

09723/13

KM/ 117

I-10794/13



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 21/11/13

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 ९ - 25756/13
 मूल्य रु 12,60,000/-

M/-2391/13
 69AA 285794

Certified that the Document is admitted for Registration. The Signature Sheet and endorsement sheets attached to this document are the part of this Document.

Additional Registrar
 of Assurances-I, Kolkata
 26.11.13

CONVEYANCE

1. Date: 1st November 2013
2. Place: Kolkata
3. Parties:

Signature

Blasra

Blasra

Signature

T.1, 250

T.2, 0

250

92136

Srinivasa Kumar



4968c

NAME.....
 ADD.....
 Rs.....

16 AUG 2013

SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kol-1

SAHA & RAY
 Advocates
 3A/1, 3rd Floor, Mallick Chambers
 7C, K. S. Roy Road
 Kolkata - 70001

DARPA PRO

INT. LTD.

Srinivasa Kumar

AUTHORISED SIGNATORY

16 AUG 2013

16 AUG 2013



4969c



Rama Prasad Maran

Saidul Islam Sekh
 S/o Nurul Islam Sekh
 vil - Hariharapur
 P.O - Mallickpur
 P.S - Baranipur
 Business



- 3.1 **Rama Prasad Manna**, son of Late Satish Chandra Manna, residing at Village Mahinagar, Khanpara, Post Office Malancha, Police Station Sonarpur, District South 24 Parganas
(**Vendor**, includes successors-in-interest)

And

- 3.2 **Darpad Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Lane, 14, N.S.C. Bose Road, Police Station Hare Street, Kolkata 700001 [**PAN AAECD2509A**], represented by its authorized signatory, **Sushil Kumar Agarwala**, son of Gajanand Agarwal, of 1st Lane, 14, N.S.C. Bose Road, Police Station Hare Street, Kolkata 700001
(**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 *peara bagan* (orchard) measuring 4.8 (four point eight) decimal, more or less [equivalent to 2.904 (two point nine zero four) *cottah*, more or less] out of 16 (sixteen) decimal, being portion of R.S./L.R. *Dag* No. 89, recorded in L.R. *Khatian* No. 447, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet* (**HGP**), Sub-Registration District Baruipur, District South 24 Parganas, more fully described **Schedule** below, the said R.S./L.R. *Dag* No. 89 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 Damini Bala Manna:** Damini Bala Manna was the recorded and absolute owner of land classified as *peara bagan* (orchard) measuring 16 (sixteen) decimal, being entirety of R.S./L.R. *Dag* No. 89, recorded in L.R. *Khatian* No. 447, *Mouza* Hariharpur, J.L. No. 11, 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 **Gift to Vendor:** By Deed of Gift in Bengali Language (*daanpatra*) registered in the Office of Additional District Sub-Registrar, Baruipur, 24 Parganas, in Book No. I, Volume No. 94, at Pages 111 to 118, being Deed No. 7043 for the year 1985, Damini Bala Manna, out of her natural love and affection *inter alia* gifted her right, title and interest in the Mother Property in favour of her son Rama Prasad Manna, the Vendor hereinabove, free from all encumbrances. The Said Property is a part of the Mother Property and is also the subject matter of this conveyance.

Manna

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Soni

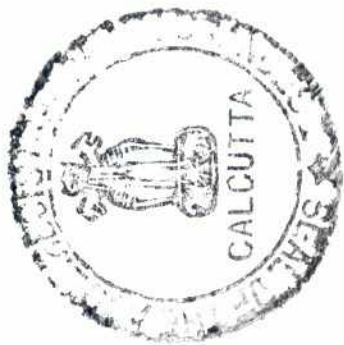


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- 5.1.3 **Absolute Ownership of Vendor:** In the abovementioned circumstance, the Vendor has become the absolute and undisputed owner of the Said Property out of the Mother Property, free from all encumbrances.
- 5.2 **Representations, Warranties and 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.
- 5.2.6 **No Right of Pre-emption:** No person or persons whatsoever has/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, *debutter*, 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.

Alasor

Sorini



ADDITIONAL COMPTROLLER
OF ASSIGNED OFFICES, CALCUTTA
- 1 NOV 2013 -

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, 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.

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 *peara bagan* (orchard) measuring 4.8 (four point eight) decimal, more or less [equivalent to 2.904 (two point nine zero four) *cottah*, more or less] out of 16 (sixteen) decimal, being portion of R.S./L.R. *Dag* No. 89, recorded in L.R. *Khatian* No. 447, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 89 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 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. 12,60,000/- (Rupees twelve lac and sixty thousand) 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, *debutter*, 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.

Plasma

Smriti



ADDITIONAL DEPUTY
OF ASSURANCE
1 NOV 2019

- 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 has been handed over by the Vendor 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 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 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 waive, surrender and give 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, 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.

Chatter

Saha



[Handwritten signature]

21 MAY 2013

- 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 is 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 non-agricultural/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, does and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule
(Said Property)

Land classified as *peara bagan* (orchard) measuring 4.8 (four point eight) decimal, more or less [equivalent to 2.904 (two point nine zero four) *cottah*, more or less] out of 16 (sixteen) decimal, being portion of R.S./L.R. *Dag* No. 89, recorded in L.R. *Khatian* No. 447, *Mouza* Hariharpur, J.L. No. 11, 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. 89 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. 90
- On the East** : By R.S./L.R. *Dag* No. 91
- On the South** : By R.S./L.R. *Dag* No. 12 of *Mouza* Khas Mallick
- On the West** : By R.S./L.R. *Dag* No. 88

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.

Manna

Srin



The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag No.	L.R. Khatia n Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Hariharpur	89	447	16.00	4.8	Damini Bala Manna

9. Execution and Delivery

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

Rama Prasad Manna
[Rama Prasad Manna]
[Vendor]

Read over and explained the contents of this document by me to the Vendor in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature _____

Darpad Promoters Private Limited

Sourav Kumar Das
[Authorized Signatory]
[Purchaser]

Drafted by

S. Ray [Saptarshi Ray]
Advocate
Highcourt, Calcutta

Witnesses:

Signature: Saidul Islam Sekh

Name: Saidul Islam Sekh

Father's Name: Nusr Islam Sekh

Address: vi/- Hariharpur, P.O-

Mallikpur, P.S - Baruipur

Signature: Duttasram Bhattacharyya

Name: Duttasram Bhattacharyya

Father's Name: Bhaskar Bhattacharyya

Address: 78/2 B, Bidhan Sarani

Kol - 700006

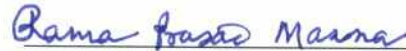


1 NOV 2013

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs. 12,60,000/- (Rupees twelve lac and sixty thousand)** towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No.001983	31.10.2013	HDFC Bank Ltd.	12,60,000/-
Total			12,60,000/-



[Rama Prasad Manna]
[Vendor]

Witnesses:

Signature Saidul Islam Sekh

Name: Saidul Islam Sekh

Signature Duttasram Bhattacharyya

Name: Duttasram Bhattacharyya

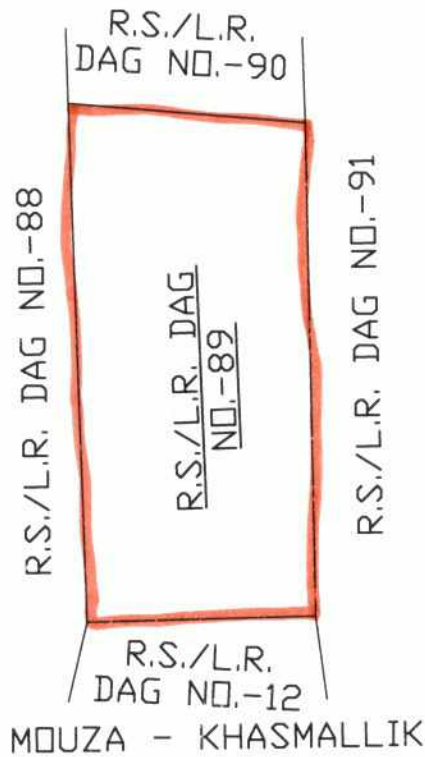
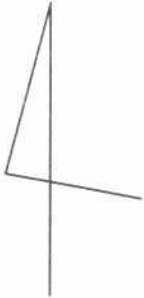


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SITE PLAN OF R.S./L.R. DAG NO.- 89 L.R. KHATIAN NO.- 447,
MOUZA -HARIHARPUR J.L. NO.- 11, P.S.-BARUIPUR, UNDER
HARIHARPUR GRAM PANCHAYET DIST.- SOUTH 24 PARGANAS.

TOTAL AREA OF DAG NO.89 - 16 DECIMAL

N



Rama Prasad Mazza

Darpad Promoters Private Limited

Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

SIGNATURE OF THE PURCHASER :

LEGEND : 4.8000 DECIMAL UNDIVIDED SHARE OF PEYERA BAGAN OUT OF
16 DECIMAL OF R.S/L.R. DAG NO.- 89.

SHOWN THUS :





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

Endorsement For Deed Number : I - 10794 of 2013
(Serial No. 09723 of 2013 and Query No. 1901L000025756 of 2013)

On 01/11/2013

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

Presented for registration at 14.30 hrs on :01/11/2013, at the Private residence by Sushil Kumar Agarwal ,Claimant.

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

Execution is admitted on 01/11/2013 by

1. Rama Prasad Manna, son of Lt. Satish Chandra Manna , Village:Mahinagar, Khanpara, Thana:-Sonarpur, P.O. :-Malancha, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Sushil Kumar Agarwal
Authorised Signatory, Darpad Promoters Pvt. Ltd., 14, N. S. C. Bose Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Others
Identified By Saidul Islam Sekh, son of Nur Islam Sekh, Village:Hariharpur, Thana:-Baruipur, P.O. :-Mallickpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 04/11/2013

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.-12,60,000/-

Certified that the required stamp duty of this document is Rs.- 63020 /- and the Stamp duty paid as Impressive Rs.- 10/-

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 06/11/2013

Payment of Fees:

Amount by Draft

Rs. 13947/- is paid , by the draft number 291409, Draft Date 04/11/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 06/11/2013

(Under Article : A(1) = 13849/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 06/11/2013)

Deficit stamp duty



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 10794 of 2013
(Serial No. 09723 of 2013 and Query No. 1901L000025756 of 2013)

Deficit stamp duty Rs. 63020/- is paid , by the draft number 291408, Draft Date 04/11/2013, Bank :
State Bank of India, DALHOUSIE SQUARE, received on 06/11/2013

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 26/11/2013

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.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



































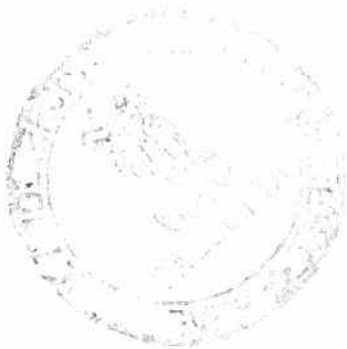
(Dinabandhu Roy)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 2 of 2

SPECIMEN FORM TEN FINGER PRINTS

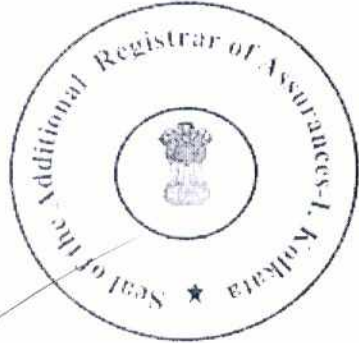
Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>S. S. S. S.</i> <i>Hand</i> <i>Other.</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	 <i>Rama Prasad Masra</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



CF ASSOCIATION DATA
1 NOV 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 11334 to 11347
being No 10794 for the year 2013.



(Dinabandhu Roy) 27-November-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

Dated this 1st day of November, 2013

Between

Rama Prasad Manna
... Vendor

And

Darpad Promoters Private Limited
... Purchaser

CONVEYANCE

Portion of
R.S./L.R. Dag No. 89
Mouza Hariharpur
Police Station Baruipur
District South 24 Parganas

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