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Saha &amp; Ray

भारतीय गैर न्यायिक

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RUPEES  
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Add. District Sub-Registrar  
Baruipur, South 24 Parganas

07 JUN 2013

## CONVEYANCE

1. Date: 26<sup>th</sup> April, 2013
2. Place: Kolkata
3. Parties:
3. **Ajoy Kumar Dey**, son of Late Bibhutibhusan Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas

*Sanku S.*

*Shyam Sunder Basu*

*Shib Sundor Basu*

14607

Sushil Kumar Agarwala



V< I V  
1986

For DARPAD PROMOTERS PVT. LTD.

*Sushil K*

Director  
Authorized Representative  
Signatory

(SUSHIL KUMAR AGARWALA)

SAHA & RAY

Advocates

SA/1, 3rd Floor, Hastings Chambers

7C, Kiran Shankar Roy Road  
Kolkata - 700001

NAME.....
AD.....
Rs.....
19 APR 2013
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kold

19 APR 2013

19 APR 2013



V< I V  
1988

Shil Sundar Basu



V< I V  
1989

Shyam Sunder Basu



Bapi Kondal  
1/0 Krishno pada Kondal  
Vill - Baruni p.o. & Gobindan  
Dist. P.S - Sonarpur Cat-145

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- 3.2 **Ashim Kumar Dey**, son of Late Bibhutibhusan Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.3 **Jagannath Dey**, son of Late Bibhutibhusan Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.4 **Anima Dey**, daughter of Late Bibhutibhusan Dey, residing at Baruipur, Puratan Bazar, Bisalakshmitala, Balbon, Post Office Baruipur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.5 **Anita Dey**, daughter of Late Bibhutibhusan Dey, residing at Baruipur, Puratan Bazar, Bisalakshmitala, Balbon, Post Office Baruipur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.6 **Amita Adhikari**, daughter of Late Bibhutibhusan Dey, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.7 **Sabita Basu**, wife of Late Asit Basu, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.8 **Tapan Basu**, son of Late Prabodh Chandra Basu, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.9 **Basudeb Basu**, son of Late Prabodh Chandra Basu, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.10 **Namita Basu**, daughter of Late Prabodh Chandra Basu, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.11 **Sabita Chowdhury**, wife of Rabin Chowdhury, residing at 75/1, Kalighat Road, Kolkata-700026, Police Station Kalighat
- 3.12 **Shyam Sundar Basu**, son of Late Asit Basu, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas
- 3.13 **Shib Sundar Basu**, son of Late Asit Basu, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas

All are represented by their constituted attorneys, (1) **Shyam Sundar Basu** and (2) **Shiv Sundar Basu**, both son of Late Asit Basu, both residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata-700145, District South 24 Parganas

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



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And

- 3.14 **Darpad Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> floor, 14, Netaji Subhash Road, Police Station Hare Street, Kolkata-700001, represented by its authorized signatory, Sushil Kumar Agarwal, son of Late Gagananda Agarwal, of 1<sup>st</sup> floor, 14, Netaji Subhash Road, Police Station Hare Street, Kolkata-700001  
(**Purchaser**, includes successors-in-interest)

Vendors and Purchaser collectively **Parties** and individually **Party**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** (1) Land classified as *sali* (agricultural) measuring 0.7036 (zero point seven zero three six) decimal, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 493, *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 in **Part I** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 34 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 0.8147 (zero point eight one four seven) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 43 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Second Property**) **And** (3) land classified as *sali* (agricultural) measuring 1.7406 (one point seven four zero six) decimal, more or less, out of 47 (forty seven) decimal, being a portion of R.S./L.R. *Dag* No. 45, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part III** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 45 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Third Property**) **And** (4) land classified as *sali* (agricultural) measuring 1.9628 (one point nine six two eight) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part IV** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 73 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Fourth Property**) **And** (5) land classified as *sali* (agricultural) measuring 0.5185 (zero point five one eight five) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part V** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 85 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Fifth Property**) **And** (6) land classified as *sali* (agricultural) measuring 2.185 (two point one eight five) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. *Dag* No. 86, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of



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HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part VI** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 86 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Sixth Property**). The First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property, all are more fully and collectively described in the **2<sup>nd</sup> 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 Mother Property:** Dharendra Nath Dey was the recorded owner of (1) land classified as *sali* (agricultural) measuring 6.3327 (six point three three two seven) decimal, more or less, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Dhirendra's First Property**) **And** (2) land classified as *sali* (agricultural) measuring 7.3326 (seven point three three two six) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Dhirendra's Second Property**) **And** (3) land classified as *sali* (agricultural) measuring 15.6651 (fifteen point six six five one) decimal, more or less, out of 47 (forty seven) decimal, being a portion of R.S./L.R. *Dag* No. 45, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Dhirendra's Third Property**) **And** (4) land classified as *sali* (agricultural) measuring 17.6649 (seventeen point six six four nine) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Dhirendra's Fourth Property**) **And** (5) land classified as *sali* (agricultural) measuring 4.6662 (four point six six six two) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Dhirendra's Fifth Property**) **And** (6) land classified as *sali* (agricultural) measuring 19.6647 (nineteen point six six four seven) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. *Dag* No. 86, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Dhirendra's Sixth Property**). Dharendra's First Property, Dharendra's Second Property, Dharendra's Third Property, Dharendra's Fourth Property, Dharendra's Fifth Property and Dharendra's Sixth Property (collectively **Mother Property**).

5.1.2 **Demise of Dharendra Nath Dey:** Dharendra Nath Dey, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him surviving, his 2 (two) sons, namely, Gopal Chandra Dey and Krishnadas Dey, his only daughter, Bibhabati Basu, as his only legal heirs and heiress, who jointly and in equal shares



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inherited the right, title and interest of Late Dharendra Nath Dey in the Mother Property. Thus, Bibhabati Basu inherited 1/3<sup>rd</sup> (one third) share each in the Mother Property and such share is tabulated in the chart below:

Dag No.	Name of Owner	Total Area in Dag (in decimal)	Total Area owned in Dag (in decimal)	Definition (Ownership of Bibhabati Basu in Mother Property)
34	Bibhabati Basu	19	2.1108	Bibhabati's Share In Dag No. 34
43	Bibhabati Basu	22	2.4441	Bibhabati's Share In Dag No. 43
45	Bibhabati Basu	47	5.2218	Bibhabati's Share In Dag No. 45
73	Bibhabati Basu	53	5.8884	Bibhabati's Share In Dag No. 73
85	Bibhabati Basu	14	1.5555	Bibhabati's Share In Dag No. 85
86	Bibhabati Basu	59	6.555	Bibhabati's Share In Dag No. 86
		<b>Total</b>	<b>23.7756</b>	<b>Bibhabati's Property</b>

5.1.3 **Demise of Bibhabati Dey:** Bibhabati Dey, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind her surviving, her 2 (two) sons, namely, (1) Tapan Basu (Vendor No. 3.8 hereinabove) and (2) Basudeb Basu (Vendor No. 3.9 hereinabove) and her 3 (three) daughters, namely, (1) Geetarani Dey, (2) Sabita Chowdhury (Vendor No. 3.11 hereinabove) and (3) Namita Basu (Vendor No. 3.10 hereinabove) as her only legal heirs and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Bibhabati Dey in Bibhabati's Property comprised in the Mother Property. The Said Property is a portion of Bibhabati's Property and is also the subject matter of this conveyance.

5.1.4 **Demise of Geetarani Dey:** Geetarani Dey, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind her surviving, her 3 (three) sons, namely, (1) Ajoy Kumar Dey (Vendor No. 3.1 hereinabove) (2) Ashim Kumar Dey (Vendor No. 3.2 hereinabove) and (3) Jagannath Dey (Vendor No. 3.3 hereinabove) and her 3 (three) daughters, namely, (1) Anima Dey (Vendor No. 3.4 hereinabove), (2) Anita Dey (Vendor No. 3.5 hereinabove) and (3) Amita Adhikari (Vendor No. 3.6 hereinabove) as her only legal heirs and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Geetarani Dey in Bibhabati's Property.

5.1.5 **Demise of Asit Basu:** Asit Basu, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind her surviving his wife Sabita Basu (Vendor No. 3.7 hereinabove) and 2 (two) sons, namely, (1) Shyam Sundar Basu (Vendor No. 3.12 hereinabove) and (2) Shib Sundar Basu (Vendor No. 3.13 hereinabove) as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Asit Basu in Bibhabati's Property.



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- 5.1.6 **Absolute Ownership of Vendors:** In the circumstances mentioned above, the Vendors have become the undisputed and absolute owner of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property, comprised in the Said Property formed out of Bibhabati's Property, free from all encumbrances.
- 5.1.7 **Power of Attorney by Vendors:** By a General Power of Attorney [POA] dated 5<sup>th</sup> April, 2013, registered in the Office of Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. IV, CD Volume No. 1, at Pages 5317 to 5329, being Deed No. 00577 for the year 2013, the Vendors appointed, constituted and nominated (1) Shyam Sundar Basu and (2) Shiv Sundar Basu, as their true and lawful attorneys and empowered/authorized them to execute proper deeds of conveyance in order to convey and transfer Bibhabati's Property in favour of any intending purchaser/s. The POA is valid and subsisting and has not been revoked or rescinded by the Vendors.
- 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 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 Vendors 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 Vendors:** The Vendors 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 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



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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, 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 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 **2<sup>nd</sup> Schedule** below, being **(1)** the First Property, i.e. land classified as *sali* (agricultural) measuring 0.7036 (zero point seven zero three six) decimal, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 34 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 0.8147 (zero point eight one four seven) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 43 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (3)** the Third Property, i.e. land classified as *sali* (agricultural) measuring 1.7406 (one point seven four zero six) decimal, more or less, out of 47 (forty seven) decimal, being a portion of R.S./L.R. *Dag* No. 45, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in **Part III** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 45 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (4)** the Fourth Property, i.e. land classified as *sali* (agricultural) measuring 1.9628 (one point nine six



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two eight) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruiipur, within the jurisdiction of HGP, Sub-Registration District Baruiipur, District South 24 Parganas, more fully described in **Part IV** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 73 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (5)** the Fifth Property, i.e. land classified as *sali* (agricultural) measuring 0.5185 (zero point five one eight five) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruiipur, within the jurisdiction of HGP, Sub-Registration District Baruiipur, District South 24 Parganas, more fully described in **Part V** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 85 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (6)** the Sixth Property, i.e. land classified as *sali* (agricultural) measuring 2.185 (two point one eight five) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. *Dag* No. 86, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruiipur, within the jurisdiction of HGP, Sub-Registration District Baruiipur, District South 24 Parganas, more fully described in **Part VI** of the **1<sup>st</sup> Schedule** below, the said R.S./L.R. *Dag* No. 86 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.16,00,000/- (Rupees sixteen lac) 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, 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 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 vendors 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, 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 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 their successors-in-interest and 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 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.
- 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' 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' successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation:** The Vendors declare that the Purchaser' shall be fully entitled to mutate the Purchaser' name in all public and statutory records and the Vendors hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorneys 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 undertakes to cooperate with the Purchaser in all respect for causing mutation of the Said Property in the name of the Purchaser 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 their 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.



Adal. District ~~Sub-Registrar~~  
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**1<sup>st</sup> Schedule**  
**Part I**  
**(First Property)**

Land classified as *sali* (agricultural) measuring 0.7036 (zero point seven zero three six) decimal, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 493, *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 *Dag* No. 34 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* Nos. 35 and 36
- On the East** : By R.S./L.R. *Dag* Nos. 32 and 33
- On the South** : By R.S./L.R. *Dag* No. 41
- On the West** : By R.S./L.R. *Dag* Nos. 37 and 38

**Part II**  
**(Second Property)**

Land classified as *sali* (agricultural) measuring 0.8147 (zero point eight one four seven) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 493, *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 *Dag* No. 43 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. 42
- On the East** : By R.S./L.R. *Dag* No. 44
- On the South** : By R.S./L.R. *Dag* Nos. 66 and 67
- On the West** : By R.S./L.R. *Dag* No. 40

**Part III**  
**(Third Property)**

Land classified as *sali* (agricultural) measuring 1.7406 (one point seven four zero six) decimal, more or less, out of 47 (forty seven) decimal, being a portion of R.S./L.R. *Dag* No. 45, recorded in L.R. *Khatian* No. 493, *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 *Dag* No. 45 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:



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- On the North** : By R.S./L.R. *Dag* No. 46  
**On the East** : By R.S./L.R. *Dag* No. 53  
**On the South** : By R.S./L.R. *Dag* No. 54  
**On the West** : By R.S./L.R. *Dag* No. 44

**Part IV**  
**(Fourth Property)**

Land classified as *sali* (agricultural) measuring 1.9628 (one point nine six two eight) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 493, *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 *Dag* No. 73 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* Nos. 39 and 40  
**On the East** : By R.S./L.R. *Dag* No. 72  
**On the South** : By R.S./L.R. *Dag* No. 75  
**On the West** : By Road

**Part V**  
**(Fifth Property)**

Land classified as *sali* (agricultural) measuring 0.5185 (zero point five one eight five) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 493, *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 *Dag* No. 85 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. 79  
**On the East** : By R.S./L.R. *Dag* No. 86  
**On the South** : By R.S./L.R. *Dag* No. 84  
**On the West** : By Road

**Part VI**  
**(Sixth Property)**

Land classified as *sali* (agricultural) measuring 2.185 (two point one eight five) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. *Dag*



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No. 86, recorded in L.R. *Khatian* No. 493, *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 *Dag* No. 86 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.71
- On the East** : By R.S./L.R. *Dag* Nos.70 and 87
- On the South** : By portion of land belonging to *Mouza* Khas Mallick
- On the West** : By R.S./L.R. *Dag* Nos. 79 and 85

**2<sup>nd</sup> Schedule**  
**(Said Property)**  
**[Subject matter of Sale]**

Land classified as *sali* (agricultural) measuring 0.7036 (zero point seven zero three six) decimal, out of 19 (nineteen) decimal, being a portion of R.S./L.R. *Dag* No. 34, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, 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 **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 0.8147 (zero point eight one four seven) decimal, more or less, out of 22 (twenty two) decimal, being a portion of R.S./L.R. *Dag* No. 43, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, 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 **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 1.7406 (one point seven four zero six) decimal, more or less, out of 47 (forty seven) decimal, being a portion of R.S./L.R. *Dag* No. 45, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part-III** of the **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 1.9628 (one point nine six two eight) decimal, more or less, out of 53 (fifty three) decimal, being a portion of R.S./L.R. *Dag* No. 73, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part-IV** of the **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 0.5185 (zero point five one eight five) decimal, more or less, out of 14 (fourteen) decimal, being a portion of R.S./L.R. *Dag* No. 85, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part-V** of the **1<sup>st</sup> Schedule** above.



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Land classified as *sali* (agricultural) measuring 2.185 (two point one eight five) decimal, more or less, out of 59 (fifty nine) decimal, being a portion of R.S./L.R. *Dag* No. 86, recorded in L.R. *Khatian* No. 493, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and described in **Part-V** of the **1<sup>st</sup> 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:

<b>Mouza</b>	<b>L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Total Area of Dag (in decimal )</b>	<b>Total Area sold as per Parcha (in decimal)</b>	<b>Total Area sold as per share in Parcha (in decimal)</b>	<b>Name of the Recorded Owner</b>
Harih arpur	34	493	19	0.67	0.7036	Dhirendra Nath Dey
Harih arpur	43	493	22	0.78	0.8147	Dhirendra Nath Dey
Harih arpur	45	493	47	1.80	1.7406	Dhirendra Nath Dey
Harih arpur	73	493	53	1.90	1.9628	Dhirendra Nath Dey
Harih arpur	85	493	14	0.56	0.5185	Dhirendra Nath Dey
Harih arpur	86	493	59	2.22	2.185	Dhirendra Nath Dey
			<b>Total</b>	<b>7.93</b>	<b>7.9252</b>	



✓  
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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.

Shyam Sundar Basu.  
Shib Sundar Basu

**[(1) Shyam Sundar Basu and (2) Shib Sundar Basu for self and constituted attorneys of (1) Ajoy Kumar Dey, (2) Ashim Kumar Dey, (3) Jagannath Dey, (4) Anima Dey (5) Anita Dey, (6) Amita Adhikari, (7) Sabita Basu, (8) Tapan Basu, (9) Basudeb Basu, (10) Namita Basu and (11) Sabita Chowdhury]**

**[Vendors]**

Sushil Kumar Agarwala (SUSHIL KUMAR AGARWALA)

**Darpad Promoters Private Limited**  
**[Authorized Signatory]**  
**[Purchaser]**

**Witnesses:**

Signature: <u>Basudeb Basu</u>	Signature: <u>Saji Mondal</u>
Name: <u>BASUDEB BASU</u>	Name: <u>Saji Mondal</u>
Father's Name: <u>Late Probodh Chandra Basu</u>	Father's Name: <u>Krishna Pada Mondal</u>
Address: <u>Vill. Hariampur, P.O. Mallikpur, 24 Tangs (S)</u>	Address: <u>Vill. Sasuni P.O. Gobindpur, P.O. Sonarpur, Cal-145</u>



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**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs.16,00,000/- (Rupees sixteen lac)** 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. 204560	26.04.13	HDFC Bank	8,00,000/-
By Pay Order vide No. 204565	26.04.13	HDFC Bank	8,00,000/-
		<b>Total</b>	<b>16,00,000/-</b>

Shyam Sundar Basu.

Shiv Sundar Basu

[(1) Shyam Sundar Basu and (2) Shiv Sundar Basu  
for self and constituted attorneys of (1) Ajoy Kumar Dey, (2) Ashim Kumar Dey, (3)  
Jagannath Dey, (4) Anima Dey (5) Anita Dey, (6) Amita Adhikari, (7) Sabita  
Basu, (8) Tapan Basu, (9) Basudeb Basu, (10) Namita Basu and (11) Sabita  
Chowdhury]  
[Vendors]

**Witnesses:**

Signature: Basudeb Basu.

Name: BASUDEB BASU.

Signature: Savitri Mondal.


































Name: Savitri Mondal.



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## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Sushil K.</i> (SUSHIL KUMAR AGARWALA)					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Shil Sundar Basu</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Shyan Sundar Ban.</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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Bauripur, South 24 Parganas

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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 - 05334 of 2013**  
**(Serial No. 06018 of 2013 and Query No. 1611L000008754 of 2013)**

**On 26/04/2013**

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

Presented for registration at 18.39 hrs on :26/04/2013, at the Private residence by Sushil Kumar Agarwal ,Claimant.

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

Execution is admitted on 26/04/2013 by

1. Shiv Sundar Basu, son of Lt. Asit Basu , Village:Haripur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Sushil Kumar Agarwal  
Authorized Signatory, Darpad Promoters Pvt. Ltd., 1st Floor 14 Netaji Subhas Road, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
, By Profession : Business

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

**Executed by Attorney**

Execution by

1. Shiv Sundar Basu, son of Lt. Asit Basu , Village:Haripur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu By Profession: Business,as the constituted attorney of 1. Ajoy Kumar Dey 2. Namita Basu 3. Sabita Chowdhury 4. Ashim Kumar Dey 5. Jagannath Dey 6. Anima Dey 7. Anita Dey 8. Amita Adhikari 9. Sabita Basu 10. Tapan Basu 11. Basudeb Basu is admitted by him.

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

( Panchali Munshi )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 04/06/2013**

**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.-16,00,000/-

Certified that the required stamp duty of this document is Rs.- 80010 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

Execution is admitted on 04/06/2013 by

1. Shyam Sundar Basu, son of Lt. Asit Basu , Village:Haripur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business

( Panchali Munshi )  
ADDITIONAL DISTRICT SUB-REGISTRAR





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

Endorsement For Deed Number : I - 05334 of 2013  
(Serial No. 06018 of 2013 and Query No. 1611L000008754 of 2013)

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

**Executed by Attorney**

Execution by

1. Shyam Sundar Basu, son of Lt. Asit Basu , Village:Haripur, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu By Profession: Business,as the constituted attorney of 1. Ajoy Kumar Dey 2. Namita Basu 3. Sabita Chowdhury 4. Ashim Kumar Dey 5. Jagannath Dey 6. Anima Dey 7. Anita Dey 8. Amita Adhikari 9. Sabita Basu 10. Tapan Basu 11. Basudeb Basu. is admitted by him.

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

( Panchali Munshi )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 07/06/2013**

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

**Payment of Fees:**

Amount by Draft

Rs. 17596/- is paid , by the draft number 757170, Draft Date 08/05/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 07/06/2013

( Under Article : A(1) = 17589/- ,E = 7/- on 07/06/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 80010/- is paid , by the draft number 757169, Draft Date 08/05/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 07/06/2013

( Panchali Munshi )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Panchali Munshi )

ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 13  
Page from 3618 to 3637  
being No 05334 for the year 2013.



(Panchali Munshi) 10-June-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. BARUIPUR  
West Bengal