

191

KM/65

D 5210/13

Saha & Ray

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

239/13
3/12/13

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

60AA 119707

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

Sub-Registrar
Barrackpore, South 24 Parganas
04 JUN 2013

CONVEYANCE

1. Date: 3rd December, 2012

2. Place: Kolkata

3. Parties:

3.1 **Joy Mukherjee**, son of Nilratan Mukherjee, residing at 5A, Heysam Road, Police Station Bhawanipore, Kolkata -700020 (**Vendor**, includes successors-in-interest)

Sunip Mandal

J. Mukherjee

03 DEC 2013

94731

SAHA & RAY
Advocates

3A/1, 3rd Floor, Hastings Chambers
7C, Kram Shankar Roy Road
Kolkata - 700001

NAME.....	7C, Kram Shankar Roy Road
ADD.....	Kolkata - 700001
Rs.....	
- 7 NOV 2012	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kol-1	



- 7 NOV 2012

- 7 NOV 2012

Sunip Mondal



V C I I -
5009

Sunip Mondal



V C I I -
50013

J. Mukherjee

H. Mukherjee
Moloy Mukherjee

At. Hiranjan Mukherjee
21/4/3/1 A.K. Mukherjee Road

Kolkata - 90.

Service.



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

And

- 3.2 **Broad Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 [**PAN AAECB6602N**], represented by its authorized signatory, Sunip Mandal, son of Guru Prasad Mandal, of 99A, Park Street, Police Station Park Street, Kolkata-700016 (**Purchaser**, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 2.6664 (two point six six six four) decimal, more or less [equivalent to 1.6132 (one point six one three two) *cottah*, more or less], out of 8 (eight) decimal, being a portion of R.S./L.R. *Dag* No. 14, recorded in L.R. *Khatian* No. 863, *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 **Schedule** below, the said R.S./L.R. *Dag* No. 14 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 have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Ownership of Said Property:** Joy Mukherjee is the recorded owner of the Said Property, free from all encumbrances.
- 5.1.2 **Absolute Ownership of Vendor:** In the circumstance mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property comprises of the First Property and the Second 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

J. Mukherjee

Sunip Mandal



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

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 have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 **Surrender of Rights by Pushpadant Infrastructure Limited:** Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 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.

J. Mukherjee

Sunip, Mondal



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

7. Transfer

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 2.6664 (two point six six six four) decimal, more or less [equivalent to 1.6132 (one point six one three two) *cottah*, more or less], out of 8 (eight) decimal, being a portion of R.S./L.R. *Dag* No. 14, recorded in L.R. *Khatian* No. 863, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP Sub-Registration District Baruipur, District South 24 Parganas, **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.2,00,000/- (Rupees two lac) 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, 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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor 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:

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.

J. Mukherjee

Sumip Mondal



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, 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 its 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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 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.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) 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 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 Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

J. Mukherjee

Sunip Mandal



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

**Schedule
(Said Property)**

Land classified as *sali* (agricultural) measuring 2.6664 (two point six six six four) decimal, more or less [equivalent to 1.6132 (one point six one three two) *cottah*, more or less], out of 8 (eight) decimal, being a portion of R.S./L.R. *Dag* No. 14, recorded in L.R. *Khatian* No. 863, *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. 14 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. 7
On the East : By R.S./L.R. *Dag* No. 13
On the South : By R.S./L.R. *Dag* No. 15
On the West : By Road

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

The details of the Said Property are tabulated below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatia</i> n Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	14	863	8	2.6664	Joy Mukherjee
Total				2.6664	

J. Mukherjee

Sunup Mandal



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

9. Execution and Delivery

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

J. Mukherjee

[Joy Mukherjee]
[Vendor]

Sumip Mondal

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

Drafted by

Prandhari
Adv.
High Court, Calcutta.

Witnesses:

Signature: *Sumip Mondal*

Signature: *H. Mukherji*

Name: *Sumip Mondal*

Name: *Hriday Mukherjee*

Father's Name: *Krishna Prasa*

Father's Name: *Dr. Minanjan Mukherjee*

Address: *Mondal*

Address: *21/4/B/1 A.K. Mukherjee Road*

111-520000
P.O. Gobindapur. P.S. Sonar Kolkata - 90.
cat-145 pur



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.2,00,000/- (Rupees two 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.366248	29.11.2012	Axis Bank	2,00,000/-
Total			2,00,000/-

J. Mukherjee

[Joy Mukherjee]
[Vendor]

Witnesses:

