मारतीय गर न्यायिक भारत INDIA FIVE HUNDRED RUPEES

পশ্চিমবৃঙ্গ पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 29th day of January, 2013 at Kolkata

BETWEEN

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A.D.S.R. Bishnupur Dish Soun 24 Frgs

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Service.

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SRI PRAVAKAR BHOWMICK son of late Shyamaprasad Bhowmick, by faith Hindu, residing at Vill. Bhasa, P.O. & P.S. Bishnupur, Dist. 24 Parganas (South) hereinafter called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, administrators, representatives, successors, nominees and assigns) of the **FIRST PART.**

BHATTER INFRASTRUCTURE PVT. LTD., a Private Ltd. Company incorporated under the Companies Act 1956, having its registered office at 14/1, Paul Mansion, 6, 1st floor, Bishop Lefroy Road, P.S. Bhawanipore, Kolkata – 700 020 represented by its Director Mrs. Megna Bhatter wife of Mr. Anubav Bhatter hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS one Shyama Prasad Bhowmick, the deceased father of the owner herein, was the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to all that the piece or parcel of land measuring about 26 decimal pertaining to R.S. Dag No.409 corresponding to L.R. Dag No.423 and 16 decimal pertaining to R.S. Dag No.1155 corresponding to L.R. Dag No.1163 and 10 decimal pertaining to R.S. Dag No.428 corresponding to L.R. Dag No.438 under L.R. Khatian No.1179, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south).

AND WHEREAS while seized and possessed of the said land the said Shyama Prasad Bhowmick died intestate surviving behind him his widow Madhabi Bala Bhowmick, four sons namely Dibakar Bhowmick, Nivakar Bhowmick, Pravakar Bhowmick & Sobhakar Bhowmick and two married daughters namely Mithu Makhal wife of Pratap Makhal & Minati Isu wife of Bidyut Isu as his heirs and successors within the meaning of Hindu Succession Act, 1956 and upon his death they became the joint owners in respect of the said land by virtue of inheritance.

AND WHEREAS thereafter the said Madhabi Bala Bhowmick also died intestate leaving behind her said four sons namely Dibakar Bhowmick, Nivakar Bhowmick, Pravakar Bhowmick & Sobhakar Bhowmick and two daughters namely Mithu Makhal & Minati Isu as her heirs and heiress to succeed the undivided share left by her in the said property.

AND THUS WHEREAS the said Dibakar Bhowmick, Nivakar Bhowmick, Pravakar Bhowmick, the owner herein, Sobhakar Bhowmick, Mithu Makhal and Minati Isu each having an undivided 1/6th share became the absolute joint owners and seized and possessed of or otherwise well and sufficiently entitled to the said entire land measuring about 52 Decimal (26 decimal pertaining to R.S. Dag No.409 corresponding to L.R. Dag No.423 and 16 decimal pertaining to R.S. Dag No.1155 corresponding to L.R. Dag No.1163 and 10 decimal pertaining to R.S. Dag No.428 corresponding to L.R. Dag No.438) under L.R. Khatian No.1179, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) without any interference or interruptions in any manner or nature whatsoever free from all encumbrances.

AND WHEREAS the said agricultural (Sali) land is free from all encumbrances, charges, liens, lispendences, mortgage and / or any other nature whatsoever and have no acquisition or requisition or any other legal proceedings both civil and criminal under the jurisdiction of the Learned Court or elsewhere and no person or persons other than the vendor has any right of ownership, occupancy, easement or otherwise on the said land or any part thereof.

AND WHEREAS the vendor herein came in contact with the purchaser Company herein and expressed his desire to sell out his said undivided 1/6th share in the said agricultural (Sali) land measuring about 52 Decimal (26 decimal pertaining to R.S. Dag No.409 corresponding to L.R. Dag No.423 and 16 decimal pertaining to R.S. Dag No.1155 corresponding to L.R. Dag No.1163 and 10 decimal pertaining to R.S. Dag No.428 corresponding to L.R. Dag No.438) under L.R. Khatian No.1179, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) morefully and particularly described in the SCHEDULE written hereunder and hereinafter referred to as 'The said property' and subsequently the purchaser Company has also agreed and expressed its readiness to purchase the said property at a valuable consideration.

AND WHEREAS the purchaser Company has agreed to purchase and the vendor has agreed to sell his said undivided share in the manner stated hereunder at the agreed consideration of Rs.7,28,714/- (Rupees seven lacs twenty eight thousand seven hundred fourteen) only as specifically mentioned in the Memo of Consideration written hereunder.

R.S. DAG L.R. DAG		TOTAL AREA	OWNER'S AREA(1/6th)	AREA HEREBY SOLD	
1155 <	1163	16 Decimal	2.66 Decimal	2.66 Decimal	
409 /	423	26 Decimal	4.33 Decimal	4.33 Decimal	
428	438	10 Decimal	1.66 Decimal	1 Decimal	
		52 Decimal	8.65 Decimal	7.99 Decimal	

NOW THIS INDENTURE WITNESSETH as under:

That in pursuance of the said agreement and in consideration of the said sum of Rs.7,28,714/- (Rupees seven lacs twenty eight thousand seven hundred fourteen) only to be true and lawful money of the Union of India in hand to the Vendor herein paid by the Purchaser Company at or before the execution of these presents, the receipt whereof the Vendor do hereby by the receipt hereunder written admitted, acknowledged of the same and hereby acquit, release and forever discharge the Purchaser Company as well as ALL THAT piece and parcel of agricultural land measuring about 7.99 satak (decimal) (4.33 decimal pertaining to R.S. Dag No.409 corresponding to L.R. Dag No.423 and 2.66 decimal pertaining to R.S. Dag No.1155 corresponding to L.R. Dag No.1163 and 1 decimal pertaining to R.S. Dag No.428 corresponding to L.R. Dag No.438) under L.R. Khatian No.1179, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganans (south) more fully and particularly described in the schedule written hereunder and hereafter called and referred to as the "said Property" the Vendor does hereby grant, transfer, convey, sell, assign and assure to and unto and in favour of the Purchaser Company free from all encumbrances all that the schedule land drains, water, water courses, water supply, sewer line and other pipe lines etc. and other rights, liberties, easements, quasi-easements, appendages, appurtenances and estate right, title, interest, property claim whatsoever of Vendor's in the said property free from all encumbrances to hold the same absolutely and forever, comprising under Mouza – Bhasa, Police Station Bishnupur, now recorded in Dag No.409, 1155, 428 under Khatian No.1179 in the District of 24 Parganas (South) more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the said property or HOWSOEVER OTHERWISE the said property now is or are at any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular erections, fixtures and fittings, sewers, drains, paths, passages, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging to or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong

or taken or known as part and parcel of number thereof or appurtenant thereto with their and every of their appurtenances and the reversion and reversions, remainder and remainders and the rents, issues, profits of and from the said property in entirety hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendor or in and upon the said property to be used by the Purchaser Company for any law full purposes only hereby granted, sold, transferred, conveyed, assigned or and/or intended so to be and also to the production and/or inspection for all lawful purposes upon payment of all costs and expenses thereof upon reasonable notice of all deeds. pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the said property or any part thereof concerning the said property at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendor TO HAVE AND TO HOLD the said property hereby granted, sold, transferred, conveyed, assigned and assured, or expressed or intended so to be unto and to the use of the purchaser Company absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever and the Vendor does hereby covenant with the purchaser Company that notwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendor made, done, executed, occasioned or suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or hindrance, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person(s) lawfully or equitably claiming or to claim from under or in trust for the owners the right and privileges and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified of from and against all and manner of former or other estates encumbrances, claims, demands, charges, liens, lispendensis, debts and attachments, whatsoever and made done executed occasioned or suffered by the Vendor or any person or to claim from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, executed, discharged, or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified or otherwise estates, right, title, lease, mortgage,

charges, trusts, wakf, debuttar, attachments, executions, lispendensis, claim, demand and encumbrances, whatsoever made done occasioned or suffered by the Vendor or any person or persons lawfully or equitably claiming or to claim by from through under or trust for the Vendor further that the Vendor and all persons having or lawfully claiming any estate, right, title, interest whatsoever in the said property hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser Company do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property hereby granted, sold, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the Purchaser Company in the manner aforesaid shall or may be reasonably required AND that the Purchaser Company hereby covenants that the purchaser company will and shall maintain the said property and shall keep the same in good condition so that it may not cause and danger and/or prejudicially affect the other adjoining landowners or the persons claiming or to claim from through the Vendor or in trust for the Vendor into and upon the adjoining area of land belonging to the Vendor other than the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser Company for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever as aforesaid the Vendor has now in itself good rightful power and absolute authority to grant,

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

taxes relating to the said property.

sale, transfer, convey, assign and assure by these presents the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and that the purchaser Company shall and may from time to time and at all times hereafter peaceably and quietly hold, use, possess and enjoy the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and to receive the rents, issuance and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or of the said property and that the purchaser company upon mutation in respect thereof will pay the rates and

- There are no suits and/or proceedings and/or litigations pending in respect
- b) The right, title and interest of the Seller in the land is free from all encumbrances and/or alienation whatsoever save the occupancy of the Occupant and the Seller have a good and marketable title thereto;

of the land or any part thereof;

- The land or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Seller;
- d) The vendor further declares and represents that there is no bargadar in respect of the said land or any portion thereof and save and except the vendor none else have any right, title and interest therein;
- Neither the land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand;
- f) There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Seller from selling and/or transferring the land in entirety to the Purchaser and/or the nominee/s of the Purchaser free from all encumbrances whatsoever;
- g) There are no charges or encumbrances relating to or on the land or any part thereof;
- h) The vendor is fully and sufficiently entitled to complete sale of the land to the Purchaser;
- i) Upon completion of purchase the Purchaser and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the land and each and every part thereof;
- j) The representations and guarantee of the Seller mentioned hereinabove are true and correct;
- k) AND THAT the Seller has not at any time done or executed any deed, document or writing whereby the Subject Property and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title;
- 1) AND THAT the Subject land and the rights and properties appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lis pendens, covenants, uses, debuttar, trusts made or suffered by the Seller or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Seller;

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 m m}$) AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the land upto the date of execution of these presents shall be borne and paid by the Seller.
- n) The Seller hereby confirms that the Seller has never created any mortgage, liens or any other charge or encumbrance over the Subject Property;
- o) The Seller does hereby accord her consent to the Purchaser for mutation, separation and/or apportionment, amalgamation, etc. of the Subject Property in the Parichayat records, Land Reforms office, and all the records of the government and/or semi-government and/or other statutory body and/or authority;
- p) The Seller hereby confirms that the Subject land is not vested under any act or statute and further confirms that the Subject land or any part or portion thereof has not been declared as non-transferable land by any Government or any body or authority;
- q) AND that on or before execution of these presents, the Seller has delivered physical possession of the land in question;

SCHEDULE ABOVE REFERRED TO

(the said property)

ALL THAT the piece and parcel of agricultural (Sali) land measuring about **7.99** satak (decimal) (4.33 decimal pertaining to **R.S. Dag No.409** corresponding to L.R. Dag No.423 and 2.66 decimal pertaining to **R.S. Dag No.1155** corresponding to L.R. Dag No.1163 and 1 decimal pertaining to **R.S. Dag No.428** corresponding to L.R. Dag No.438) under L.R. Khatian No.1179, J.L. No. 20, R.S. No. 92, under **Mouza Bhasa**, Police Station Bishnupur, Dist. 24 Parganans (south) under the jurisdiction of District Sub Registrar – IV at Alipore and Sub Registrar office at Bishnupur within the ambit of Paschim Bishnupur Gram Panchayat together with rights and liberties easements, appendages, appurtenances and estate right, title and interest, property claim whatsoever of the vendor

The said lands are butted and bounded as follows:

DAG 409		DAG 1155	DAG 428	
ON THE NORTH	Land of Century Plywood	Land of Dag 1153,1154	Land of Dag 428(P)	
ON THE SOUTH	Land of Dag 371,372,373,407,408	Land of Dag 1156,1157	Land of Dag 428(P)	
ON THE EAST	Land of Dag 428	Land of Dag 1151	D.H.Road	
ON THE WEST Land of Dag 266		Land of Dag 1204,1205	Land of Dag 409 & ors	

R.S. DAG	L.R. DAG	TOTAL AREA	OWNER'S AREA(1/6th)	AREA HEREBY SOLD
1155	1163	16 Decimal	2.67 Decimal	2.66 Decimal
409	423	26 Decimal	4.33 Decimal	4.33 Decimal
428	438	10 Decimal	1.66 Decimal	1 Decimal
		52 Decimal	8.66 Decimal	7.99 Decimal

IN WITNESS WHEREOF the vendor hereunto set, sealed and subscribed his hands and seals in this Deed of Conveyance on this day, month and year above first written.

SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of:

WITNESSES:

1. Joyden Mukheryin 86 C Toperia Road Kolkota - 46

2. SuSonto Halder Cuaria Natur diyara 4:0. Moyabad, P.S. Sonarpur

Provakos Phousick VENDOR

Drafted by me/

kram s**g**rkar

Advcoate

MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser by the withinnamed vendor the within mentioned sum of Rs.7,28,714/- (Rupees seven lacs twenty eight thousand seven hundred fourteen) only being the full consideration money paid on account of sale under these presents in the manner following:

By Bank Draft No. <u>**683107**</u> dated <u>**28.01.2013**</u>

drawn on H&FC Bank, U.N. Brahmachan :

Rs.6,00,000/-

By Cash

Rs.1,28,714/-

TOTAL

Rs.7,28,714/-

(Rupees seven lacs twenty eight thousand seven hundred fourteen) only

WITNESSES:

1. Toyder Mikherju

2. Sulanto Halda

Provokas Brownick

Signature of Vendor

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BISHNUPUR, District- South 24-Parganas Signature / LTI Sheet of Serial No. 00469 / 2013, Deed No. (Book - I , 00526/2013)

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Pravakar Bhowmick Village:Bhasa, Thana:-Bishnupur, P.O. :-Bishnupur ,District:-South 24-Parganas, WEST BFNGAL, India,	29/01/2013	LTI 29/01/2013	Provakar Brownick

 $\ensuremath{\mathrm{II}}$. Signature of the person(s) admitting the Execution at Office.

SI No. Admission of Execution By Status Photo Finger Print Signature

Self

Pravakar Bhowmick Address -Village:Bhasa, Thana:-Bishnupur, P.O. :-Bishnupur ,District:-South 24-Parganas, WEST BENGAL, India,

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Provakaz Brownick 29/01/13

29/01/2013

29/01/2013

Name of Identifier of above Person(s)

Joydeb Mukherjee 86 C, Topsia Road, P.O. :- ,District:-South 24 Parganas, WEST BENGAL, India, Pin:-700046 Signature of Identifier with Date

Toydebruknerjer 29/01/2013

(Yawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR

Page 1 of 1

29/01/2013

29/01/2013



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

Endorsement For Deed Number : I - 00526 of 2013 (Serial No. 00469 of 2013)

On

Payment of Fees:

On 29/01/2013

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1/A Article number : 23, 5 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Registration Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 29/01/2013

Amount by Draft

Rs. 8015/- is paid , by the draft number 673559, Draft Date 29/01/2013, Bank Name State find India, TOLLYGUNGE, received on 29/01/2013

(Under Article: A(1) = 8008/-, E = 7/- on 29/01/2013)

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.-7,28,714/-

Certified that the required stamp duty of this document is Rs.- 36446 /- and the Stamp duty paid be Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty Rs. 35946/- is paid67355829/01/2013State Bank of India, TOLLYGUNGE, remission 29/01/2013

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

Presented for registration at 14.00 hrs on :29/01/2013, at the Office of the A.D.S.R. BISHNUPGE AND STILL Pravakar Bhowmick ,Executant.

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

Execution is admitted on 29/01/2013 by

1. Sri Pravakar Bhowmick, son of Lt. Shyamaprasad Bhowmick, Village:Bhasa, Thana: Bishnupur Lt.:
-Bishnupur ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu By Profession Cultivation

(Jawed Akhter

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUL

29/01/2013 16:24:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number: I - 00526 of 2013 (Serial No. 00469 of 2013)

Identified By Joydeb Mukherjee, son of Lt. Kartick Ch Mukherjee, 86 C, Topsia Road. Ft. District:-South 24-Parganas, WEST BENGAL, India, Pin:-700046, By Caste: Hinon By Frederics Service.

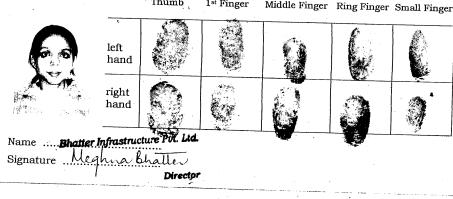
(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

(Jawed Akm - ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 2 of 2

29/01/2013 16:24:00

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Name						
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	right hand					
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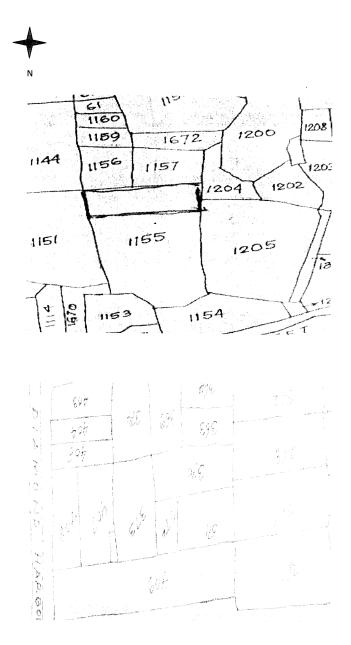
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 1272 to 1288 being No 00526 for the year 2013.



(Jawed Akhter) 29-January-2013 ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR Office of the A.D.S.R. BISHNUPUR West Bengal

_SITE PLAN OF **7.99 satak (decimal)** (4.33 decimal pertaining to **R.S. Dag No.409** corresponding to L.R. Dag No.423 and 2.66 decimal pertaining to **R.S. Dag No.1155** corresponding to L.R. Dag No.1163 and 1 decimal pertaining to **R.S. Dag No.428** corresponding to L.R. Dag No.438) under L.R. Khatian No.1179, J.L. No. 20, R.S. No. 92, under **Mouza Bhasa**, Police Station Bishnupur, Dist. 24 Parganans (south) within the limits of paschim bishnupur gram panchyat



Provakas Bhowwick