

7976

I-7857/13



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

913182
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 [Stamp]

11.2.13
 17/10/13
 [Signature]

07 OCT 2013

THIS DEED OF CONVEYANCE is made this 5th day of October
 Two Thousand and Thirteen;

BETWEEN

M/S. DIPESH DEVELOPERS PRIVATE LIMITED (PAN No. AACCD5825D) a Company incorporated under the Companies Act, 1956, having its registered office at No. 14F, Swinhoe Street, Police Station Gariahat Kolkata-700 019, represented by its Authorized Signatory Sri Amit Kumar Bhawsinghka son of Sri Ganpat Ram Bhawsinghka residing at AF-365, Hanapara, Kestopur, Police Station Baguihati, Kolkata-700 102, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 30.09.2013 hereinafter referred to as the "VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the ONE PART;

AND

[Signature]

[Signature]

209414

B, K. JAIN & CO.
Advocate

6A, Kiran Sankar Roy Road
Kolkata - 700001

Sold to.....
Address.....
Value.....
30 MAR 2013
L.S.V., High Court Sujit Sarkar High Court, P. O.



17 OCT 2013

Identified by me.
Soma Banerjee
Adv.
Alipore Judges Court

M/S. SHANTIMAY COMPLEX PRIVATE LIMITED, (PAN No. AATCS4851R) a Company incorporated under the Companies Act, 1956, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700 025, represented by its Director Sri Rajendra Kumar Saraogi son of Sri Jeshraj Saraogi working for gain at No. 1/1, Camac Street, Police Station Park Street, Kolkata-700 016, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 21st August 2013, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the OTHER PART:

WHEREAS:

A. By virtue of a Indenture of Conveyance dated 24th July 2009 registered in Book No.I, CD Volume No. 16, pages 2246 to 2269 being No. 4987 for the year 2009 at the office of A.D.S.R. Baruipur, made between Nachiketa Bandopadhyay therein referred to as the Vendor of the One Part and M/s. Dipesh Developers Pvt.Ltd. therein referred to as the Purchaser of the Other Part, M/s. Dipesh Developers Pvt.Ltd., the Vendor herein purchased All That the piece or parcel of Plot of Bagan Land measuring about 21.00 Decimals (out of 38.00 Decimals) situate lying at and comprised in R.S./L.R. Dag No. 336, L.R. Khatian No. 775 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South, free from all encumbrances whatsoever, for the consideration therein mentioned, (hereinafter referred to as the "said Plot") and has been in exclusive possession, occupation, use and enjoyment of the same as the sole and absolute owner thereof.

B. Since after purchase of the "said Plot" as aforesaid, M/s. Dipesh Developers Pvt.Ltd., the Vendor herein duly got its name mutated as the

R.K. Saraogi

Rajendra Kumar Saraogi



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07 OCT 2012

owner in respect of the "said Plot" in the records of B.L. & L.R.O. under L.R. Khatian No. 974.

C. In the premises aforesaid, Messrs Dipesh Developers Pvt. Ltd., the Vendor herein is the sole and absolute owner in respect of All That the piece or parcel of Plot of Bagan Land measuring about 21.00 Decimals (out of 38.00 Decimals) situate lying at and comprised in R.S./L.R. Dag No. 336, L.R. Khatian No. 974 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South, more fully and particularly described in the *Schedule* hereunder written (hereinafter referred to as the "said Plot of Land") and has been in exclusive possession, occupation, use and enjoyment of the same. The details of the "said Plot of Land" are as hereunder :-

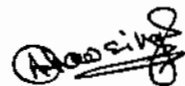
Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur;					
R.S./L.R. Dag No.	Nature of Land	Khatian No.	Out of Total Area (in Decimal)	share (out of 1.0000 share) Sold	Area of Land Sold (in Decimals)
336	Bagan	974	38.00	0.5625	21.00
				Total:	21.00

D. Inasmuch as the "said Plot of Land" are barren and are not being cultivated by the Vendor and/or any person authorized by the Vendor, the Vendor herein agreed and decided to sell and dispose of the same in favour of some intending buyer at or for the agreed consideration and on the agreed terms.

E. The Vendor abovenamed represented and assured the Purchaser as follows:-

- (a) That the Vendor is the sole and absolute owner and has marketable title in respect of "said Plot of Land", more fully described in the *Schedule* hereunder written;

R/C Samog



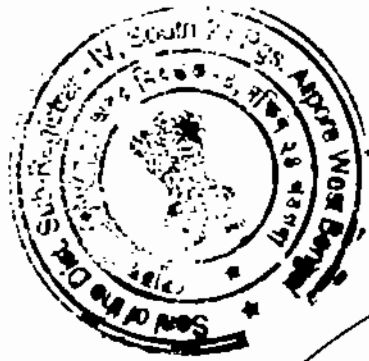


07 OCT 2012

- (b) That the "said Plot of Land" is free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, leases, tenancies, acquisitions, requisitions alignments, trusts, Barga and Wakf whatsoever and that the Vendor herein has been and still is in lawful, vacant, khas and peaceful possession of the "said Plot of Land" as the owner thereof;
- (c) That the "said Plot of Land" is not subject to any notice and/or proceeding of vesting and/or acquisition and/or requisition;
- (d) That nobody excepting the Vendor has any right of easement over and in respect of the "said Plot of Land" or any part thereof;
- (e) That there is no right of way from or through the "said Plot of Land";
- (f) That the "said Plot of Land" is not subject to any notice or proceeding of vesting and/or acquisition and/or requisition;
- (g) That the original Title deeds and other related documents in respect of the "said Plot of Land" are lying in the custody and possession of the Vendor and the same have not been deposited with any person or party with an intention to create equitable mortgage or as security for payment of any money or performance of any act or otherwise;
- (h) That there is no restrain order by any Court of law nor any other bar or impediment of any nature whatsoever for the Vendor to sell or transfer or otherwise dispose of the "said Land" and/or the "said Plot of Land" or portion thereof;
- (i) That in the event the Purchaser purchases the "said Plot of Land", the Vendor herein shall make over the vacant, khas and peaceful possession of the "said Plot of Land" as also hand over all original Deeds, documents and papers in respect of the "said Plot of Land" to the Purchaser and that there shall be no impediment of any nature for the Purchaser to have its name mutated and recorded as the owner of the "said Plot of Land" and further to have the user of the "said Plot of Land" suitably converted by the concerned departments of the State Government;

RE Samog

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- (j) That the Land revenue and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Plot of Land" have been paid and in case any amount would be found to be lawfully due and payable then the Vendor shall pay and/or reimburse the same to the Purchaser for the period up to the date of this Conveyance Deed;

F. The Purchaser above named relying on the abovementioned various representations and assurances made by the Vendor as aforesaid and also believing the same to be true and correct and further placing full faith thereon, approached the Vendor for sale of the "said Plot of Land", more fully described in the *Schedule* hereunder written, in favour of the Purchaser.

G. In the premises aforesaid, the Vendor has agreed to sell and the Purchaser abovenamed has agreed to purchase All That the "said Plot of Land", more fully described in the *Schedule* hereunder written, free from all encumbrances whatsoever at or for the agreed consideration.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement as aforesaid and further in consideration of the sum of Rs.41,00,000/= (Rupees Forty One Lacs) Only paid on or before the execution of these presents to the Vendor herein by the Purchaser (the receipt whereof both the Vendor doth hereby as also by the Memorandum hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser as also the "said Plot of Land" hereby intended to be sold transferred and conveyed) the Vendor above named hereby grant sell transfer convey assign and assure unto and in favour of the Purchaser above named All That the piece or parcel of Plot of Bagan Land measuring about 21.00 Decimals (out of 38.00 Decimals) situate lying at and comprised in R.S./L.R. Dag.No. 336, L.R. Khatian No. 974 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur,

R. E. Sarangi

(Signature)



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07 OCT 2019

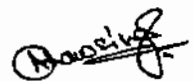
within Hariharpur Gram Panchayat, District - 24 Parganas South, more fully described in the *Schedule* hereunder written (hereinafter referred to as the "said Plot of Land"), free from all encumbrances, mortgages, charges, liens, lispensens, claims, demands liabilities, leases, tenancies, acquisitions, requisitions, alignments, trusts, Barga, and Wakf whatsoever;

OR HOWSOEVER OTHERWISE the "said Plot of Land" or any part or portion thereof are now or heretofore were or was situated butted bounded called known numbered described and distinguished;

TOGETHER WITH all compounds, areas, ways, paths, passages, sewers, drains, water, water courses, plants, trees, crops, bushes and all manner of connections and all other rights of land comprised therein **AND ALL** rights, liberties, privileges, easements, and appurtenances whatsoever thereunto belonging or held or occupied therewith or reputed to belong or appurtenant thereto **AND THE** reversion or reversions, remainder or remainders **AND THE** rents, issues and profits of the "said Plot of Land" **AND** all the estates, right, title, interest, property, claim and demands whatsoever both at law and in equity of the Vendor into, upon and in any manner concerning the "said Plot of Land" and every part thereof **TOGETHER WITH** all deeds, pattahs, muniments, writings and evidences of title and other documents exclusively relating to or concerning the "said Plot of Land" or any part thereof, which now are or hereafter shall or may be in the custody, power or possession of the Vendor or any other person or persons from whom the Vendor can or may procure the same, without any action or suit at law or in equity;

TO HAVE AND TO HOLD the "said Plot of Land", more fully described in the *First Schedule* hereunder written, hereby sold, granted, conveyed, transferred or otherwise assured and confirmed or expressed or intended so to be unto and to the use of the Purchaser absolutely and for ever, without

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07 OCT 2013

any manner of condition use trust and other things whatsoever to alter, defeat, encumber or make void the same and free from all encumbrances mortgages, charges, liens, lispendens, claims, demands, liabilities, leases, tenancies, acquisitions, requisitions, alignments, trusts, Barga and Wakf whatsoever and the same as per the nature and tenure of the "said Plot of Land";

AND THE VENDOR above named doth hereby covenant with the Purchaser above named as follows: -

THAT notwithstanding any act deed matter or thing whatsoever by the Vendor or *its* predecessors-in-title done, committed, executed or knowingly suffered to the contrary, the Vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the "said Plot of Land" hereby granted, sold, conveyed, and transferred, without any manner of condition use, trust or other things whatsoever to alter defeat encumber or make void the same;

AND THAT notwithstanding any act deed matter or thing whatsoever as aforesaid, the Vendor has good right, full power and absolute authority and indefeasible title to grant, sell, convey and transfer the "said Plot of Land" hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents;

AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the "said Plot of Land", without any lawful eviction interruption, hindrance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any estate or interest or right in the "said Plot of Land";

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AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged by and at the costs and expenses of the Vendor and well and sufficiently indemnified of from and against all and all manner of claims charges, mortgages and encumbrances whatsoever made suffered, created, done, executed or occasioned by the Vendor or any other person or persons whomsoever lawfully or equitably or rightfully claiming any estate or interest or right as aforesaid;

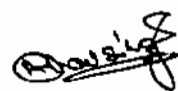
AND THAT the "said Plot of Land" is not affected by any Barga or any attachment including attachment under any Certificate case or any proceeding started at the instance of the Income Tax authorities or the Estate Duty authorities or other Government authorities under the Public Demands Recovery Act;

AND THAT no declaration has been made or published for acquisition or requisition of the "said Plot of Land" or any part thereof under the Land Acquisition Act or any other acts or laws for the time being in force.

AND THAT the "said Plot of Land" or any part thereof is not affected by any notice or proceeding for acquisition or requisition under the Defense of India Act or Rules framed there under or any other Acts or enactments whatsoever;

AND THAT the "said Plot of Land" is not adversely affected by nor there are any impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the West Bengal Estates Acquisition Act of 1953 and/or the West Bengal Land Reforms Act of 1955 for the Vendor to grant, transfer, convey, sell, assign and assure the "said Plot of Land" in favour of the Purchaser in the manner aforesaid;

21E Sarvag





[Signature]
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07 OCT 2019

AND THE VENDOR doth hereby also covenant with the Purchaser that the Vendor and all other persons having or lawfully or equitably claiming any estate, right, title or interest, trust, property, claim and demand whatsoever in the "said Plot of Land" hereby sold conveyed granted and transferred or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the "said Plot of Land" and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required;

THE SCHEDULE ABOVE REFERRED TO

"said Plot of Land"

ALL THAT the piece or parcel of Plot of Bagan Land measuring about 21.00 Decimals (out of 38.00 Decimals) situate lying at and comprised in R.S./L.R. Dag No. 336, L.R. Khatian No. 974 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South, and the same shown and delineated in Red borders in the map or plan annexed hereto. The details of the "said Plot of Land" are as hereunder:-

Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur;					
R.S./L.R. Dag No.	Nature of Land	Khatian No.	Out of Total Area (in Decimal)	share (out of 1.0000 share) Sold	Area of Land Sold (in Decimals)
336	Bagan	974	38.00	0.5625	21.00
				Total:	21.00

RFS amog

Now signed



● 7 OCT 2013

IN WITNESS WHEREOF the Vendor and the Purchaser above named have put their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the Vendor at Kolkata in the presence of:

Anant Nathany
ANANT NATHANY.
SA, MUKTA RAM BARUST.
WOL-19.
[Signature]

Dipesh Developers Pvt. Ltd

[Signature]
(AMIT KUMAR SINGH)

SIGNED SEALED AND DELIVERED

by the Purchaser at Kolkata in the presence of:

Anant Nathany
[Signature]
Devendra Anand
20, Pothkhuria glider,
Kolkata-6.

SHANTIMAY COMPLEX PVT. LTD.

Devendra Kumar Sarma
Director

B.K. Jain
Advocate
Prepared & Drafted by:
B.K.Jain & Co. (Advocates)
6A, K.S.Roy Road, Kolkata-700 001



[Handwritten signature]

07 OCT 2012

RECEIVED of and from the within named Purchaser the within-mentioned amount of consideration in full as per Memo written herein below.....

Rs.41,00,000.00

(Rupees Forty One Lacs) Only;

MEMO OF CONSIDERATION

1. By Pay-order No. 0000055.... dated 05/10/2013
① issued by HDFC Bank Ltd., Sarat Bose Road Rs.40,59,000.00
 Branch, Kolkata in favour of the Vendor for
2. TDS 1% deposited directly to Income Tax Rs.41,000.00
 Department as per Income Tax Act.

Total: Rs. 41,00,000.00

(Rupees Forty One Lacs) Only;

Witness:-

[Handwritten signatures of witnesses]

Dipesh Deve'opers Pvt. Ltd

[Handwritten signature of Dipesh Deve'opers Pvt. Ltd]



Authorized Signatory




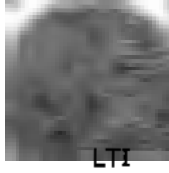
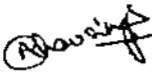

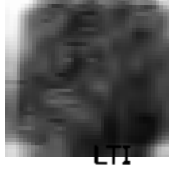
07 OCT 2013

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 07976 / 2013, Deed No. (Book - I , 07857/2013)

I . Signature of the Presentant

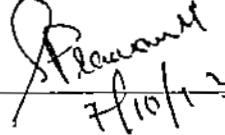
Name of the Presentant	Photo	Finger Print	Signature with date
Rajendra Kr Saraogi No. -1/1 Camac St. Arihant Park 1st Floor P. S. Bullygunge Kol-25, Thana:-ParkStreet, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016	 07/10/2013	 LTI 07/10/2013	Rajendra Kumar Saraog 7/10/2013

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

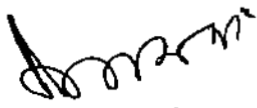
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Amit Kr Bhawsinghka Address -A F-365 Hanapara Kestopur, Thana:-Bagulati, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700102	Self	 07/10/2013	 LTI 07/10/2013	
2	Rajendra Kr Saraogi Address -No. -1/1 Camac St. Arihant Park 1st Floor P. S. Bullygunge Kol-25, Thana:-ParkStreet, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700016	Self	 07/10/2013	 LTI 07/10/2013	Rajendra Kumar Saraog

Name of Identifier of above Person(s)
Soma Pramanik
Alipore Judges Court, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700027

Signature of Identifier with Date


7/10/13




(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

✓





Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07857 of 2013
(Serial No. 07976 of 2013 and Query No. 1604L000017430 of 2013)

On 07/10/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 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. 45128/- is paid , by the draft number 202484, Draft Date 05/10/2013, Bank Name State Bank of India, JADU BABUS BAZAR, received on 07/10/2013

(Under Article : A(1) = 45089/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 07/10/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-41,00,000/-

Certified that the required stamp duty of this document is Rs.- 246010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 246010/- is paid , by the draft number 202483, Draft Date 05/10/2013, Bank : State Bank of India, JADU BABUS BAZAR, received on 07/10/2013

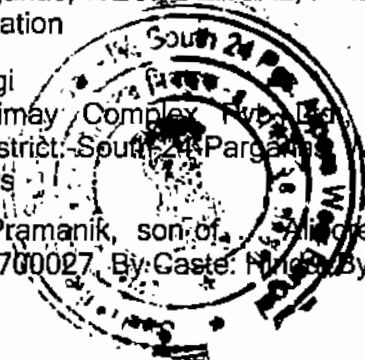
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11.35 hrs on :07/10/2013, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Sri Rajendra Kr Saraogi ,Claimant.

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

Execution is admitted on 07/10/2013 by

1. Sri Amit Kr Bhawsinghka
Authorized Signatory, M/s. Dipesh Developers Pvt. Ltd., 14 F Swinhoe St., Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019.
, By Profession : Cultivation
 2. Sri Rajendra Kr Saraogi
Director, M/s. Shantimay Complex Pvt. Ltd., 54a Sarat Bose Rd. Arihant Park 5th Floor, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025.
, By Profession : Others
- Identified By Soma Pramanik, son of ... Judge Judges Court, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027. By Gaste: ... By Profession: Advocate.



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV





Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07857 of 2013
(Serial No. 07976 of 2013 and Query No. 1604L000017430 of 2013)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV



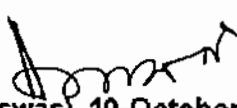
(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

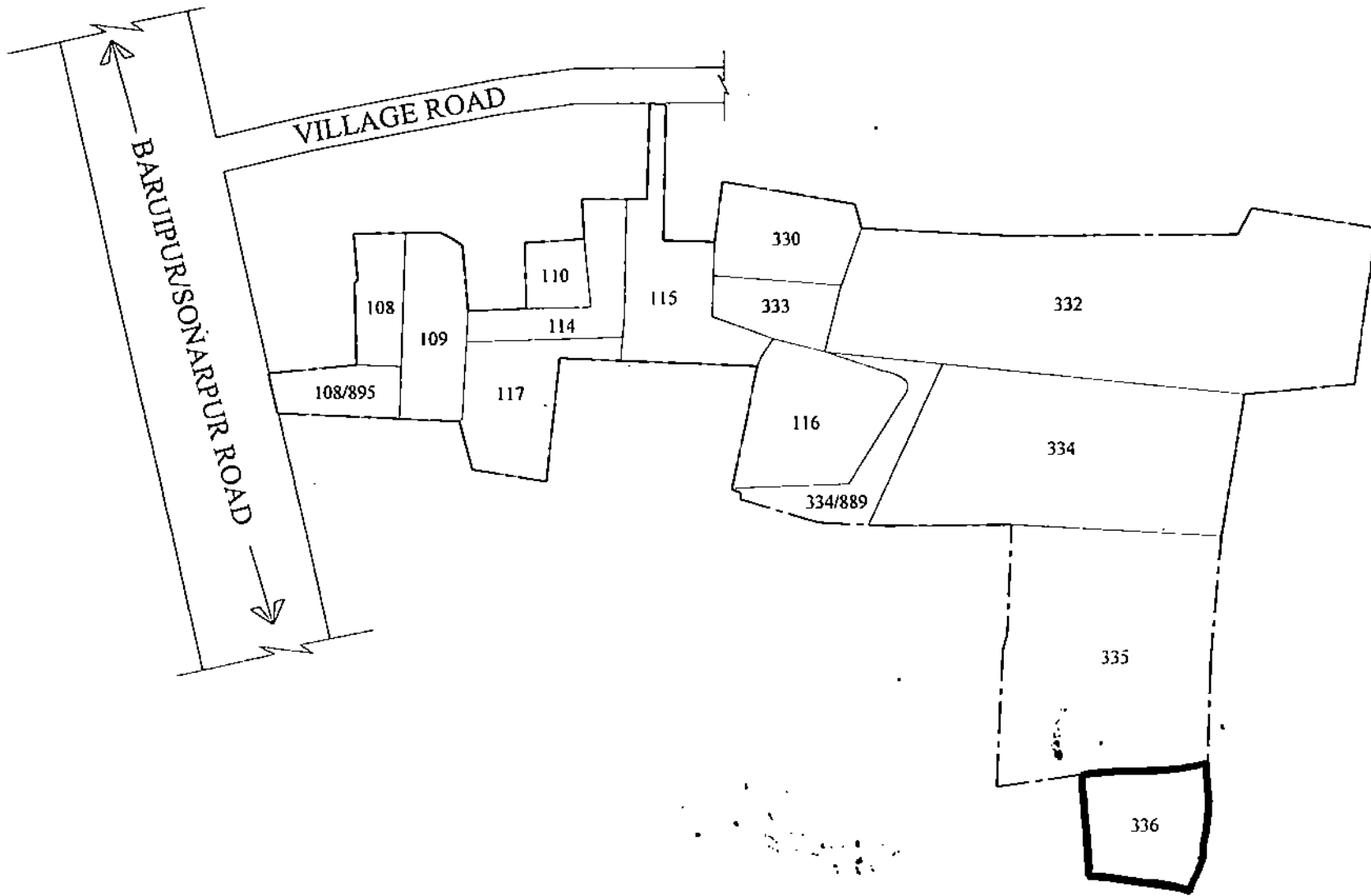


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 40
Page from 3017 to 3034
being No 07857 for the year 2013.




(Ashoke Kumar Biswas) 10-October-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal



SHANTIMAY COMPLEX PVT. LTD.
Rajendra Kumar Sanyal
 Director.

Dipasa Developers Pvt. Ltd.
Dipasa
 Authorised signatory

SITE PLAN OF MOUZA-DIHMEDANMALLA, J.L. NO:-34 & MOUZA-KHASMALICK
 ,J.L.- NO.-35, P.S.-BARUIPUR, DIST.-SOUTH 24 PARGANAS.










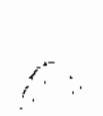

SCALE
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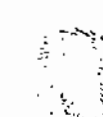
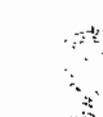

ARCHITECTS
 AGRAWAL & AGRAWAL
 BARODA KOLKATA



07 OCT 2013

SPECIMEN FORM FOR TEN FINGERPRINTERS

Sl. No.	Signature of the executants/and/ or purchaser Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
	<p style="text-align: center;">R. J. Sanyal</p> <p style="text-align: center;">R. J. Sanyal Kumar Sanyal</p>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						

		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<p style="text-align: center;">R. J. Sanyal</p> <p style="text-align: center;">R. J. Sanyal</p>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						

		Little	Ring	Middle (Left Hand)	Fore	Thumb
3						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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07 OCT 2013 07:10:00