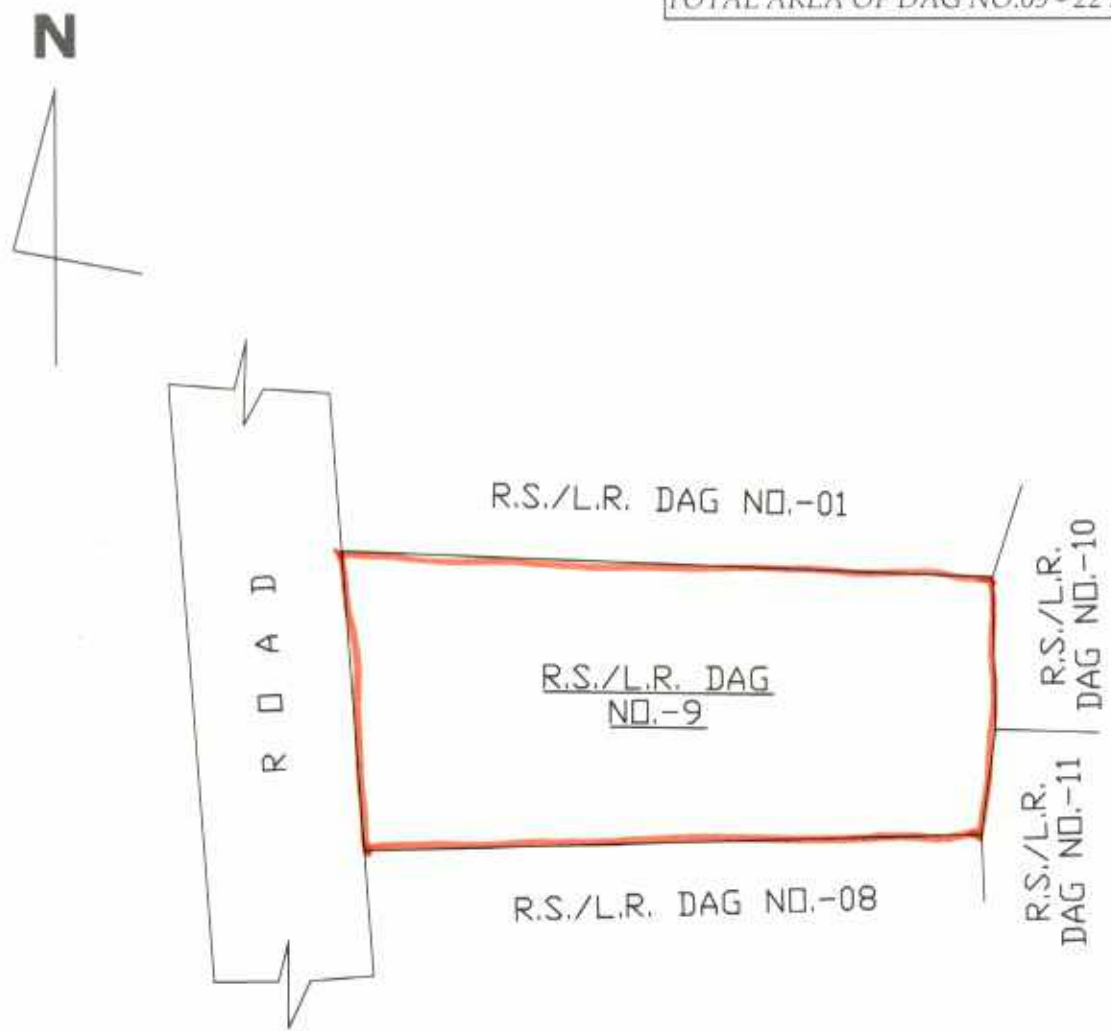
Name:

Pranjal Bhawal

18 SEP 2018

SITE PLAN OF R.S./L.R. DAG NO.- 09 L.R. KHATIAN NO.-139 & 274,
MOUZA -KHASHMALLICK J.L. NO.- 35, P.S.-BARUIPUR, UNDER
HARIHARPUR GRAM PANCHAYET DIST.- SOUTH 24 PARGANAS.

TOTAL AREA OF DAG NO.09 - 22 DECIMAL



Jayanta Kumar Kundal.
As Constituted Attorney of
Laxit Kr. Naskar, Rajita Naskar,
Shekha Naskar, Asit Naskar, Anila Das
Sabila Das Halder, Anil Das, Sushel Das
Lakshmi Das, Sanalla Das, Abhijit Das
Sumelia Das, Pali Halder.

ANIL KUMAR BHATTACHARYA
Anil Kumar Bhattacharya
Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

LEGEND : 2.6400 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 22
DECIMAL OF R.S./L.R. DAG NO.- 09.

SHOWN THUS : 



1 8 SEP 2013



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 09556 of 2013
(Serial No. 08624 of 2013 and Query No. 1901L000022534 of 2013)

On 18/09/2013

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

Presented for registration at 17.26 hrs on :18/09/2013, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 18/09/2013 by

1. Anirban Bhattacharya
Authorised Signatory, Browse Tie Up Pvt. Ltd, 91 A/1, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others

Identified By Swapn Kar, son of R. N. Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

1. Jayanta Kumar Mondal alias Bapi Mondal, son of Kalipada Mondal , Village:Baruli, Thana:-Sonarpur, P.O. :-Dakshin Gobindapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700145 By Caste Hindu By Profession: Others,as the constituted attorney of 1. Anil Das alias Kinkar Das 2. Shikha Naskar 3. Asit Naskar 4. Anita Naskar 5. Sabita Halder 6. Sushil Das 7. Lakshmi Das 8. Sanaka Das 9. Abhijit Das alias Bakul Das 10. Sumitra Das alias Boby Das 11. Pali Halder 12. Ranjit Naskar 13. Ranjita Naskar alias Ranajita Naskar is admitted by him.

Identified By Swapn Kar, son of R. N. Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 19/09/2013

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.-5,87,999/-

Certified that the required stamp duty of this document is Rs.- 29420 /- and the Stamp duty paid as Impresive Rs.- 10/-

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 03/10/2013



(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 09556 of 2013
(Serial No. 08624 of 2013 and Query No. 1901L000022534 of 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, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 6555/- is paid , by the draft number 290086, Draft Date 30/09/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 03/10/2013

(Under Article : A(1) = 6457/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/10/2013)

Deficit stamp duty

Deficit stamp duty Rs. 29420/- is paid , by the draft number 290085, Draft Date 30/09/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 03/10/2013

























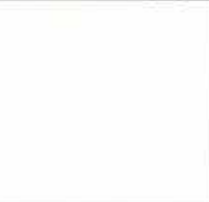







(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Anubha Bhattacharya</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Jayanta Kumar Mondal</i>					
		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



ADP
CP
18 SEP 2018
HEA

Dated this 18th day of September, 2013

Between

**Ranjit Naskar & Ors.
... Vendors**

And

**Browse Tie Up Private Limited
... Purchaser**

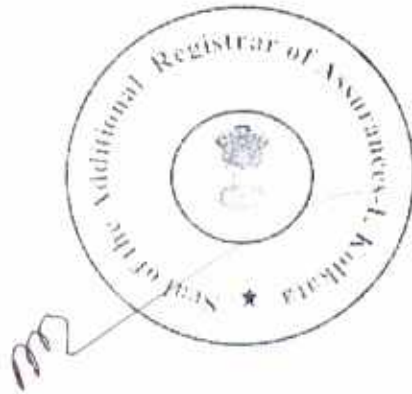
CONVEYANCE

Portions of
R.S./L.R. Dag No. 9
Mouza Khas Mallick
Police Station Baruipur
District South 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 18
Page from 7253 to 7270
being No 09556 for the year 2013.



(Dinabandhu Roy) 07-October-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal