

01/01/14

I 01/20/14



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

R 628182

27/2/14
500/-
54 100
22/2/14
22/2/14
22/2/14

*verified that the document is authentic
for registration and that the photo
sheet and finger print sheet attached with
this document is the part of the document.*

Addl. Dist. Sub-Registrar, Bishnupur

27 FEB 2014

CONVEYANCE

1. Date: 27th February, 2014
2. Place: South 24 Parganas
3. Parties:
 - 3.1 Dilip Ray Barman, son of Amarendra Ray Barman, residing at Raspujia, Purba Para, Post Office Raspujia, Police Station Bishnupur, District South 24 Parganas, West Bengal [PAN AKJPR4296A] (Vendor, includes successors-in-interest)

[Handwritten signature]

[Handwritten signature]

CENT PERCENT VALUE HEAVY PVT. LTD
[Handwritten text]

And

- 3.2 **Cent Percent Value Realty Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 333, Mahamayatala, Garia Main Road, Kolkata-700084, Police Station Sonarpur, being represented by its Authorized Signatory **Abhay Kumar Saxena**, son of Late Hari Das Saxena [PAN AAFCC4551Q]

(Purchaser, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** (i) *sali* land measuring 52 (fifty two) decimal, more or less, comprised in R.S. *Dag* No. 1844, corresponding to L.R. *Dag* No. 1254, recorded in L.R. *Khatian* No. 1218, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas (**First Property**) And (ii) *sali* land measuring 94 (ninety four) decimal, more or less, comprised in R.S. *Dag* No. 1898, corresponding to L.R. *Dag* No. 1309, recorded in L.R. *Khatian* No. 1218, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas (**Second Property**) [collectively **Said Property**] **totalling to land measuring 146 (one hundred and forty six) decimal**. The said *Dags* are delineated in the **Plan** attached hereto, morefully described in the **Schedule** below and **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 represents, warrants and covenants regarding title as follows:

- 3.1.1 **Ownership of Bijay Krishna Ray Barman:** Bijay Krishna Ray Barman was the absolute owner of the First Property, being (i) *sali* land measuring 52 (fifty two) decimal, more or less, comprised in R.S. *Dag* No. 1844, corresponding to L.R. *Dag* No. 1254, recorded in R.S. *Khatian* No. 811, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas **And** Second Property, being (ii) *sali* land measuring 94 (ninety four) decimal, more or less, comprised in R.S. *Dag* No. 1898, corresponding to L.R. *Dag* No. 1309, recorded in R.S. *Khatian* No. 1269, *Mouza* Rasputja, J.L. No.15, Police Station Bishnupur, Rasputja *Gram Panchayat*, District South 24 Parganas.

- 5.1.2 **Gift made in favour of Vendor:** By a Deed of Gift dated 21st April, 1972, registered in the Office Of the Additional District Sub-Registrar, Bishnupur,

South 24 Parganas, in Book No. I, Volume No. 43, at Pages 123 to 125, being Deed No. 3893 for the year 1972, Bijay Krishna Ray Barman gifted and transferred to the Vendor, being his grandson, the entirety of the Said Property along with various other properties.

- 5.1.3 **Records of Rights:** The Vendor recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 1218.
- 5.1.4 **Absolute Ownership of Vendor:** Thus, by virtue of the aforesaid Deed of Gift and records of rights, the Vendor became the owner of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor do 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 Certificate Case:** No Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **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.
- 5.2.7 **Free From All Encumbrances:** the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, *uses*, *debentures*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *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.

Bijay Krishna Ray Barman

CENT PERCENT VALUE REALTY PVT. LTD.

Bijay Krishna Ray Barman
Authorised Signatory

- 5.2.8 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.9 **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 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall 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 of the Said Property and the Purchaser shall purchase the same from the Vendor.

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, being land measuring 146 (one hundred and forty six) decimal, more or less, comprising of (i) the First Property, being *sali* land measuring 52 (fifty two) decimal, more or less, comprised in R.S. *Dag* No. 1844, corresponding to L.R. *Dag* No. 1254, recorded in L.R. *Khatian* No. 1218, *Mouza* *Raspunja*, J.L. No.15, Police Station *Bishnupur*, *Raspunja Gram Panchayat*, District South 24 Parganas **And** (ii) the Second Property, being *sali* land measuring 94 (ninety four) decimal, more or less, comprised in R.S. *Dag* No. 1898, corresponding to L.R. *Dag* No. 1309, recorded in L.R. *Khatian* No. 1218, *Mouza* *Raspunja*, J.L. No.15, Police Station *Bishnupur*, *Raspunja Gram Panchayat*, District South 24 Parganas, **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.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.2,03,15,900/- (Rupees two crore three lac fifteen thousand and nine hundred) (**Consideration**) which has been fully paid and received, as hereby and by the Receipt and Memo below, 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, *lispendens*, *usuc*, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *Angadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or

21/07/2024

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:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, 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, 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 by reason of the aforesaid.

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 **Possession:** The Vendor hereby undertakes and declares that, the Purchaser shall be entitled to hold possess and enjoy the Said Property, without any interruption or hindrance by the Vendor or any person and/or persons claiming through or under the Vendor.

8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendor, 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 assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's successors-in-interest, 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.

Schedule
(First Property)

Sali land measuring 52 (fifty two) decimal, more or less, comprised in R.S. Dag No. 1844, corresponding to L.R. Dag No. 1254, recorded in L.R. Khatian No. 1218, Mouza Rasapunja, J.L. No.15, Police Station Bishnupur, Rasapunja Gram Panchayat, District South 24 Parganas and the said Dag is delineated in Plan annexed herewith demarcated in colour Red thereon and butted and bounded as follows:

- On the North** : By R.S. Dag Nos.1845 and 1846
- On the East** : By R.S. Dag No.1843
- On the South** : By R.S. Dag No.1898
- On the West** : By R.S. Dag No. 1898

And
(Second Property)

Sali land measuring 94 (ninety four) decimal, more or less, comprised in R.S. Dag No. 1898, corresponding to L.R. Dag No. 1309, recorded in L.R. Khatian No. 1218, Mouza Rasapunja, J.L. No.15, Police Station Bishnupur, Rasapunja Gram Panchayat, District South 24 Parganas said Dag is delineated in Plan annexed herewith demarcated in colour Red thereon and butted and bounded as follows:

- On the North** : By R.S. Dag No. 1847
- On the East** : By R.S. Dag No. 1843 and 1846
- On the South** : By R.S. Dag No. 1899
- On the West** : By R.S. Dag No. 1897

The total entitlement of the Purchaser by virtue of this Deed is 146 (one hundred and forty six) decimal, more or less, 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.

The Said Property is tabulated below:

| R.S. Dag Nos. | L.R. Dag Nos. | L.R. Khatian Nos. | Nature | Area Recorded (in decimal) | Area Conveyed (in decimal) |
|---|---------------|-------------------|--------|----------------------------|---------------------------------|
| 1844 | 1254 | 1218 | Sali | 52 (fifty two) | 52 (fifty two) |
| 1898 | 1309 | 1218 | Sali | 94 (ninety four) | 94 (ninety four) |
| Total Area Situated in two Dags Conveyed in this Deed | | | | | 146 (one hundred and forty six) |

9. Execution and Delivery

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

Dilip Ray Barman

(Dilip Ray Barman)

[Vendor]

CENT PERCENT VALUE REALTY PVT LTD

Abhay Kumar Saxena

Authorized Signatory

(Abhay Kumar Saxena)

(Authorised Signatory)

[Cent Percent Value Realty Private Limited]

[Purchaser]

Drafted By

Sujata Ghosh - F1601/08
Sujata Ghosh, Advocate
High Court at Calcutta

Witnesses:


Signature Sujan Bandyopadhyay
Name Sujan Bandyopadhyay
Father's Name Late Nilmoni Bandyopadhyay
Address 111/1/A Hridayanagar
P.S. Falta Dist. 24 P.S.
Pin - 741513

Signature Haron Sanyal
Name Haron Sanyal
Father's Name Prabhu Sanyal
Address 111/1/A Hridayanagar
24 P.S.

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.2,03,15,900/- (Rupees Two Crores Three Lacs Fifteen Thousand Nine Hundred only) towards full and final payment of the Consideration of the Said Property described in the Schedule above, in the following manner:

| Mode | Date | Bank | Amount (Rs.) |
|---|------------|---------------------|---------------|
| Banker's Cheque bearing No. 990801 | 18.02.2014 | State Bank of India | 2,01,12,740/- |
| TDS @1% u/s 194IA of the Income Tax Act, 1961 | - | - | 2,03,160/- |
| Total | | | 2,03,15,900/- |



 (Dilip Ray Barman)
 [Vendor]

Witnesses:

Signature Tapan Baidya

Signature Haran Sankhi

Name Tapan Baidya

Name Haran Sankhi

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. 01096 / 2014, Deed No. (Book - I , 01128/2014)

Signature of the Presentant

| Name of the Presentant | Photo | Finger Print | Signature with date |
|--|---|---|-------------------------------------|
| Abhay Kumar Saxena 333, Mahamayatala Garia Main Road, , Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084 |  27/02/2014 |  LTI 27/02/2014 | Abhay Kumar Saxena 27/02/2014 |

II , Signature of the person(s) admitting the Execution at Office.

| Sl No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|---|--------|--|---|-----------------------|
| 1 | Dilip Ray Barman Address -Village:Rasapunja Purba Para, Thana:-Bishnupur, P.O, :-Rasapunja, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104 | Self |  27/02/2014 |  LTI 27/02/2014 | Dilip Ray Barman |
| 2 | Abhay Kumar Saxena Address -333, Mahamayatala Garia Main Road, , Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084 | Self |  27/02/2014 |  LTI 27/02/2014 | Abhay Kumar Saxena |

Name of Identifier of above Person(s)

Puja Mondal
Calcutta High Court, 5, Italgacha Road, Kolkata,
Thana:-Dum Dum, District:-North 24-Parganas, WEST
BENGAL, India, Pin :-700028

Signature of Identifier with Date

Puja Mondal
27/2/2014

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR



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

Endorsement For Deed Number ; I - 01128 of 2014
(Serial No. 01096 of 2014 and Query No. 1613L000002579 of 2014)

On 27/02/2014

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. 223472/- is paid , by the draft number 990808, Draft Date 18/02/2014, Bank Name State Bank of India, GOLPARK, received on 27/02/2014

(Under Article : A(1) = 223465/- ,E = 7/- on 27/02/2014)

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.-2,03,15,900/-

Certified that the required stamp duty of this document is Rs.- 1218964 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 1218984/- is paid , by the draft number 990809, Draft Date 18/02/2014, Bank : State Bank of India, GOLPARK, received on 27/02/2014

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

Presented for registration at 12.12 hrs on :27/02/2014, at the Office of the A.D.S.R. BISHNUPUR by Abhay Kumar Saxena ,Claimant.

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

Execution is admitted on 27/02/2014 by

1. Dilip Ray Barman, son of Amarendra Ray Barman , Village:Rasapunja Purba Para, Thana:-Bishnupur, P.O. :-Rasapunja, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession : Others
 2. Abhay Kumar Saxena
Authorised Signatory, Cent Percent Value Realty Private Limited, 333. Mahamayatala, Garia Main Road, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084. , By Profession : Business
- Identified By Puja Mondal, daughter of Dipankar Mondal, Calcutta High Court, 5, Italgacha Road, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700028, By Caste: Hindu, By Profession: Advocate.

(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 - 01128 of 2014
(Serial No. 01096 of 2014 and Query No. 1613L000002579 of 2014)

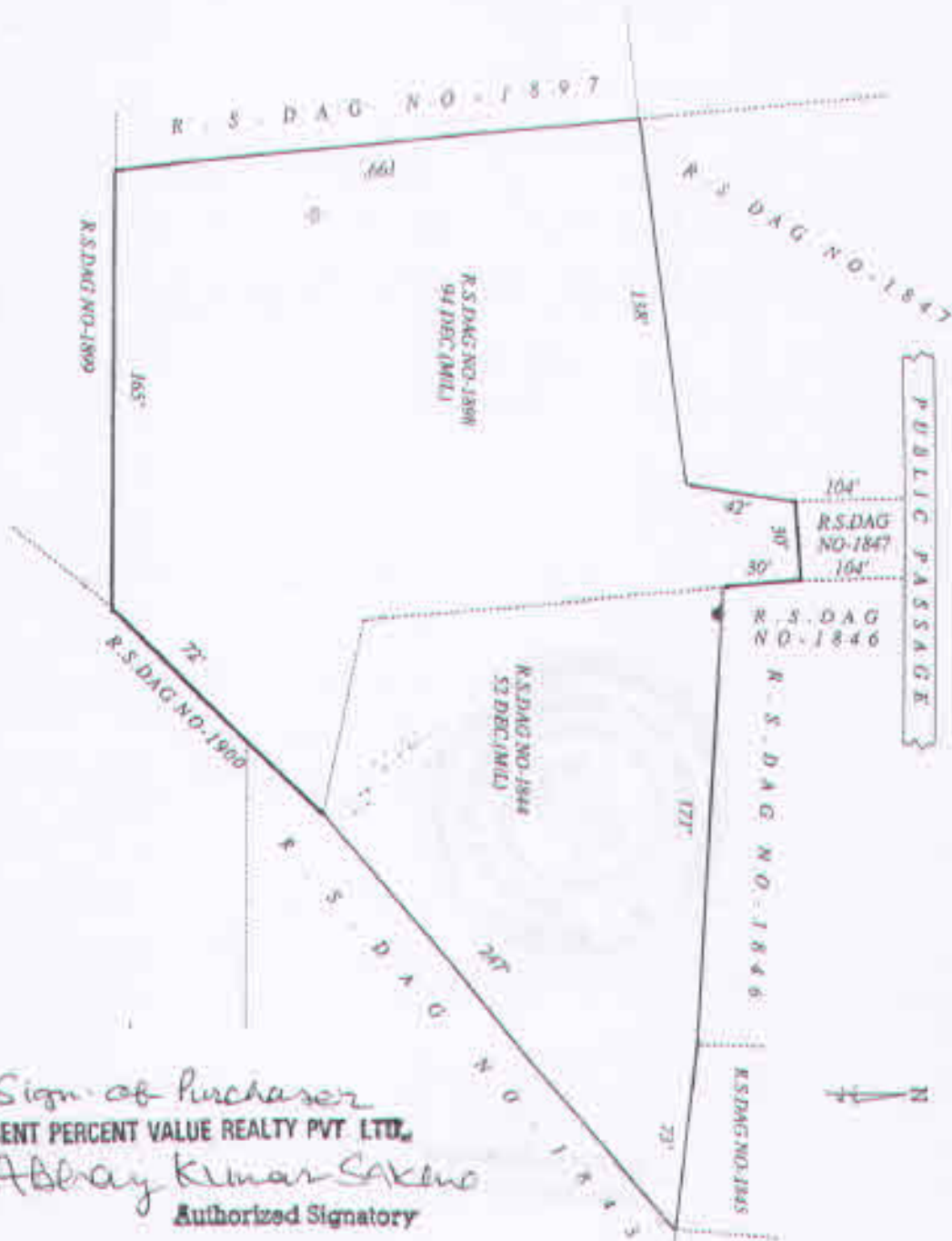
(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR



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

SITE PLAN

AT MOUZA RASAPUNJA . I.L.NO- 15. R.S.NO- 92 R.S.KH.NO- 811&1269.
L.R. KH.NO- 1218. R.S.DAG. NOS- 1844 & 1898. L.R.DAG NOS-1254 & 1309
OF AREA - (52 + 94)= 146 DEC.(M/L). P.S-BISHNUPUR. DIST - 24PGS (S).
UNDER RASAPUNJA G.P. SCALE = 1" = 50'-0" SHOWN BY RED LINE



Sign of Purchaser
CENT PERCENT VALUE REALTY PVT. LTD.
Abhay Kumar Sakina
Authorized Signatory

Sitap Ray Berman
SIGN OF VENDOR'S

DRAWN BY
N.A.MOLLA
N.Mollla
ARCHT. & ENGINEER
RE/S/1218

SPECIMEN FORM TEN FINGER PRINTS

Signature of the
executant and/or
purchaser
Presentants



Gift Raj Anwar

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



Abhay Kumar Sakina

Abhay Kumar Sakina

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

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

Dated 24th Day of February, 2014

Dilip Ray Barman

.... Vendor

And

Cent Percent Value Realty Private Limited

.... Purchaser

CONVEYANCE

146 decimal
R.S. Dag Nos. 1844 and 1898
Mouza Raspanja
South 24 Parganas

ANC Law Chambers & BS Associates, Advocates

The Olisa Offices
Delta House
4, Government Place, North
Kolkata-700001