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I-4307/14



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

K 770310

6/5/14

The endorsements which are attached to this document are the part of this instrument

[Signature]

Adv. Dipak Kumar Prasad, Advocate, South West Bengal

06 AUG 2014

THIS DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the 1st day of August

Two Thousand and Fourteen BETWEEN D.H. INFRATECH PVT. LTD., a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 29N, Block-B, New Alipore, Kolkata - 700053 and represented by its Director, Mr. Chandra Shekhar Ray (PAN NO- AACCD5695D), son of Sri Gangadhar Ray,

N.C on 2/8/14
K-28/14

hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the **ONE PART**.

AND

CHARLES COMMERCIAL PRIVATE LIMITED, a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 23A, N. S. Road, 8th Floor, Room No.4, Kolkata - 700001 and represented by its Director, **Mrs. Pushpa Bhutoria**, (PAN NO- AABCC2791A), wife of Mr. Arrun Bhutoria, hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the **OTHER PART**:

AND WHEREAS by an another registered Deed of Conveyance dated 12th June'2007, registered in the office of Additional Registrar of Assurance - I, Kolkata, in Book No. I, Volume No. I, Pages 01 to 18, Being No. 11946 for the year 2007 made between Palash Mondal & Ors. therein referred to as the Vendors of the One Part and D. H. Infratech Pvt. Ltd., therein referred to as the Purchaser of the Other Part, the said Palash Mondal & Ors. sold transferred conveyed assigned and assured unto and in favour of the said D. H. Infratech Pvt. Ltd., All That piece and parcel of Sali (agricultural) land admeasuring 64 Decimals be the same a little more or less comprised in R.S. Dag No. 434, corresponding to L.R. Dag No. 434, under L.R. Khatian No. 14, Touji No.3, 4, 5,

J.L. No. 22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South), free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever and the name of the said D. H. Infratech Pvt. Ltd. have been recorded in the L.R. record of Block Land and Land Reforms Office as absolute owner in L.R.Khatian No.1232 thereof;

AND WHEREAS by an another registered Deed of Conveyance dated 9th July'2008, registered in the office of Additional Registrar of Assurance – I, Kolkata, in Book No. 1, CD Volume No. 24, Pages 639 to 655, Being No. 9667 for the year 2010 made between Khokan Ray therein referred to as the Vendor of the One Part and D. H. Infratech Pvt. Ltd., therein referred to as the Purchaser of the Other Part, the said Khokan Ray sold transferred conveyed assigned and assured unto and in favour of the said D. H. Infratech Pvt. Ltd., All That piece and parcel of Sali (agricultural) land admeasuring 7 Decimals be the same a little more or less comprised in R.S. Dag No. 450, corresponding to L.R. Dag No. 450, under L.R. Khatian No. 179, Touji No.3, 4, 5, J.L. No. 22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South), free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever and the name of the said D. H. Infratech Pvt. Ltd. have been recorded in the L.R. record of Block Land and Land Reforms Office as absolute owner in L.R.Khatian No.1232 vide Mutation Certificate Memo No. - S1/036/Bish-

1/dated 10.01.2012 issued by B.L. & L.R.O office Bishnupur - I, South 24 Parganas thereof ;

AND WHEREAS by virtue of the aforesaid two deeds the said D. H. Infratech Pvt. Ltd. being the Vendor herein are absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of Sali (agricultural) land admeasuring 71 Decimals be the same a little more or less out of which 64 Decimals comprised in R.S. Dag No. 434, corresponding to L.R. Dag No. 434 and 07 Decimals comprised in R.S. Dag No. 450, corresponding to L.R. Dag No. 450 both under L.R. Khâtian No. 1232, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) morefully described in the Schedule stated hereunder hereinafter referred to as the "said land" free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever;

AND WHEREAS the Purchaser has approached the Vendor herein for purchase of All That piece and parcel of Sali (agricultural) land admeasuring 71 Decimals be the same a little more or less out of which 64 Decimals comprised in R.S. Dag No. 434, corresponding to L.R. Dag No. 434 and 07 Decimals comprised in R.S. Dag No. 450, corresponding to L.R. Dag No. 450 both under L.R. Khatian No. 1232, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South)

free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever;

AND WHEREAS the Vendor has declared and represented to the Purchaser that the Vendor has not agreed to sell and transfer the said land to any one except to the Purchaser as stated herein;

AND WHEREAS the Vendor has declared and represented that the Vendor has not granted Power of Attorney to any one to negotiate and/or transfer the said land nor there is any court proceeding pending in any court of law relating to the said land and the said land is free from all encumbrances whatsoever;

AND WHEREAS the Vendor has declared and represented to the Purchaser that no part of the aforesaid land is vested with the Government or semi-government and the Vendor has not received any notice of such vesting;

AND WHEREAS the Vendor has also declared and represented that there is no bargadar in respect of any part of the said land save and except the Vendor as stated hereinabove none else has any right title and interest therein;

AND WHEREAS by virtue of aforesaid the purchaser is satisfied with the right, title, interest and possession of the vendor and the Vendor has agreed to transfer by way of sale of All That piece and parcel of Sali (agricultural) land admeasuring 71 Decimals be the same a little more or less out of which 64 Decimals comprised in R.S. Dag No. 434, corresponding to L.R. Dag No. 434 and 07 Decimals comprised in R.S.

Dag No. 450, corresponding to L.R. Dag No. 450 both under L.R. Khatian No. 1232, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) morefully described in "Part A" and "Part B" of the Schedule stated hereunder hereinafter referred to as the "said land" at a total consideration of Rs.21,51,500/- (Rupees Twenty One Lakhs Fifty One Thousand Five Hundred) only free from all encumbrances mortgage, charges, liens, lispens, trust, requisition and acquisition, barga, claims and demands whatsoever and howsoever as stated hereunder ;

AND WHEREAS by virtue of the aforesaid the Purchaser has requested the Vendor to execute and register the Deed of Conveyance in respect of the said land which the Vendor has agreed to do on the terms and conditions stated hereunder;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.21,51,500/- (Rupees Twenty One Lakhs Fifty One Thousand Five Hundred) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge the said land and every part thereof as also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto

and in favour of the Purchaser All That piece and parcel of Sali (agricultural) land admeasuring 71 Decimals be the same a little more or less out of which 64 Decimals comprised in R.S. Dag No. 434, corresponding to L.R. Dag No. 434 and 07 Decimals comprised in R.S. Dag No. 450, corresponding to L.R. Dag No. 450 both under L.R. Khatian No. 1232, Touji No.3,4,5, J.L. No.22, R.S. No. 158, situate lying at Mouza Uttarkazirhat, under Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) the details whereof are morefully described in the Schedule land TOGETHER WITH all homestead, trees, hedges, ditches ways, fences, lights, water courses, sewers, rights thereon and all liberties privileges, easements, advantages and appurtenances whatsoever thereunto belonging or held used or enjoyed or reputed as part or member thereof or appurtenant thereto AND ALL estate right title interest use possession benefit claim and demand whatsoever of the Vendor into upon or in respect of the said land messuages tenements, hereditaments and every part thereof and All deeds pattahs writings muniments evidences of title relating thereto or any part thereof which now are or may hereafter in the possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever.

THE Vendor DOETH HEREBY COVENANT WITH THE PURCHASER as follows:-

- a) THAT NOTWITHSTANDING any act deed or thing done hereto before executed or knowingly suffered to the contrary the Vendor is now lawfully seised and possessed of the said land free from any encumbrances attachments or defect in title whatsoever and the Vendor has good right full power and absolute authority to sell grant convey transfer assign and assure the said land unto and to use of the Purchaser in the manner aforesaid.
- b) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land in khas possession and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person, or persons having or lawfully claiming from under or in trust for the Vendor or its predecessors-in-title.
- c) THAT the Purchaser shall hold the said land free and clear and freely and clearly and absolutely exonerated and forever released and discharged otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charge and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or its predecessors-in-title or any person or persons having or lawfully claiming as aforesaid.
- d) THAT the Vendor and all persons having or lawfully claiming any estate or interest in the said land or any part thereof from under or in trust for the Vendor or from or under any of its predecessors-in-title shall and will at all times hereafter at

the request and cost of the Purchaser to execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land or every part thereof unto and to the use of the Purchaser as may be reasonably required ;

e) THAT the Vendor doth hereby further covenant and assure the Purchaser that no part of the said land being conveyed under these presents is vested with the Government or any Semi-Government Authority in any way and there is no bargadar in respect of the said land or any part thereof:

f) THAT the Vendor doth hereby declare that there are no encumbrances, lien, trust, attachment, claim, charges, agreement of sale whatsoever now subsisting on the said land and that the said land is not the subject matter of any litigation or proceeding and is not charged in favour of any court, public revenue or other authorities and the Vendor hereby agree to keep the Purchaser saved and harmless against any loss or damage that may be incurred by the Purchaser in defending any suit, action or proceeding by any person or persons at any time.

g) THAT the Vendor doth hereby undertake to pay on demand all outstanding municipal district board or panchayat rates and taxes Government revenue and all other impositions whatsoever due and payable by the Vendor or any of their predecessors-in-title in respect of the said land up to the date of execution of these presents.

- h) THAT the Vendor shall and will at all times hereafter at the request and cost of the Purchaser produce to the Purchaser or as the Purchaser shall direct the deeds and writings for evidencing the title in respect of the said land and also furnish to the Purchaser copies of or extracts from the said Deeds and writings and shall and will in the meanwhile keep the same safe unobliterated, damage by fire or other accident excepted.
- i) THAT the Vendor shall and will sign all papers, affidavit declaration, or prescribed forms for the purpose of mutation of the name of the Purchaser in respect of the said land in appropriate records of the Government.
- j) THAT the Vendor hereby declare that the Vendor has been in absolute possession of the said land and none else has any right title and interest therein.
- k) THAT the Vendor hereby confirm to has delivered peaceful and vacant possession of the said land to the Purchaser before the execution of these presents and accordingly the Purchaser is in possession of the said land.
- l) THAT the Vendor doth hereby irrevocably nominate constitute and appoint and ordain in their place and stead and depute the Purchaser as its true and lawful Attorney for and on behalf and in the name of the Vendor but at the expense of the Purchaser to appear before the appropriate authorities for the purpose of mutation of its name in respect of the said land and for that purpose to sign and execute all documents applications papers in respect thereof and the Vendor doth hereby ratify and confirm the same.

THE SCHEDULE ABOVE REFERRED TO:

(Part A)

All That piece and parcel of Sali (agricultural) land admeasuring 64 Decimals be the same a little more or less comprised in R.S. Dag No. 434, corresponding to L.R. Dag No. 434, under L.R. Khatian No. 1232, Touji No.3,4,5, J.L. No.22, R.S. No.158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

BUTTED & BOUNDED AS FOLLOWS:-

North : R.S.Dag No. 435
 South : R.S.Dag No. 493, 494
 East : R.S.Dag No. 433
 West : R.S.Dag No. 436, 437, 438 & 492

THE SCHEDULE ABOVE REFERRED TO:

(Part B)

All That piece and parcel of Sali (agricultural) land admeasuring 7 Decimals be the same a little more or less comprised in R.S. Dag No. 450, corresponding to L.R. Dag No. 450, under L.R. Khatian No. 1232, Touji No.3,4,5, J.L. No.22, R.S. No.158, situate lying at Mouza Uttarkazirhat, under Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

BUTTED & BOUNDED AS FOLLOWS:-

North : R.S.Dag No. 451, 447
 South : R.S.Dag No. 449,
 East : R.S.Dag No. 448,
 West : R.S.Dag No. 452

IN WITNESS WHEREOF the Vendor and Purchaser have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **VENDOR** at Kolkata

in the presence of :-

1. *Pratik K. Ghosh*
Infinity Building
Plot-A3, Block-GP, Sector-V
Kolkata 700091

2. *Prakalash Nayak*
Infinity, Plot-A3, Block-GP,
Sector-V, Salt Lake
Kolkata - 700091

D. H. INFRA TECH PVT. LTD.

Chandra Shekhar Ray
Director

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata

in the presence of :-

1.

2.

RECEIVED by the Vendor of and from within named Purchaser the within mentioned sum of Rs.21,51,500/- (Rupees Twenty One Lakhs Fifty One Thousand Five Hundred) only being the full consideration money as per memo below:-

MEMO OF CONSIDERATION

| <u>D.D. No./CASH</u> | <u>DATE</u> | <u>BANK & BRANCH</u> | <u>AMOUNT</u> |
|----------------------|-------------|---|-----------------|
| 10255157 | 25.7.2014 | THE FEDERAL BANK LIMITED KOLKATA/ C.R. AVE. | Rs. 21,51,500/- |

(Rupees :- Rupees Twenty One Lakhs Fifty One Thousand Five Hundred only)

WITNESSES:-

1. *Rohit Ch. Ghanta*
2. *Prabhakar Nayak*

D. H. INFRA TECH PVT. LTD.

Chandra Shekhar Ray
Director

Prepared by me,

Bidhan Ch. Ghanta.
Advocate.

Alipour police Court
Kol- 27 *Reg. 1476/99.*

Computer typed by:-

Rohit Adak
Alipour police Court

Kol- 27

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

in the presence of :-



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

Endorsement For Deed Number : I - 04307 of 2014
(Serial No. 04064 of 2014 and Query No. 1613L000009734 of 2014)

On 02/08/2014

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

Presented for registration at 15.05 hrs on :02/08/2014, at the Private residence by Mr. Chandra Shekhar Ray ,Executant.

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

Execution is admitted on 02/08/2014 by

1. Mr. Chandra Shekhar Ray
Director, D. H. Infratech Pvt. Ltd., 29 N, Block B, New Alipore, Kolkata, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700053.
, By Profession : Business

Identified By Prahalad Nayak, son of Ram Nayak, Infenity, Plot A 3, Block G P, Sector V, Salt Lake,
Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091, By Caste: Hindu, By
Profession: Others.

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 04/08/2014

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.-21,51,500/-

Certified that the required stamp duty of this document is Rs.- 107585 /- and the Stamp duty paid as:
Impresive Rs.- 1000/-

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 06/08/2014

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. 23668/- is paid , by the draft number 417327, Draft Date 06/08/2014, Bank Name State Bank of
India, RASAPUNJA, received on 06/08/2014

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR



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

Endorsement For Deed Number : I - 04307 of 2014
(Serial No. 04064 of 2014 and Query No. 1613L000009734 of 2014)


(Under Article : A(1) = 23661/- , E = 7/- on 06/08/2014)

Deficit stamp duty

Deficit stamp duty Rs. 106585/- is paid , by the draft number 417322, Draft Date 06/08/2014, Bank :
State Bank of India, RASAPUNJA, received on 06/08/2014












(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

| | | Thumb | 1st finger | middle finger | ring finger | small finger |
|---|------------|---|---|---|--|---|
|  | left hand |  |  |  |  |  |
| | right hand |  |  |  |  |  |

Name **CHARLES COMMERCIAL PVT. LTD.**

Signature *Pushpa Bhutoria*
 Director

| | | Thumb | 1st finger | middle finger | ring finger | small finger |
|---|------------|---|---|---|--|---|
|  | left hand |  |  |  |  |  |
| | right hand |  |  |  |  |  |

Name **D. H. INFRATECH PVT**

Signature *Chandra Shekhar Ray*
 Director

| | | Thumb | 1st finger | middle finger | ring finger | small finger |
|-------|------------|-------|------------|---------------|-------------|--------------|
| PHOTO | left hand | | | | | |
| | right hand | | | | | |

Name

Signature

| | | Thumb | 1st finger | middle finger | ring finger | small finger |
|-------|------------|-------|------------|---------------|-------------|--------------|
| PHOTO | left hand | | | | | |
| | right hand | | | | | |

Name

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 17
Page from 2928 to 2945
being No 04307 for the year 2014.



(Abu Hena Mobassir) 06-August-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal