

422

434/13

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 1023

M.V. Rs. 8,50,900/-

V/c Case No 27/13

G.No. 426/13

Handwritten notes: 25/1/13, 2-25/13

THIS INDENTURE made on this 15th day of January, Two Thousand and Thirteen, BETWEEN

Contd. P/2

Certified that the documents admitted to registration, the signature, seal and the endorsement sheets attached with the this document are the part of this document

Adl District Sup Registrar
Bhadrnagar 24 Pos IN

151043

S.M.H's Court
Bankhall Street, Kot-12
10 JAN 2013

S. E. P. Ltd. 2 Cns.
28, B.T. Rd.
K-12

(C.M.H's Court
Bankhall St. Kot-12)



- Pradip Kumar Kedia
14/01/13

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

Spoonbill Enclave Pvt. Ltd
Pradip Kumar Kedia
Director 14/01/13

14 JAN 2013

BALIN PROMOTERS PVT. LTD.

Ashish Kumar
Director 14/01/2013

Identified by me 14/01/13
Asindam Mukherjee,
s/o Late Ashutosh Mukherjee
84A, C.R. Avenue, Kot-12
Service.

For Sell and as Constibled Attorney for
Chung Christopher Fen Hsing
Li Huan Chan
Chung Chia Shing
Chung Chia Lin
Chung Kim Ung

2865

4866

4859



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

Endorsement For Deed Number : I - 00434 of 2013
(Serial No. 00422 of 2013)

14/01/2013

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

Application for registration at 19.25 hrs on 14/01/2013, at the Private residence by Pradip Kumar
 (one of the Claimants)

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

Execution is admitted on 14/01/2013 by

1. Chung Piao Hsing, son of Lt. Chung Lee Min, 47 South Tangra Road, Thana:-Tangra, P.O.
 District:-Kolkata, WEST BENGAL, India, Pin :-700046, By Caste Buddhist, By Profession : Others

2. Pradyuman Kumar Kedia
 Director, Spoonbill Enclave Pvt. Ltd., 28, B T Road, Thana:-Cossipore, P.O. :- , District:-Kolkata,
 WEST BENGAL, India, Pin :-700002,
 By Profession : Business

3. Anish More
 Director, Balin Promoters Pvt. Ltd., 14 N S Road, Thana:-Hare Street, P.O. :- , District:-Kolkata, WEST
 BENGAL, India, Pin :-700001
 By Profession : Business

4. Represented By Arindam Mukherjee, son of Lt. A Mukherjee, 84/ A C R Avenue, P.O.
 District:-Kolkata, WEST BENGAL, India, Pin :-700012, By Caste: Hindu, By Profession: Service

Executed by Attorney

Identified by

1. Chung Piao Hsing, son of Lt. Chung Lee Min, 47 South Tangra Road, Thana:-Tangra, P.O.
 District:-Kolkata, WEST BENGAL, India, Pin :-700046 By Caste Buddhist By Profession: Others as the
 constituted attorney of 1. Chung Khin Ling 2. Chung Christopher Fen Hsing @ Christopher Chung (in
 Chung Fen Hs 3. Li Huan Chao 4. Chung Chia Shing 5. Chung Chia Lin is admitted by him.

Identified By Arindam Mukherjee, son of Lt. A Mukherjee, 84/ A C R Avenue, P.O.
 District:-Kolkata, WEST BENGAL, India, Pin :-700012, By Caste: Hindu, By Profession: Service

(Subhas Chandra Majumdar)
 ADDITIONAL DISTRICT SUB-REGISTRAR

17/01/2013

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. -8,50,900/-

certified that the required stamp duty of this document is Rs. -4256/- and the Stamp duty paid is
 Rs. -100/-


 (Subhas Chandra Majumdar)
 ADDITIONAL DISTRICT SUB-REGISTRAR
 Barrackpore



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

Endorsement For Deed Number : I - 00434 of 2013
(Serial No. 00422 of 2013)

18/01/2013

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

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

Payment of Fees:

Stamp duty

Rs. 10/- on 18/01/2013

Stamp duty Article A(1) = 9350/- E = 14/- on 18/01/2013

Stamp duty

Stamp duty

Rs. 10/- is paid by the draft number 671201 Draft Date 14/01/2013, Bank State Bank of India, BARRACKPORE received on 18/01/2013

Rs. 14/- is paid by the draft number 176249, Draft Date 17/01/2013, Bank State Bank of India, BARRACKPORE RLYSTN, received on 18/01/2013

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



Handwritten signature

(1) **CHUNG PIAO HSING**, son of Late Chung Lee Min, residing at 47, South Tangra Road, P.S. Tangra, Kolkata - 700 046 (2) **CHUNG CHRISTOPHER FEN HSING** (alias CHRISTOPHER CHUNG alias CHUNG FEN HSING alias CHUNG FEN MIN), son of Late Chung Lee Min, residing at 159, Glen Springs Drive, Scarborough, Ontario, M1W 1Y1, Canada, (3) **LI HUAN CHAO** wife of Late Chung Kuang Hsing, residing at 9, Cascaden Street, Toronto, Ontario, M1V5G5, Canada, (4) **CHUNG CHIA SHING** (5) **CHUNG CHIA LIN** both sons of Late Chung Kuang Hsing, residing at 9, Cascaden Street, Toronto, Ontario, M1V5G5, Canada, and (6) **CHUNG KHIN LING** daughter of Late Chung Kuang Hsing, residing at 137, Cairncross Crescent, Markham, Ontario L3S 3X9, Canada, hereinafter jointly referred to as the "**VENDORS**" ^{all by birth, Jordan & by volition} (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) whereas the Vendor Nos. 2 to 6 are represented by their constituted attorney **MR. CHUNG PIAO HSING** son of Late Chung Lee Min, residing at 47, South Tangra Road, P.S. Tangra, Kolkata - 700 046 by virtue of power of attorney executed at Scarborough, Ontario M1V 5.16, Canada, of the ONE PART

AND

(1) **SPOONBILL ENCLAVE PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at 28, B. T. Road, P.S. Cossipore, Kolkata - 700 002, represented by its Director **MR. PRADIP KUMAR KEDIA**, son of Mr. Nand Kishore Kedia, residing at 28, B. T. Road, P.S. Cossipore, Kolkata - 700 002, and (2) **BALIN PROMOTERS PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at 14, N. S. Road, P.S. Hare Street, Kolkata - 700 001, represented by its Director **MR. ASHISH MORE**, son of Mr. Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata - 700 019, hereinafter jointly referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be

Piao Hsing

deemed to mean and include their respective successors, successors-in-office, representatives and assigns of the OTHER PART.

WHEREAS one Benoy Krishna Mitra was the owner of land measuring 2 Acre 4 Decimal comprised in R.S. and L.R. Dag Nos. 4957, 4960, 4961, 4964, 4965, 4969 and 4970 lying and situate at Mouza Telenipara, J.L. No. 10 under P.S. Titagarh in the District of 24 Parganas North by virtue of a deed of conveyance dated 31.07.1963 and registered at the office of the District Registrar, 24 Parganas and recorded in Book No. 1, Volume No. 77, at pages 1 to 8, Being Deed No. 3318 for the year 1963 absolutely and forever free from all encumbrances.

AND WHEREAS by a Deed of Sale dated the 12.12.1980 and registered at the office of Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 179, Pages 180 to 188, Being No. 6977 for the year 1980 the said Benoy Krishna Mitra granted, sold, conveyed, transferred, assigned and assured unto and in favour of Mr. Chung Fen Hsing, Mr. Chung Kuang Hsing and Mr. Chung Piao Hsing all sons of Late Chung Lee Min ALL THAT the piece and parcel of (1) Danga Land measuring 28 Decimal comprised in Dag No. 4957 (2) Bastu Land measuring 36 Decimal comprised in Dag No. 4961 both recorded in C.S. Khatian No. 379 and R.S. Khatian No. 3916 (3) Banshjar Land measuring 03 Decimal comprised in Dag No. 4960 recorded in C.S. and R.S. Khatian No. 312 (4) Bastu Land measuring 09 Decimal comprised in Dag No. 4969 (5) Bagan Land measuring 18 Decimal comprised in Dag No. 4970 both recorded in C.S. and R.S. Khatian No. 343 (6) Danga Land measuring 45 Decimal comprised in Dag No. 4965 recorded in C.S. and R.S. Khatian No. 3052 (7) Danga Land measuring 65 Decimal comprised in Dag No. 4964 recorded in C.S. and R.S. Khatian No. 322 aggregating to total area of land measuring 2 Acre 04 Decimal lying and situate at Mouza Telenipara, J.L. No. 10 under Seuli Gram Panchayat, P.S. Titagarh in the District of 24 Parganas North and hereinafter referred to as the said "Entire Property" absolutely and forever free from all encumbrances, for the consideration mentioned therein.

AND WHEREAS after purchasing the said Entire Property the said Mr. Chung Fen Hsing, Mr. Chung Kuang Hsing and Mr. Chung Piao Hsing each become the absolute Owners of $1/3^{\text{rd}}$ undivided share of the said Entire Property and got their names mutated in the records of B.L. & L.R.O. in Khatian Nos. 795, 1734, 1847, 747 and 776.

AND WHEREAS the said Chung Kuang Hsing (alias Chu Kuang Hsing), died intestate on 17.10.1994 at Calcutta leaving behind his wife Mrs. Li Huan Chao two sons namely Chung Chia Shing and Mr. Chung Chia Lin and one daughter Miss Chung Khin Ling as his legal heirs and heiresses who jointly inherited the $1/3^{\text{rd}}$ share of the above said Entire Property left by the said Chung Kuang Hsing (alias Chu Kuang Hsing) in equal undivided shares i.e. each of heir getting undivided $1/12^{\text{th}}$ share of the said Entire Property.

AND WHEREAS by way of purchase and inheritance the said Mr. Chung Christopher Fen Hsing (alias Chung Fen Hsing, alias Chung Fen Min), Mr. Chung Piao Hsing, Mrs. Li Huan Chao, Mr. Chung Chia Shing, Mr. Chung Chia Lin and Miss Chung Khin Ling the Vendors herein have become the absolute owners and are seized and possessed of or otherwise well and sufficiently entitled to the ALL THAT the piece and parcel of (1) Danga Land measuring 28 Decimal comprised in R.S. and L.R. Dag No. 4957 (2) Bastu Land measuring 36 Decimal comprised in R.S. and L.R. Dag No. 4961 both recorded in R.S. Khatian No. 3916 and L.R. Khatian Nos. 747, 776 & 1734 (3) Banshjar Land measuring 03 Decimal comprised in R.S. and L.R. Dag No. 4960 recorded in R.S. Khatian No. 312 and L.R. Khatian Nos. 795, 1734 & 1847 (4) Bastu Land measuring 09 Decimal comprised in R.S. and L.R. Dag No. 4969 (5) Bagan Land measuring 18 Decimal comprised in R.S. and L.R. Dag No. 4970 both recorded in R.S. Khatian No. 343 and L.R. Khatian Nos. 795, 1734 & 1847 (6) Danga Land measuring 45 Decimal comprised in R.S. and L.R. Dag No. 4965 recorded in R.S. Khatian No. 3052 and L.R. Khatian Nos. 776, 795 & 1734 (7) another Danga Land measuring 65 Decimal comprised in R.S. and L.R. Dag No. 4964 recorded in R.S.

Khatian No. 322 and L.R. Khatian Nos. 795, 1734 & 1847 aggregating to total area of land measuring 2 Acre 04 Decimal lying and situate at Mouza Telenipara, J.L. No. 10 under Sculi Gram Panchayat, P.S. Titagarh in the District of 24 Parganas North and hereinafter referred to as the "said Entire Property" absolutely and forever free from all encumbrances.

A. The Vendors herein have held out, represented before, warranted and assured the Purchasers, as follows:-

- i. That the said Entire Property is in uninterrupted and exclusive "Khas" peaceful vacant and physical possession of the Vendors without any disturbance obstruction claim or objection of any and every nature whatsoever from any person or persons and that no person or persons has/have ever claimed title or possession to the said Entire Property or any part thereof adversely to the Vendors;
- ii. That no part or portion of the said Entire Property has ever been vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Entire Property nor is there any case pending under such Acts or Statutes;
- iii. That the Vendors never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Entire Property and that the Vendors have not done anything in violation or contravention of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Entire Property.
- iv. That the said Entire Property or any portion thereof are not affected by any notice or scheme or alignment of the Kolkata

Metropolitan Development Authority or the Government or any other Public Body or Authority;

- v That no declaration has been made or notification published for acquisition or requisition of the said Entire Property;
- vi That said Entire Property or any portion thereof is neither under the Land Acquisition Act nor any other Act for the time being in force and that the said Entire Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- vii That the said Entire Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever;
- viii That there is no impediment or restriction under any law for the time being in force on the Vendors which prevent or restrict the Vendors from selling conveying and transferring the said Entire Property or any portion thereof unto and in favour of the Purchasers;
- ix That no action, suit, appeal or litigation in respect of the said Entire Property or in any way concerning the said Entire Property or any part thereof is pending and that no person has ever claimed any right title interest or possession of any and every nature whatsoever in or in respect of the said Entire Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor are the Vendors aware of any such claim, notice, suit or proceeding and that save and except the

Vendors, no other person has or can claim any right title or interest of any and every nature whatsoever in the said Entire Property or any portion thereof;

- x. That the said Entire Property or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981;
- xi. That the said Entire Property or any portion thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act or any other Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or properties or any of them, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana/Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;
- xii. That there is no defect in the Vendors' title to the said Entire Property or any part thereof which could expose the Purchasers to any risk nor is there any material or latent defect in the said Entire Property or any part thereof or in the Vendors' title thereto;

- xiii. That no document judgment or any other order is in force as on date affecting the said Entire Property or any part thereof nor is the said Entire Property or any part thereof vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver.
- xiv. That the Vendors have not done anything whereby the rights title or interest of the Vendors in the said Entire Property or any part thereof could have been encumbered impeached challenged or disputed in any way;
- B. That the Purchasers relying on the aforesaid representations and assurances of the Vendors and believing the same to be true and correct and acting on the faith thereof have agreed to purchase and the Vendors have agreed to sell (out of the said Entire Property) ALL THAT the piece and parcel of Land containing an aggregate area of 20 Decimal more or less out of which Purchaser No. 1 herein M/s Spoonbill Enclave Pvt. Ltd. has agreed to purchase Danga Land measuring 10 Decimal more or less comprised in R.S. and L.R. Dag No. 4964 inclusive of proportionate share in common passage more particularly described in the First Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered RED for a consideration of Rs. 4,23,500/- (Rupees Four Lacs Twenty Three Thousand Five Hundred only) AND the Purchaser No. 2 herein M/s Balin Promoters Pvt. Ltd. has agreed to purchase Danga Land measuring 10 Decimal more or less comprised in R.S. and L.R. Dag No. 4964 inclusive of proportionate share in common passage more particularly described in the Second Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered GREEN for a consideration of Rs. 4,23,500/- (Rupees Four Lacs Twenty Three Thousand Five Hundred only) under R.S. Khatian No. 322 and L. R. Khatian Nos. 795, 1734 & 1847 and lying and situate at Mouza Telenipara, J.L. No. 10 under Seuli

Gram Panchayat, P.S. Titagarh in the District of 24 Parganas North out of the Entire Property togetherwith all other easements and/or facilities attached thereto including the right of access to the said lands respectively and hereinafter collectively referred to as the 'said Property' at or for aggregate total consideration of Rs. 8,47,000/- (Rupees Eight Lacs Forty Seven Thousand) only free from all encumbrances and liabilities whatsoever.

- C. The Purchasers have at or before execution of this deed of sale paid the full consideration amount to the Vendors and the Vendors have put the Purchasers in Khas, peaceful, vacant and physical possession of the said Property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 8,47,000/- (Rupees Eight Lacs Forty Seven Thousand) only duly paid by the Purchasers to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchasers as well as the said Property hereby sold, conveyed and transferred and every part thereof) the Vendors do and each of them doth hereby grant, sell, convey, transfer, assign, and assure unto and in favour of the Purchaser No. 1 herein M/s Spoonbill Enclave Pvt. Ltd. ALL THAT the piece and parcel of Danga Land measuring 10 Decimal more or less comprised in R.S. and L.R. Dag No. 4964 inclusive of proportionate share in common passage more particularly described in the First Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered RED **AND** in favour of the Purchaser no. 2 herein M/s Balin Promoters Pvt. Ltd. the piece and parcel of Danga Land measuring 10 Decimal more or less comprised in R.S. and L.R. Dag No. 4964 inclusive of proportionate share in common passage more particularly described in the Second Schedule hereunder written and delineated in the map or plan hereto

annexed and thereon bordered GREEN aggregating to total area of land of 20 Decimal more or less recorded in R.S. Khatian No. 322 and L. R. Khatian Nos. 795, 1734 & 1847 lying and situate at Mouza Telenipara, J.L. No. 10 under Seuli Gram Panchayat, P.S. Titagarh in the District of 24 Parganas North togetherwith all other easements and/or facilities attached thereto including the right of access to the said land and hereinbefore as well as hereinafter for the sake of brevity collectively referred to as the "said Property" TOGETHERWITH all other easement rights including the right of ingress and egress and the compound and appurtenances belonging thereto OR HOWSOEVER OTHERWISE the said Property or any part thereof now are or is or at any time or times heretofore were or was situated, outted, bounded, called, known, numbered, described or distinguished together with all paths, passages, waters, water-courses, sewers, drains and all manner of former and other lights, rights, liberties, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever to the said Property belonging or in any wise appertaining thereto or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or remainders AND all the rents, issues and profits thereof AND all and every part thereof AND all the legal incidence thereof AND all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendors into upon or in respect of the said Property and every part thereof hereby granted and transferred AND all deeds, pattans, muniments, writing and evidences of title which in anywise relating to the said Property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the Vendors or any of them or any person or persons from whom the Vendors or any of them can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Property AND the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be together with right of ingress and egress, and all other rights, interests, members and appurtenances belonging thereunto and every part thereof

unto and to the use of the Purchasers absolutely and forever free from all mortgages, charges, liens, dependens, encumbrances and liabilities whatsoever.

THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS: -

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors made, done, committed or knowingly or willingly suffered to the contrary, the Vendors are absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said Property free from all encumbrances and liabilities whatsoever.
- b) That the Vendors have good right full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure 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 Purchasers in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever.
- c) That the transfer being effected by this Conveyance is subject to indemnification by the Vendors about the correctness of Vendors' title and authority to sell as also the Representations and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- d) That the Vendors shall remain liable for all rents, rates, taxes and all other outgoings and impositions payable in respect of the said Property upto the date of these presents and the Vendors shall at

all time keep the Purchasers saved, harmless and indemnified against any loss or damages if suffered by any claim of any person or persons or parties in respect of the said Property.

- e) That the Purchasers shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Property hereby granted, sold, conveyed and transferred and receive and enjoy the rents issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and demand whatsoever from of or by the Vendors or any of them or any other person or persons lawfully or equitably claiming from through under or in trust for the Vendors.
- f) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by the Vendors and at the cost and expenses of the Vendors well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, dispendens, debts, attachments (including attachments under any certificate case or proceedings) executions, encumbrances and liabilities whatsoever made or suffered by the Vendors.
- g) That the Vendors do and each of them doth hereby further covenant with the Purchasers and declare that no notice has been served upon the Vendors or any of them for acquisition and/or requisition of the said Property or any part thereof and that the said Property or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings is pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said Property or any part thereof or for any other reason.

- h) The Vendors do and each of them doth hereby further covenant with the Purchasers that the Vendors or any of them have or hath not at any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said Property or any part thereof is or are or may be impeached, charged, encumbered or affected by reason whereof the Vendors may be prevented from conveying the said Property in the manner aforesaid.
- i) Further the Vendors and all persons having or lawful or equitably claiming estates, rights, title, interest, Property claim and demand whatsoever into or upon the said Property hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchasers individually and/or their respective successor or successors, executors, administrators, legal representative and/or assigns, make, do, acknowledge and execute or cause to be made, done, acknowledged and executed, all such acts, deeds, matters and things whatsoever for further better and more perfectly, effectually or satisfactorily granting, transferring and assuring the said Property and every part and parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASERS as follows:

- i) THAT the Vendors are and shall always be liable for payment of all arrears of rates, taxes, khazana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the

date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendors on a demand being made by the Purchasers and the Vendors shall indemnify and keep saved harmless and indemnified the Purchasers in respect thereof and also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchasers due to non-payment or delay in payment thereof;

- ii. **AND THAT** the Vendors shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchasers herein from time to time for having the name of the Purchasers mutated in respect of the said Property hereby sold and conveyed;
- iii. **AND THAT** the Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorneys of the Vendors and empower and authorize the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the names of the Purchasers and in this regards the Vendors shall sign all documents and papers as required by the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO

(land sold to Spoonbill Enclave Pvt. Ltd.)

ALL THAT the piece and parcel of Danga Land measuring 10 Decimal more or less in R.S. and L.R. Dag No. 4964 inclusive of proportionate share in common passage and recorded in R.S. Khatian No. 322 and L.

R Khatian Nos. 795, 1734 & 1847 lying and situate at Mouza Telenipara, J.L. No. 10 under Seuli Gram Panchayat, P.S. Titagarh in the District of 24 Parganas North and delineated in the map or plan hereto annexed and thereon bordered RED with all other easements and/or facilities attached thereto including the right of access to the said land and butted and bounded in the manner as follows:

ON THE NORTH : Common Passage
ON THE SOUTH : Part of R.S. Dag No. 4964
ON THE EAST : Part of R.S. Dag No. 4964
ON THE WEST : Common Passage

THE SECOND SCHEDULE ABOVE REFERRED TO

(land sold to Balin Promoters Pvt. Ltd.)

ALL THAT the piece and parcel of Danga Land measuring 10 Decimal more or less in R.S. and L.K. Dag No. 4964 inclusive of proportionate share in common passage and recorded in R.S. Khatian No. 322 and L. R. Khatian Nos. 795, 1734 & 1847 lying and situate at Mouza Telenipara, J.L. No. 10 under Seuli Gram Panchayat, P.S. Titagarh in the District of 24 Parganas North and delineated in the map or plan hereto annexed and thereon bordered GREEN with all other easements and/or facilities attached thereto including the right of access to the said land and butted and bounded in the manner as follows:

ON THE NORTH : Common Passage
ON THE SOUTH : Part of R.S. Dag No. 4964
ON THE EAST : R.S. Dag No. 4966 & 4965
ON THE WEST : Part of R.S. Dag No. 4964

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

SIGNED SEALED AND DELIVERED by the VENDORS At Kolkata in the presence of -

1. Arindam Mukherjee
84/A, C. R. Avenue
Kolkata - 700 012
2. Tapas Jena
6, Bon Bihari Bose Road,
Howrah - 71101

Chiu Hing Chung

For Self and as Constatant Attorney for
Chung Christopher Fen Hing
Li Huen Chao
Chung Chi Shing
Chung Chi Lin
Chung Khe Ling

(VENDORS)

SIGNED SEALED AND DELIVERED by the PURCHASERS At Kolkata in the presence of -

1. Arindam Mukherjee
2. Tapas Jena

Spoonbill Enclave Pvt Ltd
Pradip Kumar Kachar
Director

BALIN PROMOTERS PVT. LTD.

Arindam Mukherjee
Director

(PURCHASERS)

Drafted by:

Arindam Mukherjee

Advocate
High Court, Calcutta

RECEIVED of and from the withinnamed Purchasers the within mentioned sum of Rs. 8,47,000/- (Rupees Eight Lacs Forty Seven Thousand) only being the full amount of the consideration money under this Indenture as per Memo below:

MEMO OF CONSIDERATION

Paid By Purchaser No. 1

<u>Date</u>	<u>Chq. No.</u>	<u>Bank Name & Branch</u>	<u>Amount (Rs.)</u>	<u>Paid to</u>
10-01-2013	199607	HDFC Bank, Kalyan	1,41,167/-	Vendor No. 1
11-01-2013	199608	- do -	2,25,866/-	Paid on behalf of Vendor No. 2 to 6
		Paid by way of TDS	56,467/-	on behalf of Vendor No. 2 to 6
		TOTAL	<u>4,23,500/-</u>	

Paid By Purchaser No. 2

<u>Date</u>	<u>Chq. No.</u>	<u>Bank Name & Branch</u>	<u>Amount (Rs.)</u>	<u>Paid to</u>
14-01-2013	204376	HDFC Bank Kalyan	1,41,167/-	Vendor No. 1
14-01-2013	204377	- do -	2,25,866/-	Paid on behalf of Vendor No. 2 to 6
		Paid by way of TDS	56,467/-	on behalf of Vendor No. 2 to 6
		TOTAL	<u>4,23,500/-</u>	
		GRAND TOTAL	<u>8,47,000/-</u>	

(Rupees Eight Lacs Forty Seven Thousand only)

WITNESSES :

1. *Asindam Mankheja*

2. *Tapas Jura*

Lin Hui ching
For Sell and as Constituted Attorney for
Chung Christopher Fan Hing
Li Huan Chao
Chung Chi Shing
Chung Chi Lin
Chung Kien Ling

(VENDORS)

SPECIMEN FORM FOR TEN FINGERPRINTS



Rio King Chung

For Sell and as Constituted Attorney for
 Cheng Christopher Fan Hang
 Li Huan Chao
 Chung Chia Sing
 Chung Chia Lin
 Chung Khai Ling



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Pradip

Spoonbill Endlave Pvt Ltd

Pradip Kumar Kedia
 Director

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Ashu

BALU PROMOTERS PVT. LTD.

Ashu
 Director

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SALE DEED PLAN

MOUZA - TELENIPARA, J. L. NO. 10, R.S. KHATIAN NO. 322, L. R. KHATIAN NOS. 795, 1734 & 1847, R. S. & L. R. DAG NO. 4964, P. S.- TITAGARH, DIST.- 24 PARGANS (N)

TOTAL SOLD AREA OF LAND : 20 DEC.

PURCHASERS' NAME

AREA SOLD

SPOONBILL ENCLAVE PVT. LTD

(25%)
10

SHOWN IN RED BORDER

BALIN PROMOTERS PVT LTD

10
20

SHOWN IN GREEN BORDER

N



Spoonbill Enclave Pvt Ltd
Pradip Kumar Keelip
Director

BALIN PROMOTERS PVT. LTD.

Ashish Kumar
Director

MOUZA : NILGANGU

(Signature)


PURCHASERS

For Sell and as Constituted Attorney for
Chung Christopher Fen Hsing
Li Huan Chao
Chung Chia Shing
Chung Chia Lin
Chen Kian Ling

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 2
Page from 2438 to 2460
being No 00434 for the year 2013.




(Subhat Chandra Majumdar) 22 January 2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal