

CONVEYANCE

1 8 AUG 2014

Date: 14th August, 2014

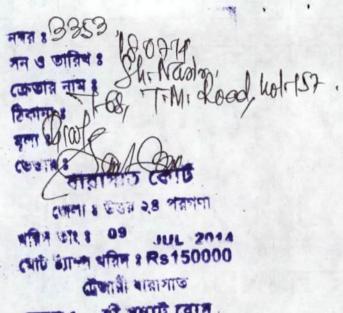
Place: Kolkata 2.

3. Parties:

Madhab Biswas, son of Sankar Biswas, residing at Swastyayan Gachhi, 3.1 Majherpara, Post Office Polerhat, Police Station Kashipore, District-North 24 Parganas, Kolkata - 700135.

[PAN AITPB2825R].

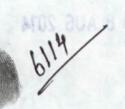
(Vendor, include successors-in-interest)



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Minte Paul Efo Subhas che faul. T. 68 Teghonia Mar D Kolkala - Zeros 57 3.2 **Realtech Creation Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, [PAN AAQFR8577B] represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157. (**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:** *Bastu* land measuring 4 (four) *cottah* 4 (four) *chittack* 30 (thirty) Square feet, comprised in R. S./L. R. Dag No. 1332, recorded in L.R. *Khatian* No. 6303 along with tiles shaded structure measuring 100 Square feet, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat*, Sub-Registry Office Rajarhat, District North 24 Parganas, more or less described in the Schedule below and delineated on the Plan attached hereto and bordered in colour **Green** thereon (**Said Property**) and 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.
- 5. Background, Representations, Warranties and Covenants
- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 Ownership of Madhab Biswas: By a Deed of Conveyance, dated 19th January, 2012, registered in the office of District Sub Registrar, North 24 Parganas II, Barasat in Book No-I, Being No. 0777 for the year 2012, Madhab Biswas has purchased land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) square feet, comprised in R. S./L. R. Dag No. 1332 under R. S. Khatian No. 2362 corresponding L.R. Khatian Nos. 3489 and 3490, under Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 1 Gram Panchayat, District North 24 Parganas, from Parbati Basak, Narayan Chandra Basak and Debashish Basak (Madhab's Property).
- 5.1.2 Record of Right: Madhab Biswas has mutated his name, as owner of Madhab's Property, in the records of Land Reforms Settlement vide *Khatian* No. 6303.
- 5.1.3 **Absolute Ownership of Owner:** In the above mentioned circumstances, the Owner has become the sole, absolute and undisputed Owner of the Said Property, being the Madhab's Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:



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- 5.2.1 **No Acquisition/Requisition:** The Vendor did 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.
- 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 chargé 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, *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 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 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



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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 subclauses mentioned above (collectively **Representations**).

7. Transfer

- 7.1 Hereby Made: The Vendor hereby sell, convey and transfer to the Purchaser the entirety of the Vendor right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the Schedule below, being bastu land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) Square feet, comprised in R. S./L. R. Dag No. 1332, recorded in L. R. Khatian No. 6303 along with tiles shaded structure measuring 100 Square feet, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registry Office Rajarhat, District North 24 Parganas, 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.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs. 20,00,000/- (Rupees twenty lac) only 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, admit and acknowledge.

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, *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 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: 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



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necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor 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.

- 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, physical and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 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, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnify and agree 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 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.
- 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) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendor and empower and authorize 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 their 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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Schedule (Said Property)

Bastu land measuring 4 (four) cottah 4 (four) chittack 30 (thirty) Square feet, comprised in R. S./L. R. Dag No. 1332, recorded in L. R. Khatian No. 6303 along with tiles shaded structure measuring 100 Square feet, Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No.1 Gram Panchayat, Sub-Registry Office Rajarhat, 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 plot No 3, R.S./L. R. Dag No.1332.

On the East : By R. S./L.R. Dag No. 1331 and 6 feet common passage

On the South : By R. S./L.R. Dag Nos. 1325, 1331

On the West : By R.S. /L.R. Dag No. 1318

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.

9. Execution and Delivery

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

Madhab Biswas.

(Madhab Biswas) [Vendor]

REALTECH CREATION COMPANY

Partners

(Realtech Creation Company) [Purchaser]

Name Diponton Soute. Name Name Father's Name LT. SIBA SANKAR SARKAR, Father's Name S.C. Paul.

Address VILL: RECKJOANIE Address Teghona Main Q, KJ-15

DS7: 24 (Pa(N)

SULAGNA DE

Advocate

High Court, Calcutta

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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs. 20,00,000/- (Rupees twenty 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.)	
by RTGS UTIBH 14226029958	14/8/14	Axis Bank	20,00,000/	
		Total	Rs. 20,00,000/-	

Madhab	Biswas.
[Vene	dor]

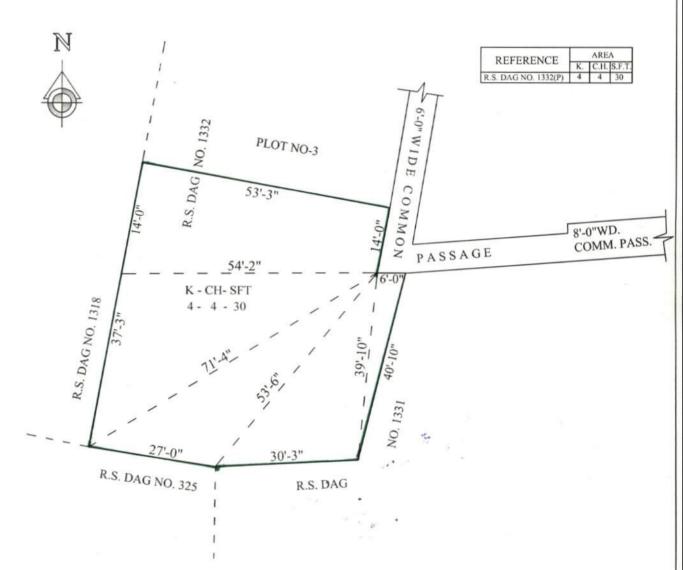
Witnesses:	0
Signature Sunku Sunk.	Signature
	Name Mintil Paul
Father's Name LT. SIBA SANKAR SARKAN	Father's Name S. C. Poul
Address YILL: RECKJOANIE	Address Teghona, Kol-107
PO: RAJARHAT DST: 24P4(N).	



Reditional Protein Sub-Registry

SITE PLAN OF LAND PART OF R.S./LR. DAG NO. 1332, AT MOUZA-RECKJUANI, J.L. NO. 13, R.S. NO. 198, L.R. KH. NO.- 6303, P.S. - RAJARHAT, DIST.- NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

SCALE: N.T.S.



Madhab Bisnas.

5-

REALTECH CREATION COMPANY

Sh No

Partners

SIGNATURE OF PURCHASER



Additional District Sub-Registres

SPECIMEN FORM TEN FINGER PRINTS

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



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Government Of West Bengal

Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number: I - 09257 of 2014 (Serial No. 10143 of 2014 and Query No. 1523L000017245 of 2014)

On 14/08/2014

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

Presented for registration at 16.40 hrs on :14/08/2014, at the Private residence by Sk. Nasir, one of the Claimants.

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

Execution is admitted on 14/08/2014 by

- 1. Madhab Biswas, son of Sankar Biswas, Swastyayan Gachhi, Majherpara, Kolkata, P.O.:-Polerhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
- 2. Shishir Gupta

Partner, Realtech Creation Company, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700157. , By Profession : Business

3. Sk. Nasir

Partner, Realtech Creation Company, T - 68, Teghoria Main Road, Kolkata, Thana:-Baguiati, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700157. , By Profession : Business

Identified By Mintu Paul, son of Subhas Ch Paul, T - 68, Teghoria Main Road, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin: -700157, By Caste: Hindu, By Profession: Others.

> (Debashis Ghosh) Additional District Sub-Registrar

On 18/08/2014

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

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

Payment of Fees:

Amount by Draft

Rs. 22003/- is paid, by the draft number 800918, Draft Date 14/08/2014, Bank Name State Bank of India, Rajarhat Township, received on 18/08/2014

(Under Article: A(1) = 21989/- E = 14/- on 18/08/2014)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-20,00,000/-

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Additional District Sub-Registrar

EndorsementPage 1 of 2

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Government Of West Bengal

Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 09257 of 2014 (Serial No. 10143 of 2014 and Query No. 1523L000017245 of 2014)

Certified that the required stamp duty of this document is Rs.- 100020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

- Rs. 49000/- is paid , by the draft number 800913, Draft Date 14/08/2014, Bank : State Bank of India, Rajarhat Township, received on 18/08/2014
- 2. Rs. 49000/- is paid, by the draft number 800912, Draft Date 14/08/2014, Bank: State Bank of India, Rajarhat Township, received on 18/08/2014
- 3. Rs. 2020/- is paid , by the draft number 800916, Draft Date 14/08/2014, Bank : State Bank of India, Rajarhat Township, received on 18/08/2014

(Debashis Ghosh) Additional District Sub-Registrar

Edditional District Sub-Registra:

8 AUG 2014 Additional District Sub-Registrar

EndorsementPage 2 of 2

18/08/2014 13:31:00



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 14 Page from 12909 to 12921 being No 09257 for the year 2014.



Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal