

अन्हिम्बङ्ग पश्चिम बंगाल WEST BENGAL

K 408190

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this documents are the part of this document

Addi District Sub-Registra:
Bidhannagar, (Salt Lake City)

2 4 SEP 2014

## **DEED OF CONVEYANCE**

This Deed of Conveyance is made on this the 2 1stday of September 2012

## BETWEEN

(1) SRI SHYAMAL GHOSH, son of Sri Shibnath Ghosh, residing at Chota Chandpur, Police Station Rajarhat, District 24 Parganas (North) (2) SRI DILIP GHOSH, son of Late Sunil Ghosh, residing at Reckjoani, Ghoshpara, Police Station Rajarhat, Kolkata-700135 (3) SRI BARUN GHOSH, son of Late Biswanath Ghosh, residing at Reckjoani, Ghoshpara, Police Station Rajarhat, Kolkata-700135 and (4) SRI APU GHOSH, son of Late Biswanath Ghosh, residing at Reckjoani, Ghoshpara, Police Station Rajarhat, Kolkata-700135, hereinafter collectively called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, nominees and assigns).

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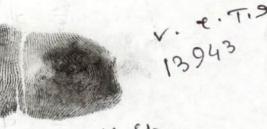
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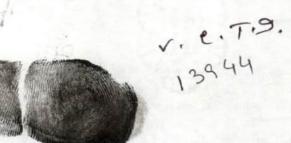
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LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



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#### AND

M/S SKYSCRAPER GRIHA NIRMAN PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Kolkata 700157, duly represented by its directors namely Mr. Shishir Gupta, son of Late Sree Bhagwan Gupta, residing at 16 Amherst Row, Police Station Amherst Street, Kolkata-700009 and Sk. Nasir, son of Late Sk. Rashid, residing at Hatiara, Pashchimpara. Police Station New Town, Kolkata-700157, hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators, representatives, nominees and assigns).

Vendors and Purchaser collectively Parties and individually Party.

### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

### Subject Matter of Conveyance

Said Property: Land measuring 5 (five) cottah, more or less, together with 1 (one) RT Shed measuring about 100 (one hundred) square feet, comprised in R.S/L.R. Dag No.1329, recorded in L.R. Khatian Nos. 2023 and 2024, Mouza Reckjoani. J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration District Bidhannagar, Salt Lake City, District North 24 Parganas, more fully described in the Schedule below and demarcated on the Plan annexed hereto and bordered in colour Green thereon (Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

### Background, Representations, Warranties and Covenants

Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:

Ownership of Panchkori Sardar: By a Deed of Conveyance dated 22<sup>nd</sup> December, 1931, registered in the Office of Sub-Registrar, Cossipore-Dum Dum. in Book No. I, Volume No. 15, at Pages 32 to 34, being Deed No. 1379 for the year 1931, Panchkori Sardar purchased land measuring 26 (twenty six) decimal comprised in C.S. *Dag* No. 1259, correspondent to R.S. *Dag* No. 1329, under C.S. *Khatian* No. 211, R.S. *Khatian* No. 143, *Mouza* Reckjoani, J.L. No. 13, Police Station Rajarhat, District North 24 Parganas (Panchkori's Property).

**Demise of Panchkori Sardar:** Panchkori Sardar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his 3 (three) sons, who jointly inherited the absolute right title and interest of Panchkori Sardar in Panchkori's Property.

Ownership of Nemai Charan Sardar: Nimai Charan Sardar, being one of the son of Panchkori Sardar, inherited 1/3<sup>rd</sup> (one-third) share in Panchkori's Property.

Ownership of Bankim Behari Sardar: Bankim Behari Sardar, being one of the son of Panchkori Sardar, inherited 1/3<sup>rd</sup> (one-third) share in Panchkori's Property.

**Sale to Bankim Behari Sardar:** By a Deed of Conveyance dated 13<sup>th</sup> May, 1975, registered in the Office of Sub-Registrar, Cossipore-Dum Dum, in Book No. I, Volume No. 88, at Pages 13 to 15, being Deed No. 4645 for the year 1975, Nemai Charan Sardar sold land measuring 1 (one) *cottah*, out of his 1/3<sup>rd</sup> (one third) share in Panchkori's Property, to Bankim Behari Sardar.

**Absolute Ownership of Bankim Behari Sardar:** In the above mentioned circumstances, Bankim Behari Sardar, has become the owner of **(1)** 1/3<sup>rd</sup> (one-third) share in Panchkori's Property by virtue of inheritance and **(2)** land measuring 1 (one)

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cottah, more or less, by virtue of purchase from Nemai Charan Sardar, (collectively Bankim's Property).

Mutation by Bankim Behari Sardar: Bankim Behari Sardar mutated his name, as owner, in the records of Land Revenue Settlement vide L.R. Khatian No. 2024.

Sale to Rathindra Nath Mitra: By a Deed of Conveyance dated 18<sup>th</sup> October, 1993, registered in the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. 1, Volume No. 175, at Pages 131 to 136, being Deed No. 8195, for the year 1993, Bankim Behari Sardar, sold land measuring 1 (one) *cottah*, more or less, out of Bankim's Property, to Rathindra Nath Mitra (Rathindra's Property).

**Mutation by Rathindra Nath Mitra:** Rathindra Nath Mitra mutated his name, as owner, in the records of Land Revenue Settlement vide L.R. *Khatian* No. 2023, in regard to Rathindra's Property.

Sale to Vendor Nos. 3 and 4: By a Deed of Conveyance dated 17<sup>th</sup> August, 2011, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 17, at Pages 3960 to 3970, being Deed No. 09524 for the year 2011, Rathindra Nath Mitra, sold Rathindra's Property, being land measuring 1 (one) *cottah*, more or less, together with R.T. Shed measuring 100 (one hundred) square feet, to Barun Ghosh (Vendor No. 3 herein) and Apu Ghosh (Vendor No. 4 herein).

Ownership of Vendor Nos. 3 and 4: In the above mentioned circumstances, the Vendor No. 3 and Vendor No. 4 have become the absolute owner of Rathindra's Property.

Demise of Bankim Behari Sardar: Bankim Behari Sardar, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind him surviving his wife, Sibani Sardar, 3 (three) sons, namely, Sankar Sardar, Badal Kumar Sardar, Sambhu Sardar and 3 (three) daughters, namely, Maya Sardar, Jyotsna Sardar and Suniti Sardar [collectively Legal Heirs of Bankim Behari Sardar] as his only surviving legal heirs and heiresses, who jointly and equally inherited the right, title and interest of Bankim Behari Sardar in Bankim's Property.

Sale to Vendor Nos. 1 and 2: By a Deed of Conveyance dated 24<sup>th</sup> July, 2007, registered in the Office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 5, at Pages 7804 to 7820, being Deed No. 02825 for the year 2011, the Legal Heirs of Bankim Behari Sardar, sold land measuring 4 (four) *cottah*, more or less, together with R.T. Shed measuring 100 (one hundred) square feet, to Shyamal Ghosh (Vendor No. 1 herein) and Dilip Ghosh (Vendor No. 2 herein) [Shyamal & Another's Property].

Ownership of Vendor Nos. 1 and 2: In the above mentioned circumstances, the Vendor No. 1 and Vendor No. 2 have become the absolute owner of Shyamal & Another's Property.

Absolute Ownership of Said Property: In the abovementioned circumstances, the Vendors have become the undisputed and absolute owners of Rathindra's Property and Shyamal & Another's Property, collectively the Said Property, which is a part of Bankim's Property.

Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:

 The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the *Panchayat* Authority or Government or any Statutory Body.

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- The Vendors 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.
- 3. The Vendors have 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.
- 4. The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 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 Vendors.
- 6. 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.
- 7. No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 8. The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-intitle and the title of the Vendors to the Said Property is free, clear and marketable.
- The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 10. There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

## **Basic Understanding**

The basic understanding between the Parties is that the Vendors 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 above (collectively Representations).

### Transfer

The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being land measuring 5 (five) cottah, more or less, together with 1 (one) RT Shed measuring about 100 (one hundred) square feet, comprised in R.S/L.R. Dag No.1329, recorded in L.R. Khatian Nos. 2023 and 2024, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration District Bidhannagar, Salt Lake City, District North 24 Parganas together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

The aforesaid transfer is being made in consideration of a sum of Rs.15,00.000/-(Rupees fifteen Lac only) paid by the Purchaser to the Vendors receipt of which the

L offered record.

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Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

### Terms of Transfer

- 1.1 The transfer being effected by this Conveyance is:
- 1.1.1 Sale within the meaning of the Transfer of Property Act, 1882.
- 1.1.2 Absolute, irreversible and perpetual.
- 1.1.3 Free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 1.1.4 Together with all other rights the Vendors have 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.
- 1.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 1.2.1 Express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' 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 Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnifies 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 the aforesaid.
- 1.2.2 Performance of all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 1.3 Khas, vacant, physical and peaceful possession of the Said Property has been handed over by the Vendors to the Purchaser.
- 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, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 1.5 The Vendors hereby covenant that the Purchasers and the Purchasers' successors-in-interest and 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.

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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 attorney 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 name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

1.7 The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-ininterest 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.

# Schedule (Said Property)

Land measuring 5 (five) cottah, more or less, together with 1 (one) RT Shed measuring about 100 (one hundred) square feet, comprised in R.S/L.R. Dag No.1329, recorded in L.R. Khatian Nos. 2023 and 2024, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registration District Bidhannagar, Salt Lake City, District North 24 Parganas, demarcated on the Plan annexed hereto and bordered in colour Green thereon and butted and bounded as follows:

On the North

: By R.S. Dag No. 1330

On the East

By Part of R.S. Dag No. 1331

On the South

By 16 feet wide Panchayat's Kachcha Road

On the West

: By R.S. Dag No. 1329 (P)

Together with all title, benefits, easements, 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 details of the Said Property are tabulated below:

Mouza	L.R. <i>Dag</i> No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in cottah)	Name of the Recorded Owners
Reckjoani	1329	2023 2024	26	1 (one) 4 (four)	Rathindra Nath Mitra Bankim Behari Sardar
			Total	5 (five)	



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

(Shyamal Ghosh)

Diip Ghosh)

Boly Glosh
(Barun Ghosh)

(Apu Ghosh)

[Vendors]

Drafted to

Witnesses:

1. Svoir Mandol. Sjo-Himangen Mandol. Vill-Reckjooni, P.O+P.S-Rojashot, Kol-700/35.

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## Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.15,00,000/- (Rupees fifteen lac only) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
L'Cheque No. 0382	83 4/08/2012	AXIS BANK	Re1, 50, 000/-
2. Cheque No. 0387	559 21/9/2012	AKIS BANK	Rs. 6,00,000/-
3. Cheque No. 03	8284 4/8/2012	AKIS BANK	
4. Cash	4/8/12	-	R.1,50,00/
		Total	Ro. 15, 00, m7
ret) esma			DiciP Gross
(Shyama	al Ghosh)		(Dilip Ghosh)

(Barun Ghosh)

(Apu Ghosh)

[Vendors]

Witnesses:

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Sto-Himangen Mandol.

Vill-Reekjoani, P.o + B.S.-Rojentot, Sist-H74 Ps hot-135,

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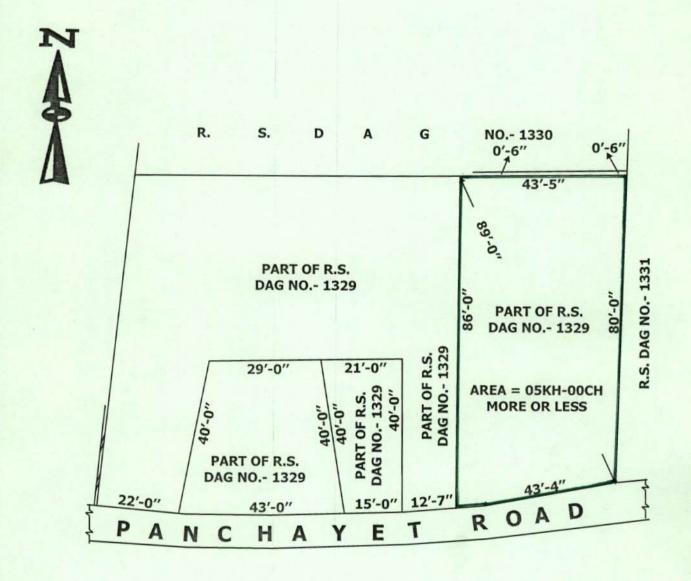
SITE PLAN OF PART OF R.S. DAG NO. -1329, WHOSE C.S. DAG NO. - 1259, AT MOUZA - RECKJOANI, J.L. NO. - 13, R. S. NO. -198, L.R. KHATIAN. NO. - 2023, & 2024, P. S. - RAJARHAT, DIST. - NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

PURCHASE PLOT OF AREA = 05KH-00CH-00 SFT (M/L) PURCHASE PLOT SHOWN IN GREEN BORDER

SCALE :25'-0" =1"

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M/S. SKYSCRAPER VANIJYA PRIVATE LIMITED

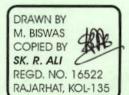


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# **VENDOR'S SIGNATURE**

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	PART OF R.S. DAG NO. 1329	0.0826	05	00	00	

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

Endorsement For Deed Number : I - 12138 of 2012 (Serial No. 13172 of 2012)

On

Payment of Fees:

On 21/09/2012

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

Presented for registration at 22.05 hrs on :21/09/2012, at the Private residence by Dilip Ghosh , one of the Executants.

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

Execution is admitted on 21/09/2012 by

- 1. Shyamal Ghosh, son of Shibnath Ghosh, Chota Chandpur, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- Dilip Ghosh, son of Late Sunil Ghosh, Reckjoani Ghoshpara, Kolkata, Thana:-Rajarhat, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Hindu, By Profession: Others
- 3. Barun Ghosh, son of Late Biswanath Ghosh, Reckjoani Ghoshpara, Kolkata, Thana:-Rajarhat, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Hindu, By Profession: Others
- Apu Ghosh, son of Late Biswanath Ghosh, Reckjoani Ghoshpara, Kolkata, Thana:-Rajarhat, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Hindu, By Profession: Others

Identified By Sisir Mondal, son of Himangsu Mondal, Reckjoani, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

( Debasish Dhar ) ADDITIONAL DISTRICT SUB-REGISTRAR

### On 24/09/2012

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

Upi8 \* Seal of

क्षेत्रीक विकास

ensign due

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4 of Indian Stamp Act 1899.

### Payment of Fees:

Amount By Cash

Rs. 23807.00/-, on 24/09/2012

(Under Article: A(1) = 23793/- E = 14/- on 24/09/2012)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-21,63,333/-

2 4 SEP 2012

Addi. District Sub Lake City

( Debasish Dhar )

ADDITIONAL DISTRICT SUB-REGISTRAR

egistrar

EndorsementPage 1 of 2

24/09/2012 15:45:00



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

Endorsement For Deed Number: I - 12138 of 2012 (Serial No. 13172 of 2012)

Certified that the required stamp duty of this document is Rs.- 108187 /- and the Stamp duty paid as: Impresive Rs.- 500/-

### **Deficit stamp duty**

Deficit stamp duty

- Rs. 49000/- is paid, by the draft number 701194, Draft Date 21/09/2012, Bank Name State Bank of India, CHINAR PARK, RAJARHAT, received on 24/09/2012
- Rs. 9700/- is paid, by the draft number 701195, Draft Date 21/09/2012, Bank Name State Bank of India, CHINAR PARK, RAJARHAT, received on 24/09/2012
- Rs. 49000/- is paid, by the draft number 701193, Draft Date 21/09/2012, Bank Name State Bank of India, CHINAR PARK, RAJARHAT, received on 24/09/2012

( Debasish Dhar ) ADDITIONAL DISTRICT SUB-REGISTRAR



2 4 SEP 2013

Addl. District Sub-Resisted City

Addl. District Sub-Resisted City

ADDITIONAL DISTRICT SUB-REGISTRAR

# SPECIMEN FORM FOR FINGERPRINTS

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Signature

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Signature

WHITE IS NOT THE REAL PROPERTY.		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
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Signature

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# SPECIMEN FORM TEN FINGER PRINTS

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Seal of the Additional District State of the Additional District S

Addi. District S. D. Registrar Bidhannagar. (Salt Lake City

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 17 Page from 5316 to 5330 being No 12138 for the year 2012.



(Debasish Dhar) 25-September-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BIDHAN NAGAR West Bengal