Signature: *Sapi Khandel*

Name: *Sapi Khandel*

Signature: *H. Mukherjee*

Name: *Holey Mukherjee*



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
---------	--



Sunip Mondal

	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



J. Mukherjee

	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



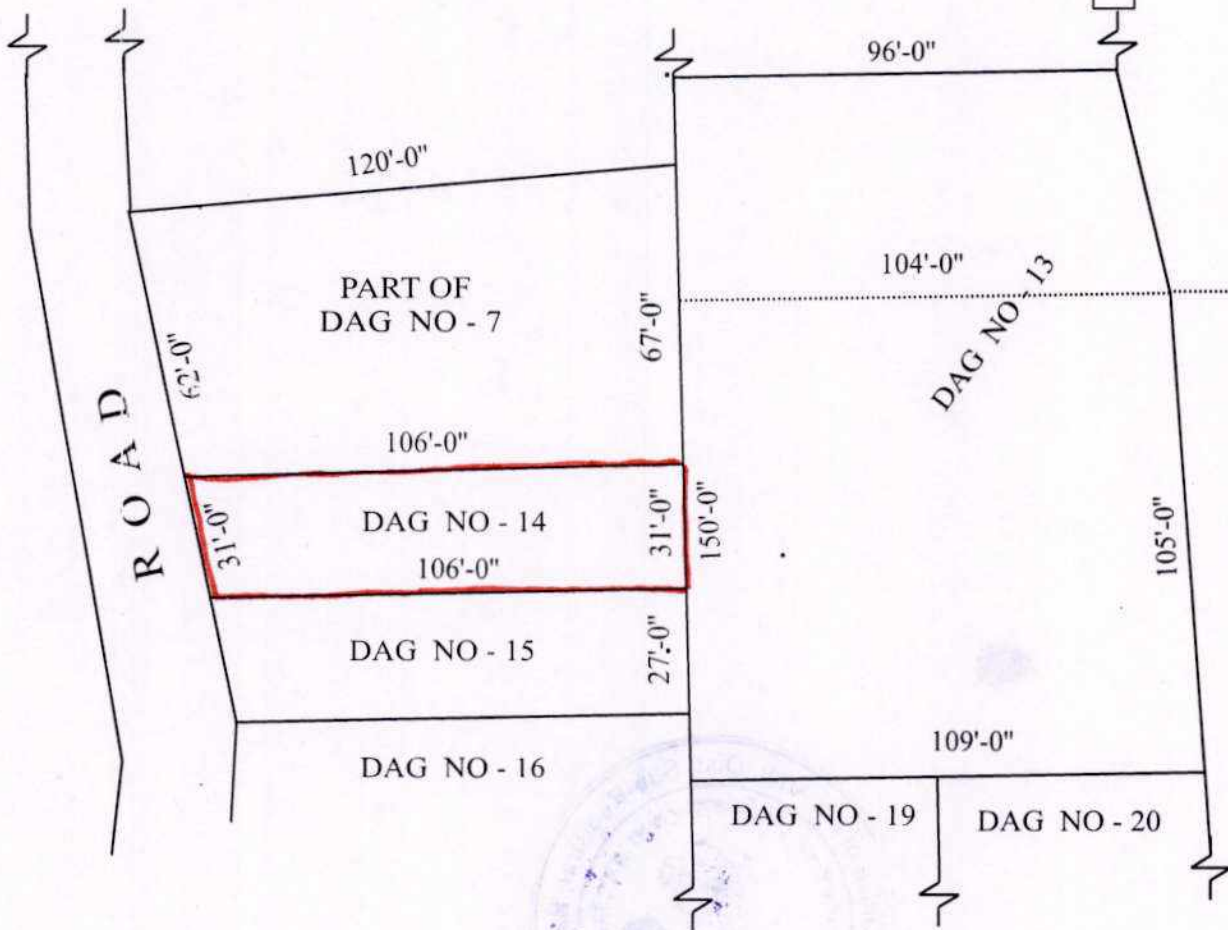
Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012

SITE PLAN

SHOWING THE POSITION AT MOUZA - KHASHMALLICK, J.L. NO.35,
UNDER HARIHARPUR GRAMPANCHAYAT, P.S. - BARUIPUR, DIST.
- SOUTH 24 PARGANAS

DAG NO.	AREA OF LAND
14	8 DECIMALS (M/L)



J. Mukherjee

Sumip Mandal

Trace by

Azad Mondal

SURVEYER

AZAD MONDAL

Khodar Bazar, P.O. & P.S. - Baruiपुर

Kolkata-700144

Regd. No.-03 / 2001

03 DEC 2015



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

03 DEC 2012



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

Endorsement For Deed Number : I - 05210 of 2013
(Serial No. 00191 of 2013 and Query No. 1611L000000239 of 2013)

On 03/12/2012

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

Presented for registration at 21.00 hrs on :03/12/2012, at the Private residence by Sunip Mandal ,Claimant.

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

Execution is admitted on 03/12/2012 by

1. Joy Mukherjee, son of Nilratan Mukherjee , 5a. Heysam Road, Thana:-Bhowanipur, District:-Kolkata, WEST BENGAL, India, Pin :-20, By Caste Hindu, By Profession : Others
2. Sunip Mandal
Authorized Signatory, Broad Tie Up Pvt. Ltd., 99a. Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-16.
, By Profession : Business

Identified By Moloy Mukherjee, son of Lt. Hiranjan Mukherjee, 21/4/3/1 A. K. Mukherjee Road, District:-Kolkata, WEST BENGAL, India, Pin :-90, By Caste: Hindu, By Profession: Service.

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 07/01/2013

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.-8,88,681/-

Certified that the required stamp duty of this document is Rs.- 44444 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 04/06/2013

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

1. Rs. 6211/- is paid , by the draft number 751381, Draft Date 22/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 04/06/2013

(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 - 05210 of 2013
(Serial No. 00191 of 2013 and Query No. 1611L000000239 of 2013)

2. Rs. 3564/- is paid , by the draft number 752225, Draft Date 22/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 04/06/2013

(Under Article : A(1) = 9768/- ,E = 7/- on 04/06/2013)

Deficit stamp duty

Deficit stamp duty

1. Rs. 28222/- is paid , by the draft number 751380, Draft Date 21/05/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 04/06/2013
2. Rs. 16222/- is paid , by the draft number 752224, Draft Date 21/05/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 04/06/2013

(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 1678 to 1691
being No 05210 for the year 2013.



(Panchali Munshi) 05-June-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARUIPUR
West Bengal