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The ont is strand to

Shree Balasaria Construction (P) Ltd.

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• 4 JAN 2012

3.1

MR. BIPIN BEHARI NASKAR son of Late Asutosh Nasakr, by faith Hindu, by Nationality Indian, residing at Kadampukur, Police Station Rajarhat, District North 24, Parganas, West Bengal, India (Vendor, which term or expression shall, unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors-ininterest, successors-in interest and/or assigns), represented by his constituted attorney namely Balasaria Cosntruction Private Limited, a Company incorporated under the provisions of having its office at 20, Mullick Street, Police Station Burrabazar, Kolkata 700007, duly represented by its one of the Directors namely Subhash Chandra Balasaria son of of Late Suraj Mall Balasaria, by faith- Hindu, by occupation Business, residing at Ambika Tower, 40, Dobson Road, Police Station Golabari, Howrah-711101.

#### AND

- **3.2 PREM LAL JAIN,** son of Late MadanLal Jain by faith Hindu, by Nationality Indian, by occupation Business residing at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. ACVPJ 2348D).
- **3.3 MRS. PRAMILA JAIN** wife of PremLal Jain, by faith Hindu, by Nationality Indian, by occupation House wife/Business residing at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. ACOPJ 4365K).
- **3.4** SHRAYANS JAIN son of PremLal Jain, by faith Hindu, by Nationality Indian, by occupation Business residing at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AEYPJ 9340Q).
- **3.5 RISHI JAIN** son of PremLal Jain, by faith Hindu, by Nationality Indian, by occupation Business residing at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AFNPJ 3406K).
- **3.6 ARUN INVESTMENTS AND COMMERCIAL PRIVATE LIMITED**, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata – 700013. (Having PAN No. AACCA 5810F).

- 3.7
  - 7 DUBSON DEALCOM PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata – 700013. (Having PAN No. AABCD 1971B).
  - 3.8 JAINEX COMMERCE PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AABCJ 2570L).
  - 3.9 PINKU SONU INVESTMENTS AND PROPERTIES PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata – 700013. (Having PAN No. AABCP 6980A).
  - **3.10 MANIK FINTRADE PRIVATE LIMITED,** a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AADCM 2561M).
  - 3.11 JFC HIRE PURCHASE PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AAACJ 6819R).
  - **3.12 PARAS FINVEST PRIVATE LIMITED,** a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AABCP 8232F).
  - 3.13 NORTEL DEALCOM PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AABCN 6151B).
  - 3.14 DOLPHIN AGENTS PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AABCD 1177D).

- **3.15 DREAM APPLICATION SOFTWARE PRIVATE LIMITED**, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AADCD 3527B).
- 3.16 DREAM NIRMAN PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCD 4215B).
- 3.17 BISWAPITA PROPERTIES PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata – 700013. (Having PAN No. AACCB 7272J).
  - 3.18 JAIMATA CREATIONS PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AABCJ 6049G).
  - **3.19** U.S.CREATION PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AAACU 7820P).
  - **3.20 BAJRANG CREATIONS PRIVATE LIMITED,** a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCB 7273K).
  - **3.21 RISU IMPEX PRIVATE LIMITED**, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AADCR 1403N).
  - 3.22 SYMPHONIC VANIJYA PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AAJCS 4763L).

- 3.23 DAMODAR TRADING PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCD 4213M).
- 3.24 DREAM ENCLAVE PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCD 4217D).
- 3.25 DREAM DEVELOPERS PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCD 0167A).
- **3.26** JAIN PLAZA PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AABCJ 7122Q).
- **3.27 DREAM TOWER KOLKATA PRIVATE LIMITED**, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCD 4214A).
- **3.28 GROWWELL VYAPAAR PRIVATE LIMITED**, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCG 8455A).
- **3.29** JAIN GROUP PROJECTS PRIVATE LIMITED, a private limited company incorporated under the provision of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata 700013. (Having PAN No. AACCJ 1203D).

**[Collectively PURCHASERS** which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors-in-interest, successors-in- office and/or assigns).

Vendor and Purchasers collectively Parties and individually Party.

## NOW THIS CONVEYANCE WITNESSES:

- 4. Subject Matter of Conveyance:
  - 4.1 Said Land: ALL THAT Piece and parcel of Land [1] measuring 7.5 decimal more or less comprised in R.S. /L.R. Dag No. 243, R.S. Khatian Nos. 544 corresponding to L.R. Khatian No. 414, Mouza:- Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station Rajarhat, ADSR, Bidhannagar, Salt Lake City District Sub Registry Office Barasat, District 24Parganas (North), under the Patharghata Gram Panchayat and [2] Sali Land measuring 4.5 decimal comprised in R.S. /L.R. Dag No. 244, R.S. Khatian No. 544 corresponding to L.R. Khatian No. 414 in Mouza:-Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City District Sub Registry Office, Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat [Said Land], described in the Schedule below.

#### 5. Representations, Warranties and Covenants of the Vendor:

5.1 Representations, Warranties and Covenants on Chain of Title:

- 5.1.1 Ownership of Amjed Ali Mondal, Ahed Ali Mondal, Sahad Ali Mondal, Rahaman Ali Mondal and Jamat Ali Mondal all sons of Late Soleman Mondal : Amjed Ali Mondal, Ahed Ali Mondal, Sahad Ali Mondal, Rahaman Ali Mondal and Jamat Ali Mondal were joint owners of the piece and parcel of Land measuring 124 decimal more or less comprised in R.S. /L.R. Dag Nos. 243 and 244, R.S. Khatian Nos. 544, in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City, District Sub Registry Office, Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat [Mother Land].
- 5.1.2 Sale to Asutosh Naskar: By a Deed of Sale dated 1<sup>st</sup> November, 1962, registered in the office of the Sub

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Registrar at Cossipore, Dum Dum in recorded Book No. I, Volume No. 124, Pages 156 to 159, being Deed No. 8690 for the year 1962, Amjed Ali Mondal, Ahed Ali Mondal, Sahad Ali Mondal, Rahaman Ali Mondal and Jamat Ali Mondal, all sons of Late Soleman Mondal sold, transferred, conveyed and Assigned the [1] Land measuring 52.5 decimal more or less comprised in R.S. /L.R. Dag No. 243, R.S. Khatian No. 544 and [2] Land measuring 16 decimal more or less out of 68.5 decimal more or less comprised in R.S. /L.R. Dag No. 244, R.S. Khatian No. 544 in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City, District Sub Registry Office, Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat [Land] out of the Mother Land to Asutosh Naskar, thus Asutosh Naskar became the sole and absolute owner of the Land.

5.1.3 Demise of Asutosh Naskar & Devolution of Interest : Asutosh Naskar died intestate, leaving behind his legal heirs his widow namely Smt. Sumitra Naskar and 3 sons namely [1] Bipin Behari Naskar, [2] Gobinda Chandra Naskar and [3] Bijay Naskar and 4[four] daughters namely [1] Jashobala Naskar, [2] Indubala Naskar, [3] Phul Kumari Naskar and [4] Sandhya Naskar inherited his right, title and interest in the Land in accordance with Hindu Law in the following Manner :

Name of heir	Relationship
Smt. Sumitra Naskar	wife
Bipin Behari Naskar,	son
Gobinda Chandra Naskar	son
Bijay Naskar	son
Jashobala Naskar,	daughter
Indubala Naskar	daughter
Phul Kumari Naskar	daughter
Sandhya Naskar	daughter

5.1.4 Demise of Smt. Sumitra Naskar & Devolution of Interest : Smt. Sumitra Naskar died intestate, leaving behind his legal heirs his 3 sons namely [1] Bipin Behari Naskar, [2] Gobinda Chandra Naskar and [3] Bijay Naskar and 4[four] daughters namely [1] Jashobala

Naskar, [2] Indubala Naskar, [3] Phul Kumari Naskar and [4] Sandhya Naskar inherited Smt. Sumitra Naskar shares of her right, title and interest in the Land in accordance with Hindu Law in the following Manner :

Name of heir	Relationship	
Bipin Behari Naskar,	son	
Gobinda Chandra Naskar	son	
Bijay Naskar	son	
Jashobala Naskar,	daughter	
Indubala Naskar	daughter	
Phul Kumari Naskar	daughter	
Sandhya Naskar	daughter	

5.1.5 **Demise of Indubala Naskar & Devolution of Interest** : Indubala Naskar died intestate, leaving behind his legal heirs his 2 sons namely Kanai Naskar and Nemai Naskar, her right, title and interest in the Land in accordance with Hindu Law in the following Manner :

Name of heir	Relationship
Kanai Naskar,	son
Nemai Naskar	son

5.1.6 Demise of Gobinda Chandra Naskar & Devolution of Interest : Gobinda Chandra Naskar died intestate, leaving behind his legal heirs his widow Smt. Shibani Naskar and 3 daughters namely [1] Smt. Deepa Naskar [2] Smt. Shefali Naskar and [3] Smt. Shyamali Naskar, his right, title and interest in the Land in accordance with Hindu Law in the following Manner :

Name of heir	Relationship
Smt. Shibani Naskar,	wife
Smt. Deepa Naskar	daughter
Smt. Shefali Naskar	daughter
Smt. Shyamali Naskar	daughter

5.1.7 Ownership of [1] Bipin Behari Naskar, [2] Bijay Naskar, [3] Jashobala Naskar, [4] Phul Kumari Naskar[Sardar], [5] Sandhya Naskar[Mondal], [6] Kanai

Naskar, [7] Nemai Naskar, [8] Smt. Shibani Naskar, [9] Smt. Deepa Naskar, [10] Smt. Shefali Naskar and [11] Smt. Shyamali Naskar : In the aforesaid circumstance [1] Bipin Behari Naskar, [2] Bijay Naskar , [3] Jashobala Naskar, [4] Phul Kumari Naskar[Sardar], [5] Sandhya Naskar[Mondal], [6] Kanai Naskar, [7] Nemai Naskar, [8] Smt. Shibani Naskar, [9] Smt. Deepa Naskar, [10] Smt. Shefali Naskar and [11] Smt. Shyamali Naskar are joint owner of the piece and parcel of Land measuring 52.5 decimal more or less comprised in R.S. /L.R. Dag No. 243, R.S. Khatian Nos. 544, in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City, District: Sub Registry Office, Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat [Land].

- Ownership of Bipin Behari Naskar : By virtue of 5.1.8Inheritance Bipin Behari Naskar was the sole and absolute owner of the [1] Land measuring 7.5 decimal more or less comprised in R.S. /L.R. Dag No. 243, R.S. Khatian Nos. 544 corresponding to L.R. Khatian No. 198 and 408 in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City District Sub Registry Office District 24Parganas (North), under Barasat, the Patharghata Gram Panchayat [First Land] and [2] Sali Land measuring 4.5 decimal comprised in R.S./L.R. Dag No. 244, R.S. Khatian No. 544 in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City, District Sub Registry Office at Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat [Third Land] and mutated his name under the L.R. Khatian No. 414.
- 5.1.9 Said Land: the First Land, the Second Land and Third Land collectively Said Land.
- **5.1.10** Ownership of Vendor: In the aforesaid circumstances, the Vendor is the sole and absolute of the Said Land and free from all encumbrances and described in the Schedule below.

- 5.1.11 Grant of Powers and Authorities to Attorney: By a Power of Attorney, registered in the office of the District Sub-Registrar II, Barasat, North 24, Parganas recorded in Book No. IV, CD Volume No. I, Pages 1825 to 1836 for being Deed No. 129 for the year 2008, the Vendor granted certain powers and authorities to Balasaria Construction Private Limited having its office at 20 Mullick Street, P. S. Burrabazar Kolkata – 700007, represented by one of its Directors namely Subhash Chandra Balasaria relating to sale of the Said Land, described in the Schedule below.
- 5.1.12 Negotiation of the said Land: on the strength of the above referred Power of Attorney, a negotiation has taken place between the said Subhas Chandra Balasaria and the Buyers hereto for selling out of the said land on 7<sup>th</sup> October, 2011 @ the consideration amount mentioned in Para 7.2 hereinafter written. The said consideration amount has duly been paid to the Attorney by the Buyers for purchasing of the said land which the Attorney to the Vendor hereby admits and acknowledges.
- 5.1.13 The Attorney doth hereby declare and Confirm that it has paid the entire consideration Amount to the Grantor, the Vendor herein and there is no outstanding Amount lying against the land described in the schedule below as on date. The Attorney doth hereby further declare that the Grantor has also handed over the khas, vacant and peaceful possession of the said land.
- **5.1.14** The Attorney further declares that the above referred Power of Attorney is still valid and subsisting and have not been revoked so far and it has been sufficiently empowered to sell and conveyance the Land and the same has also been confirmed and verified by the Purchasers herein.
- 5.1.15 **True and Correct Representations:** The Vendor is the undisputed sole and absolute owner of the Said Land and such ownership having been acquired in the manner stated in Clauses 5.1.1 to **5.1.15** above, the contents of which are all true and correct.
- 5.2 Representations, Warranties and Covenants on Encumbrances:

- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition or requisition of the Said Land and declares that the Said Land is not affected by any scheme of the Gram Panchayat/ Municipal Authority or Government or any Statutory Body.
- 5.2.2 No Encumbrance by Act of Vendor : The Vendor has not, at any point of time, done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.3 **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 Land to the Purchaser.
- 5.2.4 Free from all Encumbrances: The Purchasers had themselves and/or through their representative(s), search, and verified the said land along with inspected documents of the said land/property in all the concern departments / offices and authorities and found the title, ownership, possession of the said land belong to the vendor and declarations of the Vendor is true. Purchasers are fully satisfied with the title, possession and other related aspects of the said land. The Said Land is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, bargadars Income Tax Attachment, Financial Institution charges and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the predecessors-in-title and the title of the Vendor to the Said Land is free, clear and marketable.
  - 5.2.5 **No Personal Guarantee:** The Said Land is not affected by or subject to any personal guarantee for securing any financial accommodation.
  - 5.2.6 **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 Land or any part thereof.

#### 6. Background:

6.1 **Agreement to Sell and Purchase:** The Purchasers have approached and offered to purchase the Said Land and the Purchasers after their entire satisfaction, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**) have agreed to purchase the Said Land.

## 7. Transfer:

- Conveyance: The Vendor hereby sells, conveys and transfers to 7.1the Purchaser, free from all encumbrances, Vendor's right, title and interest of whatsoever or howsoever nature in the Said Land, being ALL THAT Piece and parcel of Land [1] measuring 7.5 decimal more or less comprised in in R.S. /L.R. Dag No. 243, R.S. Khatian Nos. 544, corresponding to L.R. Khatian No. 414, in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City, District Sub Registry Office Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat and [2] Sali Land measuring 4.5 decimal comprised in R.S. /L.R. Dag No. 244, R.S. Khatian No. 544 corresponding to L.R. Khatian No. 414 in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City District Sub Registry Office Barasat, District: 24 Parganas (North), under the Patharghata Gram Panchayat [collectively Said Land], described in the Schedule below.
  - 7.2 **Consideration:** The sale, conveyance and transfer of the Said Land is being made in consideration of a sum of **Rs. 29,08,000/**-(**Rupees Twenty Nine Lac and Eight Thousand only**) paid to the Vendor the entirety of which has been received by the Vendor and the Vendor has executed the Receipt and Memo of Consideration below to admit and acknowledge the same.

# 8. Terms of Transfer:

- 8.1 **Salient Terms:** The transfer being affected 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 encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, Will, debutters, trusts, prohibitions, bargadars, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2 **Together With:** The transfer being affected by this Conveyance is together with all other rights the Vendor has in the Said Land and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Land.
- 8.3 **Subject To:** The transfer being affected by this Conveyance is subject to:
  - 8.3.1 **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.
- 8.4 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Land has been handed over by the Vendor to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Land 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor.

#### Schedule

## (Said Land) [Subject Matter of Sale]

ALL THAT Piece and parcel of Land [1] measuring 7.5 decimal more or less comprised in in R.S. /L.R. Dag No. 243, R.S. Khatian Nos. 544 corresponding to L.R. Khatian No. 414, in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City District Sub Registry Office Barasat, District: 24Parganas (North), under the Patharghata Gram Panchayat and [2] Sali Land measuring 4.5 decimal comprised in R.S. /L.R. Dag No. 244, R.S. Khatian No. 544 corresponding to L.R. Khatian No. 414 in Mouza Kadampukur, J.L. No. 25, Touzi No. 173, R.S. No. 83, Police Station: Rajarhat, ADSR, Bidhannagar, Salt Lake City, District: Sub Registry Office Barasat, District 24Parganas (North), under the Patharghata Gram Panchayat

**Together with** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said **Land and butted and bounded as follows:** 

DAG NO. 243

9.

On the South		MUNICIPAL ROAD
on the obtain	·	
On the North	:	R.S. DAG NOS. 234,235, 232 AND 197
On the East	:	R.S. DAG NO. 241
On the West	:	PART OF R.S. DAG NOS. 243 AND 197
DAG NO. 244		
On the South	:	MUNICIPAL ROAD.
On the North	•	R.S. DAG NOS. 243
On the East	:	R.S. DAG NOS. 243
	•	
On the West Execution and De	: liverv:	R.S. DAG NOS. 243
Execution and De	mery.	

9.1 In witness whereof the Vendor and Purchasers have executed and delivered this instrument of Conveyance on the date given above.

Shree Balasaria Construction (P) Ltd.

as constituted altoney [Vendor] of Bipin Bihon Naskar.

Witnesses:

Manish Bansol I He chi Minn Saraw Kol-70 1.

2. Rabi Narrayan Tropathy Rupa & Co. Ito) Metro Tower (Om Floor) 1 Marcha - Minch Sarrad Jeor & A7A. 71

# Receipt and Memo of Consideration

**Received** from the Purchaser the sum of **Rs. 29,08,000/-** (**Rupees Twenty Nine Lac and Eight Thousand only**) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode	Date	Drawn on	Amount[Rs.]
246573	03.01.2012	ICICI Bank, R. N. Mukherjee Road, Kolkata	Rs. 20,00,000/-
246571	03.01.2012	ICICI Bank, R. N. Mukherjee Road, Kolkata	Rs. 9,08,000/-

Shree Balasaria Construction (P) Ltd.

Balance Director [Vendor] Dipin Bihan Naskan

Witnesses:

Marith Bausal\_ 1.

2. Rabi Marayan Tropetty

Drafted by me as per documents produce before me Mani Sankar Roy Chowdhury Advocate, High Court, Calcutta



# Government Of West Bengal Office Of the A. D. S. R. BIDHAN NAGAR District: North 24-Parganas

### Endorsement For Deed Number : I - 00170 of 2012

(Serial No. 00168 of 2012)

On

### Payment of Fees:

#### On 04/01/2012

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

Presented for registration at 19.20 hrs on 04/01/2012, at the Private residence by Subhash Chandra Balasaria, Executant.

### Executed by Attorney

Execution by

 Subhash Chandra Balasaria, Representative of Director, Balasaria Construction Pvt Ltd, 20 Mullick St, Thana:-Burrabazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.
as the constituted attorney of Bipin Behari Naskar is admitted by him.

Identified By M Bansal, son of Shri K N Bansal, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700071, By Caste: Hindu, By Profession: Service.

( Debasish Dhar ) ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 05/01/2012

# 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 : 23,4 of Indian Stamp Act 1899.

#### Payment of Fees:

Amount By Cash

Rs. 3/-, on 05/01/2012

Amount by Draft

Rs. 31988/- is paid, by the draft number 155757, Draft Date 04/01/2012, Bank Name State Bank of India, JEEVAN DEEP, received on 05/01/2012

(Under Article : A(1) = 31977/-, E = 14/- cn 05/01/2012)

# 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.-2908000/-

Certified that the required stamp duty of this document is Rs.- 174500 /- and the Stamp duty paid as: Impresive Rs.- 50/-

5 JAN 2012

Deficit stamp duty

Add) District Sub-Registrat Add) District Sub-Registrat Bidin unnagar, (Salt Lake City) Bidin unnagar, (Debasish Dhar) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 1 of 2

05/01/2012 15:47:00



# Government Of West Bengal Office Of the A. D. S. R. BIDHAN NAGAR District:-North 24-Parganas

### Endorsement For Deed Number : I - 00170 of 2012

(Serial No. 00168 of 2012)

Deficit stamp duty Rs. 174480/- is paid, by the draft number 155644, Draft Date 03/01/2012, Bank Name State Bank of India, JEEVAN DEEP, received on 05/01/2012

( Debasish Dhar ) ADDITIONAL DISTRICT SUB-REGISTRAR



Add. District Sub-Registrar Bidbannagar, (Salt Lake City) (Debasish Dhar) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 2 of 2

# Page No. SPECIMEN FORM TEN FINGERPRINTS

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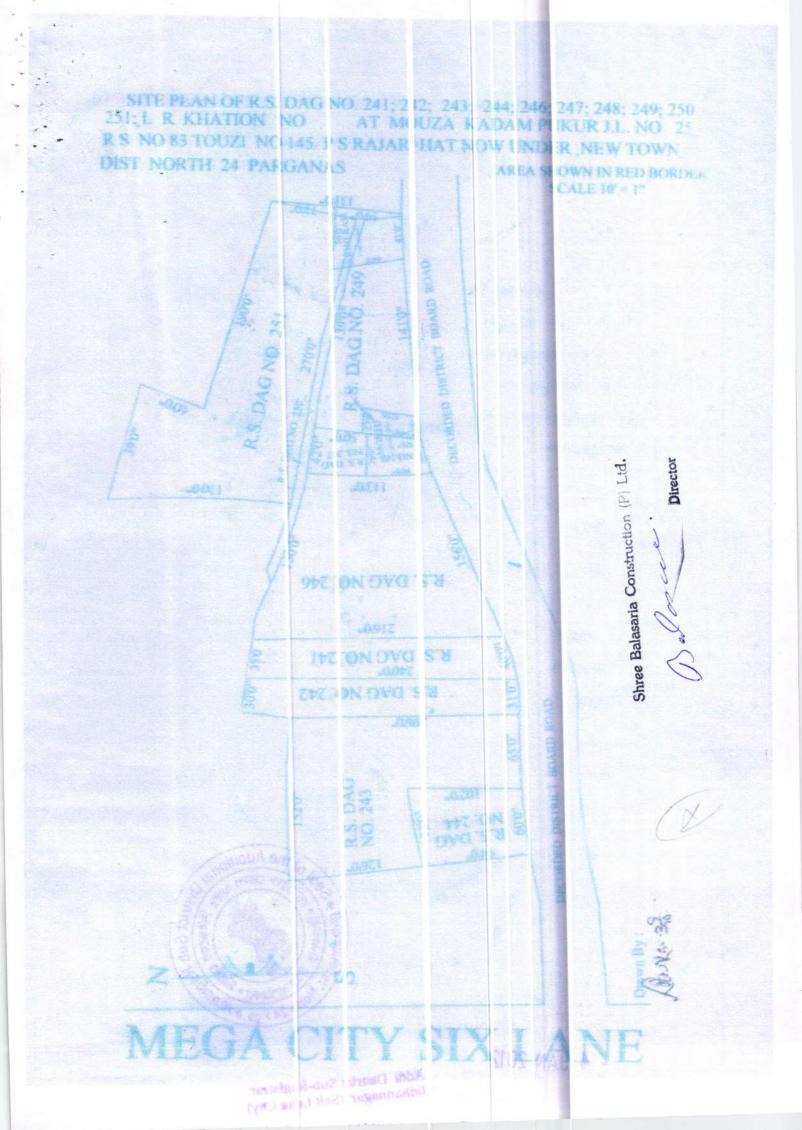
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# DATED 4th DAY OF Jenny , 2012

Between

MR. BIPIN BEHARI NASKAR ... Vendor

> And Prem Lal Jain and Ors. ... Purchaser

# DEED OF CONVEYANCE

Land at Mouza Kadampukur District North 24, Parganas

Mani Sankar Roychowdhury Advocate Raja Chambers 4, Kiran Sankar Roy Road Kolkata-700 001

Certificate of Registration under section 10 and Rule 69.

Registered in Book - i CD Volume number 1 Page from 7638 to 7662 being No 00170 for the year 2012.



(Debasish Dhar) 16-January-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAF West Bengal