

13686/2013

KDH/217

14689/13



पश्चिम बंगाल WEST BENGAL

69AA 285788



M.V. 15th 88A

Certified that the Document is admitted to Registration. The Signature Sheet and the Endorsement Sheet attached to this document are the part of this Document.

Additional Registrar  
of Assurances-II, Kolkata

A-11-17

### CONVEYANCE

Gora Mondal.

1. Date: 8th October, 2013
2. Place: Kolkata
3. Parties

Aphar

Gora Mondal.

Aphar

5-16  
426/113  
32590/13  
Addl. Registrar  
of Assurances-II  
Kolkata  
28/10  
1/11  
8/10

92142

Aniban Bhattacharya



c - 7959

SHIVPAWAN REALESTATE PRIVATE LIMITED

Aniban Bhattacharya

Director / Authorised Signatory

NAME.....
ADD.....
RS.....
16 AUG 2013
SUPANJIT K. SINGH
16 AUG 2013
2 & 3, K. S. Road, ...

SAHA & RAY  
Advocates  
3A/1, 3rd Floor, Hastings Chambers  
7C, New Market, New Road  
Kolkata - 700001

16 AUG 2013

16 AUG 2013



c-7960

Gora Mondal  
As Constituted Attorney of  
Khagendra Nath Baidya

Bapi Karmakar  
S/o Gitan Karmakar  
Dangapara, Chowdhury more  
to. Rahara. 24 pss.  
P.B. Kharduha  
Business

ADDITIONAL REGISTRAR
OF ...
- 8 OCT 2013





**Government Of West Bengal  
Office Of the A.R.A. - II KOLKATA  
District:-Kolkata**

**Endorsement For Deed Number : I - 14689 of 2013  
(Serial No. 13686 of 2013 and Query No. 1902L000032590 of 2013)**

**On 08/10/2013**

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

- Presented for registration at 17.10 hrs on :08/10/2013, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 08/10/2013 by

1. Anirban Bhattacharya  
Authorised Signatory, Shivpawan Realestate Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Others

Identified By Bapi Karmakar, son of Jiban Karmakar, Dangapara Chowdhury More, Thana:-Khardaha, P.O. :-Rahara, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

**Executed by Attorney**

Execution by

1. Gora Mondal, son of Abdul Kasem Mondal , De Peria, Thana:-Khardaha, P.O. :-Bandipur, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu By Profession: Others,as the constituted attorney of Khagendra Nath Baishya is admitted by him.

Identified By Bapi Karmakar, son of Jiban Karmakar, Dangapara Chowdhury More, Thana:-Khardaha, P.O. :-Rahara, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

**On 09/10/2013**

**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.-15,30,362/-

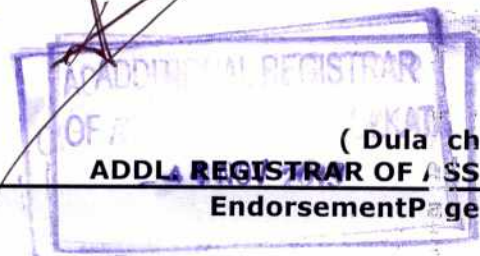
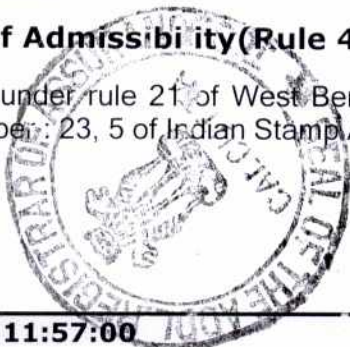
Certified that the required stamp duty of this document is Rs.- 76538 /- and the Stamp duty paid as: Impresive Rs.- 10/-

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

**On 04/11/2013**

**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.



( Dula chandraSaha )  
ADDL. REGISTRAR OF ASSURANCES-II

04/11/2013 11:57:00

Endorsement Page 1 of 2





**Government Of West Bengal**  
**Office Of the A.R.A. - II KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 14689 of 2013**  
**(Serial No. 13686 of 2013 and Query No. 1902L000032590 of 2013)**

**Payment of Fees:**

Amount by Draft

Rs. 16928/- is paid , by the draft number 291298, Draft Date 01/11/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 04/11/2013

( Under Article : A(1) = 16830/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 04/11/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 76538/- is paid , by the draft number 291297, Draft Date 01/11/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 04/11/2013

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



- 3.1 **Khagendra Nath Baishya**, son of Late Brojendra Nath Baishya, residing at Biswasima Road, Post Office Coochbehar, Police Station Kotwali, District Coochbehar, represented by his constituted attorney, **Gora Mondal**, son of Abdul Kasem Mondal, residing at De-peria, Post Office Bandipur, Police Station Khardah, District North 24 Parganas  
(**Vendor**, includes successors-in-interest)

**And**

- 3.2 **Shivpawan Realestate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street [**PAN AASCS6848R**], represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street  
(**Purchaser**, includes successors-in-interest)

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Conveyance**

- 4.1 **Said Property: (1)** Land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**First Property**) **And (2)** land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**Second Property**) **And (3)** land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part III** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 755 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**Third Property**) **And (4)** land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in

*Gora Mondal*





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NOTED & RECORDED

— 8 OCT 1944

**Part IV** of the **1<sup>st</sup> Schedule** below and the said R.S *Dag* No. 755 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**Fourth Property**). The First Property, the Second Property, the Third Property and the Fourth Property, all more fully described in the **2<sup>nd</sup> Schedule** below (collectively **Said Property**), **together with** all title, benefits, easement, 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.

## 5. **Background, Representations, Warranties and Covenants**

5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Ownership of the First Property and the Third Property:** The Vendor is the recorded and absolute owner of the First Property and the Third Property, comprised in the Said Property, free from all encumbrances.

5.1.2 **Ownership of the Second Property and the Fourth Property:** Lakshmi Narayan Baishya *alias* Lakshmi Rani Baishya is the recorded and absolute owner of the Second Property and the Fourth Property, comprised in the Said Property, free from all encumbrances.

5.1.3 **Demise of Lakshmi Narayan Baishya *alias* Lakshmi Rani Baishya:** On 5<sup>th</sup> February, 1993, Lakshmi Narayan Baishya *alias* Lakshmi Rani Baishya, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind her surviving her only son, Khagendra Nath Baishya (Vendor hereinabove), who solely inherited the right, title and interest of Late Lakshmi Narayan Baishya *alias* Lakshmi Rani Baishya in the Second Property and the Fourth Property, free from all encumbrances. Thus, by way of inheritance the Vendor has become the sole and absolute owner of the Second Property and the Fourth Property, comprised in the Said Property, free from all encumbrances.

5.1.4 **Absolute Ownership of the Vendor:** In the circumstances mentioned above the Vendor has become the sole and absolute owner of the First Property, the Second Property, the Third Property and the Fourth Property, comprised in the Said Property, free from all encumbrances

5.1.5 **Power of Attorney by Vendor:** By a General Power of Attorney (**POA**) dated 14<sup>th</sup> August, 2013 registered in the Office of the Additional District Sub-Registrar, Barackpore, in Book No. IV, CD Volume No. 3, at Pages 4521 to 4533, being Deed No. 01225 for the year 2013, the Vendor has appointed, constituted and nominated Gora Mondal, as his true and lawful attorney and authorizes/empowers him to execute proper Deeds of Conveyance in order to sell, convey and transfer the Said Property in favour of any intending Purchaser/Purchasers. The POA is valid and subsisting and has not been revoked or rescinded by the Vendor.

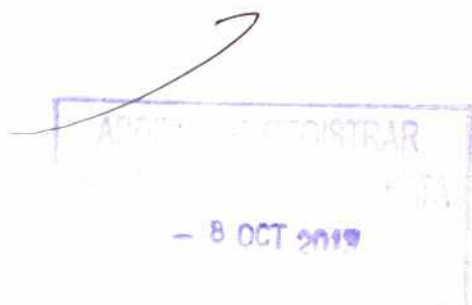
5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:

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

Gora Mondal.







the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.

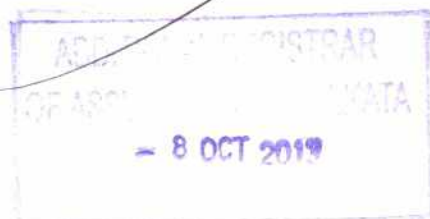
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or 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 whosoever 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, *debutter*, 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**).



Gora Mondal





- 6.2 **Surrender/Transfer of Rights:** Maa Amba Infrastructure Private Limited, having its office at B-401, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

## 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 **2<sup>nd</sup> Schedule** below, being **(1)** the First Property, i.e. land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon **And (2)** the Second Property, i.e. land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon **And (3)** the Third Property, i.e. land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part III** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 755 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon **And (4)** the Fourth Property, i.e. land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part IV** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 755 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon, **together with** all title, benefits, easement,

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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.1,00,000/- (Rupees one 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, admits and acknowledges.

## 8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

- 8.1.2 **Absolute:** absolute, irreversible and perpetual.

- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*, 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 has 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.

- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property has 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 the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and





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at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.

- 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 and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendors and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendors hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining agricultural and (b) 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 to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing 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.

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ADDITIONAL PAYMENT  
- 8 OCT 2019



**1<sup>st</sup> Schedule**  
**Part I**  
**(First Property)**

Land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By R.S. *Dag* Nos. 770, 850 and 851

**On the East** : By R.S. *Dag* No. 851

**On the South** : By R.S. *Dag* Nos. 778 and 780

**On the West** : By R.S. *Dag* Nos. 777, 772 and 773

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

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

Land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By R.S. *Dag* Nos. 770, 850 and 851

**On the East** : By R.S. *Dag* No. 851

**On the South** : By R.S. *Dag* Nos. 778 and 780

**On the West** : By R.S. *Dag* Nos. 777, 772 and 773

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





ADDITIONAL REGISTRAR  
OF APPEALS  
- 8 OCT 2019

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

Land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 755 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By R.S. *Dag* No. 700

**On the East** : By R.S. *Dag* No. 756

**On the South** : By R.S. *Dag* No. 775

**On the West** : By R.S. *Dag* No. 754

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

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

Land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 755 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By R.S. *Dag* No. 700

**On the East** : By R.S. *Dag* No. 756

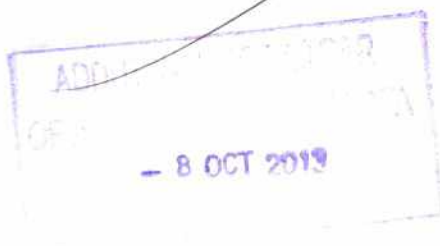
**On the South** : By R.S. *Dag* No. 775

**On the West** : By R.S. *Dag* No. 754

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







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

Land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and described in **Part-I** of the **1<sup>st</sup> Schedule** above.

Land classified as *danga* (highland) measuring 3.7655 (three point seven six five five) decimal equivalent to 2.2781 (two point two seven eight one) *cottah*, more or less [out of 85 (eight five) decimal], being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and described in **Part-II** of the **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 220, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and described in **Part-III** of the **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 1.2847 (one point two eight four seven) decimal equivalent to 0.7786 (zero point seven seven eight six) *cottah*, more or less [out of 29 (twenty nine) decimal], being portion of R.S. *Dag* No. 755, corresponding L.R. *Dag* No. 1706, recorded in L.R. *Khatian* No. 716, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and described in **Part-IV** of the **1<sup>st</sup> Schedule** above.

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

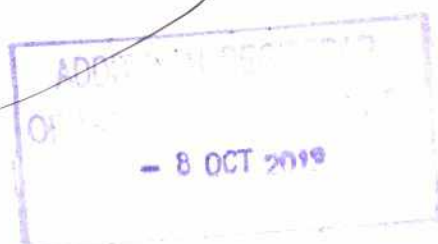


ADD. CHIEF REGISTRAR  
OF  
- 8 OCT 2019

The Said Property is tabulated in the Chart below:

<b>Mouza</b>	<b>R.S Dag No.</b>	<b>L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Total Area of Dag (in decimal)</b>	<b>Total Area sold (in decimal)</b>	<b>Name of the Recorded Owner</b>
Patulia	849	1718	220	85	3.7655	Khagendra Nath Baishya
Patulia	849	1718	716	85	3.7655	Lakshmi Narayan Baishya <i>alias</i> Lakshmi Rani Baishya
Patulia	755	1706	220	29	1.2847	Khagendra Nath Baishya
Patulia	755	1706	716	29	1.2847	Lakshmi Narayan Baishya <i>alias</i> Lakshmi Rani Baishya
<b>Total</b>					<b>10.1004</b>	





**9. Execution and Delivery**

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

*Gora Mondal*

[Gora Mondal as the constituted  
attorney of **Khagendra Nath Baishya**  
[Vendor]

*Shivpawan Bhattacharya*

[Shivpawan Realestate Private Limited]  
[Authorized Signatory]  
[Purchaser]

Drafted By

*Saptarshi*  
Advocate

**Witnesses:**

Signature *Bepi Karmakar*

Signature *Sudip Dutta Chowdhury*

Name *Bepi Karmakar*

Name *Sudip Dutta Chowdhury*

Father's Name *Jibam Karmakar*

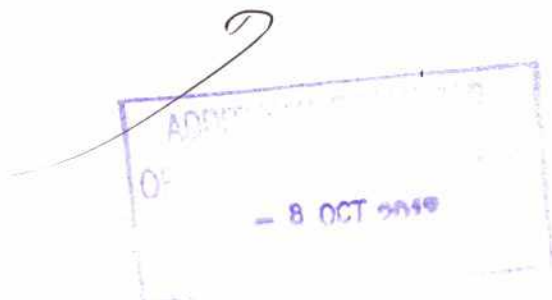
Father's Name *Silip Dutta Chowdhury*

Address *Dungarpura*

Address *Madhyam Gram, Bankim*

*P.O Rahara. 24 pers.  
Kal - 118*

*Post (S) KOL-129*



**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs.1,00,000/- (Rupees one lac)** towards full and final payment of the consideration for sale of the Said Property described in the **2<sup>nd</sup> Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By <del>Pay Order</del> <i>Cheque</i> No. <i>035321</i>	<i>08.10.2013</i>	AXIS Bank Ltd.	1,00,000/-
		<b>Total</b>	<b>1,00,000/-</b>

*Gora Mondal*

[**Gora Mondal** as the constituted  
attorney of **Khagendra Nath Baishya**  
[Vendor]

**Witnesses:**

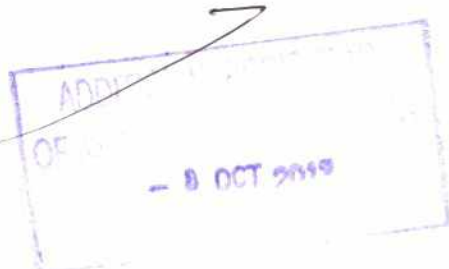
Signature *[Signature]*

Name *Bupi Karmakar*

Signature *[Signature]*

Name *Sudip Dutta Chowdhury*

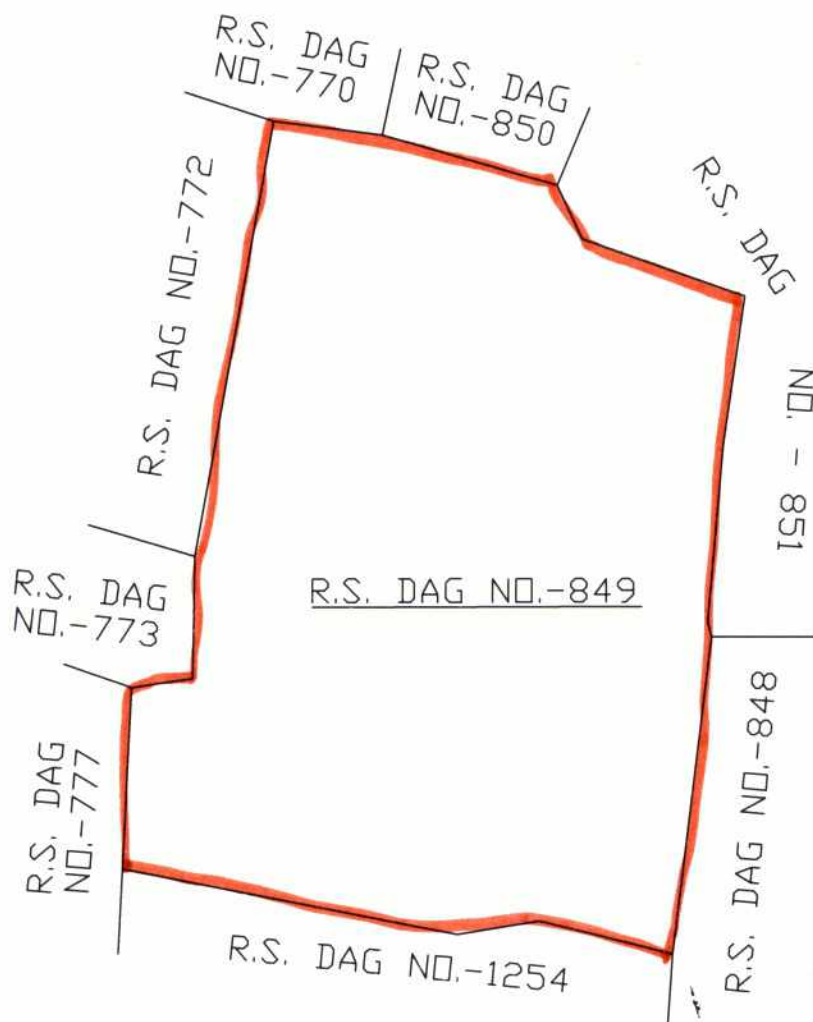




SITE PLAN OF R.S. DAG NO. 849 CORRESPONDING L.R. DAG NO. 1718,  
L.R. KHATIAN NO. 220 & 716, MOUZA PATULIA, J.L. NO. 4, P.S.  
KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24  
PARGANAS



Total Area in Dag No.849 is 85 Decimal



*Gora Mendel*  
*As Constituted Attorney of*  
*Khagendra Nath Baisya*

SHIVPAWAN REALESTATE PRIVATE LIMITED

*Anirban Bhattacharya*  
Director / Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : 7.5310 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 85  
DECIMAL IN R.S. DAG NO. 849 L.R. DAG NO. 1718.

SHOWN THUS :

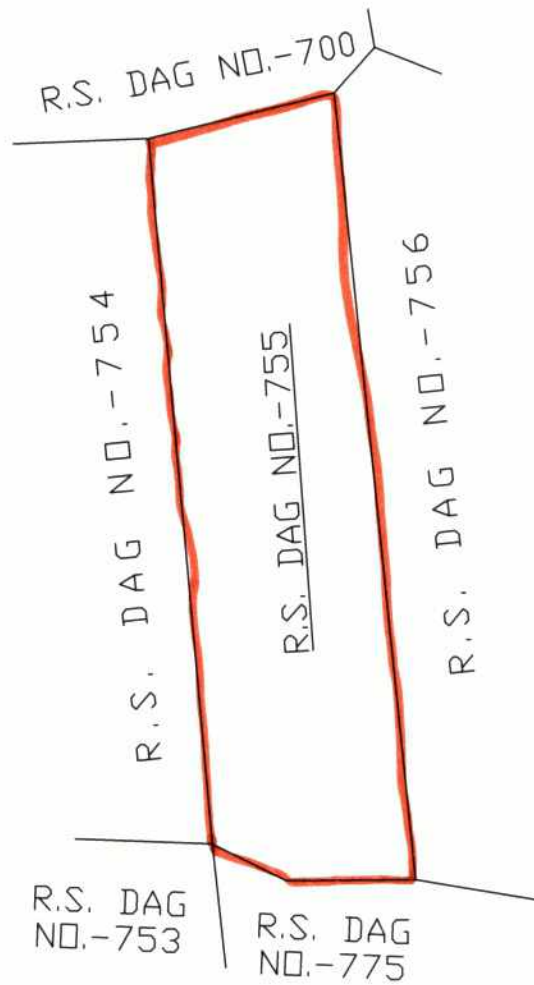






SITE PLAN OF R.S. DAG NO. 755 CORRESPONDING L.R. DAG NO. 1706,  
L.R. KHATIAN NO. 220 & 716, MOUZA - PATULIA, J.L. NO. 4, P.S.  
KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24  
PARGANAS

Total Area in Dag No.755 is 29 Decimal



Grom Murali  
as Constitutional Attorney  
of Khagendra Nath Baisya

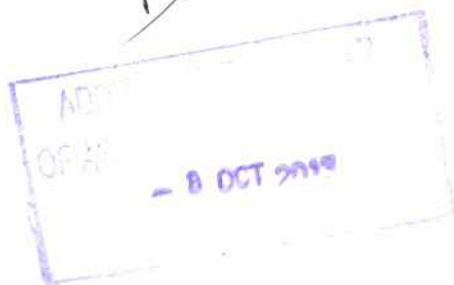
SHIVPAWAN REAL ESTATE PRIVATE LIMITED  
Anirban Bhattacharya  
Director / Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :


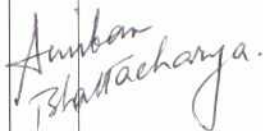






















NAME & SIGNATURE OF THE PURCHASER/S. :

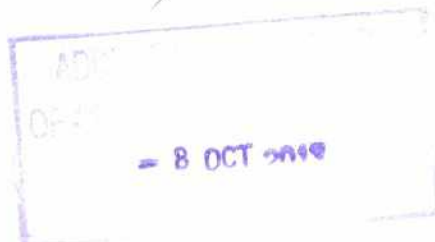
LEGEND : 2.5694 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 29  
DECIMAL IN R.S. DAG NO.755 L.R. DAG NO. 1706.

SHOWN THUS :



# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
 						
	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	
	Little	Ring	Middle (Left Hand)	Fore	Thumb	
	Thumb	Fore	Middle (Right Hand)	Ring	Little	





Dated this 8<sup>th</sup> day of October, 2013

**Between**

**Khagendra Nath Baishya  
... Vendor**

**And**

**Shivpawan Realestate Private Limited  
... Purchaser**

**CONVEYANCE**

Portions of  
R.S. Dag Nos. 849 and 755  
L.R. Dag Nos. 1718 and 1706  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas


**Saha & Ray**

Advocates  
3A/1, 3<sup>rd</sup> floor  
Hastings Chambers  
7C, Kiran Sankar Roy Road  
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 44  
Page from 432 to 451  
being No 14689 for the year 2013.



  
(Dulal chandra Saha) 06-November-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal