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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

DEED OF CONVEYANCE

Addl. District Sub-Registrar  
Bidhannagar, (Salt Lake City)

*Handwritten signature*

21 NOV 2011

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4624/2011

1. Date: 18th day of November 2011
2. Place: Kolkata
3. Parties:
  - 3.1 PRAMILA NAG, wife of Puresh Chandra Nag, by faith - Hindu, by occupation - House wife, by

भारतीय गैर न्यायिक INDIA NON JUDICIAL

सत्यमेव जयते

Contd.....2

## 2

nationality - Indian, presently residing at Bhatenda, Karmakarpara, Rajarhat, District North 24 Parganas, Kolkata - 700 135, previously resided at 37, Barowari Tala Road, P.S. Belegkata, Kolkata - 700 010.

Hereinafter called and referred to as the "OWNER / VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, administrators, executors, representatives and assigns).

AND

- 3.2 AMRISH PRASHAD RUNGTA, son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 10K, H.I.G. - 1, Green Wood Sonata, P.S. New Town, Kolkata - 700 157.

Hereinafter called and referred to as the "PURCHASER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns).

Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**
- 4.1 **Said Property :** ALL THAT piece and parcel of a plot, being **Plot No. E**, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47, L.R. Dag No. 47 and also a plot, being



**Plot No. F**, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, **R.S. Dag No. 48, L.R. Dag No. 48, in total Bagan Land measuring 25 (Twenty Five) Cottahs be the same a little more or less** under C.S. Khatian No. 129, R.S. Khatian No. 78, **L.R. Khatian No. 1036**, lying and situated at **Mouza - Bhatenda**, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, West Bengal and morefully described in the Schedule below [**SAID PROPERTY**].

5. **Background, Representations, Warranties and Covenants :**

- 5.1 **Representations and Warranties Regarding Title :** The vendor has made the following representations and given the following warranties to the Purchaser regarding title.
- 5.1.1 **Absolute Ownership of Ava Rani Bhowmick :** One Ava Rani Bhowmick was the absolute owner of 43 decimals more or less out of 1 Acre 40 decimals more or less of land in C.S. Dag No. 60 and also 06 decimals more or less out of 09 decimals more or less of land in C.S. Dag No. 8, **in total 49 decimals more or less of land** under C.S. Khatian No. 129, in Mouza - Bhatenda, by purchasing the same from one Joydeb Chandra Ghosh, by the strength of a Registered Deed of Conveyance, registered in the year 1960, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Pages 64 to 66, being Deed No. 2255 for the year 1960.
- 5.1.2 **Record by Ava Rani Bhowmick :** After purchase the said Ava Rani Bhowmick recorded her name in Revisional Settlement, in R.S. Khatian No. 78, in R.S. Dag Nos. 47 & 48, in respect of the aforesaid land.

- 5.1.3 **Sale by Ava Rani Bhowmick to one of the present owner, Pramila Nag :**  
The said Ava Rani Bhowmick sold, transferred and conveyed a plot, being Plot No. F, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, **in total 25 (Twenty Five) Cottahs more or less of land** under C.S. Khatian No. 129, R.S. Khatian No. 78, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owner, Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 05.06.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.
- 5.1.4 **Record by Pramila Nag :** The said Pramila Nag recorded her name in L.R. Settlement, in L.R. Khatian No. 1036, in respect of the aforesaid land.
- 5.1.5 **Absolute Ownership of Pramila Nag :** Thus on the basis of the aforesaid deed the said Pramila Nag became the absolute owner of **ALL THAT** piece and parcel of a plot, being **Plot No. E**, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, **R.S. Dag No. 47, L.R. Dag No. 47** and also a plot, being **Plot No. F**, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, **R.S. Dag No. 48, L.R. Dag No. 48, in total Bagan Land** measuring **25 (Twenty Five) Cottahs** be the same a little more or less under C.S. Khatian No. 129, R.S. Khatian No. 78, **L.R. Khatian No. 1036**, lying and situated at **Mouza - Bhatenda**, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal morefully described in the Schedule below [**SAID PROPERTY**].



- 5.1.6 **Desire of Sale by Pramila Nag, to the present purchaser :** The said Pramila Nag intended to sell the SAID PROPERTY, to the present purchaser, at a total consideration of Rs. 28,75,000.00 (Rupees Twenty Eight Lakhs Seventy Five Thousand) only.
- 5.1.7 **Title of the Vendor :** Thus in the above circumstances, the vendor has become the absolute owner in the schedule property.
- 5.1.8 **True and Correct Representations :** The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 5.2 **Representations, Warranties and Covenants regarding Encumbrances :**  
The Vendor represents, warrants and covenants regarding encumbrances as follows :
- 5.2.1 **No Acquisition / Requisition :** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the Panchayet 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.
- 5.2.3 **No Encumbrance by Act of Vendor :** The Vendor 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.

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- 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 Rajarhat Bishnupur I No. Gram Panchayet and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption :** No person or persons whatsoever have/had/ has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage :** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances :** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

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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 Vendor has approached the Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), have agreed to purchase the Said Property from the Vendor.

7. **Transfer :**

7.1 **Hereby Made :** The Vendor hereby sell, convey and transfer to the Purchaser the entirety of her right, title and interest of whatsoever or howsoever nature in the **SAID PROPERTY**, demarcated in colour Red on Plan attached herewith and morefully described in the Schedule below free from all encumbrances.

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs. 28,75,000.00 (Rupees Twenty Eight Lakhs Seventy Five**



**Thousand) only** paid by the Purchaser to the Vendor receipt of which the Vendor hereby and by the Memo and Receipt 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 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 :** Indemnification by the vendor about the correctness of her title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell, which if found defective or untrue at any time, the vendor shall, at her own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and / or rectify.



- 8.2.2 **Transfer of Property Act** : All obligations and duties of Vendor and Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession** : Khas. vacant and peaceful possession of the Said Property has been handed over by the vendor to the purchaser, which the purchaser admits, acknowledges and accepts.
- 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 her heirs, executors, administrators, representatives 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.

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- 8.6 **Indemnity** : The vendor hereby covenants that the vendor and / or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the purchaser and his heirs, executors, administrators, representatives and assigns and / or his successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the purchaser and his heirs, executors, administrators, representatives and assigns and / or his successors-in-interest by reason of any defect in title of the vendor or any of the representations being found to be untrue.
- 8.7 **No Objection for Mutation** : The purchaser will have all right to get the said property mutated in his name in all records of concern authority including Rajarhat Bishnupur 1 No. Gram Panchayet and to pay tax or taxes and all other impositions in his own name. The vendor 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 paper as required by the purchaser.
- 8.8 **Further Acts** : The vendor hereby covenants that the vendor and / or any person claiming under her, shall and will from time to time and at all times hereafter, upon every request and cost of the purchaser and / or his successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.



**SCHEDULE**  
**(SAID PROPERTY)**  
**[SUBJECT MATTER OF SALE]**

ALL THAT piece and parcel of a plot, being Plot No. E, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47, L.R. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, L.R. Dag No. 48, in total Bagan Land measuring 25 (Twenty Five) Cottahs be the same a little more or less under C.S. Khatian No. 129, R.S. Khatian No. 78, L.R. Khatian No. 1036, lying and situated at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, the land is butted and bounded as follows :-

ON THE NORTH	:	Cannal & 10ft. Wide Private Passage connecting to Bhatenda Karmakar Para Road.
ON THE SOUTH	:	Bijoy Sen (Part of R.S. Dag Nos. 40 & 48),
ON THE EAST	:	Part of R.S. Dag No. 48, 10ft. Wide Private Passage connecting to Bhatenda Karmakar Para Road & Plot No. A.
ON THE WEST	:	Netai Chandra Ghosh & Others (Part of R.S. Dag Nos. 48 & 47).

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

A site Plan of the sold property attached herewith marked with green broder and the said site plan is the part and parcel of this present deed.

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

1. Parash Ch. Nag,  
S/o Late Manindra Nath. Nag,  
Baharunda Karuna Kshipara,  
Po. + P.S. Rajashob,  
Kolkata - 700135.

2. Karmal Sarkar

C/o Surja Pada Sarkar

Salua (Azad Hind gach)

P.O - R. Gopal Pur

PIN - 136

Drafted by :

*Pinaki Chattopadhyay*

For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph. : 2570 8471.

Composed by :

*Pinaki Chattopadhyay*

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.

*Pramila Nag*

Pramila Nag

Owner / Vendor

*Amrishi Prushad Rungta*

Amrishi Prushad Rungta

Purchaser



MEMO OF CONSIDERATION

I, Pramila Nag received Rs. 28,75,000.00 (Rupees Twenty Eight Lakhs Seventy Five Thousand) only as full and final consideration money of the schedule land morefully mentioned in the Schedule herein before written, from the above named purchaser.

<u>Manager's Cheque No.</u>	<u>Date</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
041749	18.11.11	HDFC Bank, Raghunathpur	Rs. 1,75,000.00
041750	18.11.11	HDFC Bank, Raghunathpur	Rs. 4,00,000.00
041751	18.11.11	HDFC Bank, Raghunathpur	Rs. 4,00,000.00
041752	18.11.11	HDFC Bank, Raghunathpur	Rs. 4,00,000.00
041753	18.11.11	HDFC Bank, Raghunathpur	Rs. 4,00,000.00
041754	18.11.11	HDFC Bank, Raghunathpur	Rs. 4,00,000.00
041755	18.11.11	HDFC Bank, Raghunathpur	<u>Rs. 4,00,000.00</u>
<b>TOTAL :</b>			<b><u>Rs. 28,75,000.00</u></b>

Witnesses :-

1. *Pareesh Ch. Nag.*

2. *Kamal Sarkar*

*Pramila Nag*

Pramila Nag

Owner / Vendor







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

**Endorsement For Deed Number : I - 12979 of 2011**  
**(Serial No. 13893 of 2011)**

**On**

**Payment of Fees:**

**On 18/11/2011**

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

Presented for registration at 22.11 hrs on 18/11/2011, at the Private residence by Amrish Prashad Rungta,Claimant.

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

Execution is admitted on 18/11/2011 by

1. Pramila Nag, wife of Paresh Ch Nag , Bhatenda Kolkata, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. : Pin :-700135 , By Caste Hindu, By Profession : House wife
2. Amrish Prashad Rungta, son of Raghunath Prashad Rungta , Flat No:10 K H I G Green Wood Soneta, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL India, P O :- Pin :-700157 , By Caste Hindu, By Profession : Business

Identified By Paresh Ch Nag, son of Lt M N Nag, Bhatenda Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P O :- Pin :-700135 , By Caste: Hindu, By Profession: Retired Person

( Debasish Dhar )  
 ADDITIONAL DISTRICT SUB-REGISTRAR

**On 21/11/2011**

**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 Cash

Rs. 52792/- on 21/11/2011

( Under Article : A(1) = 52778/- ,E = 14/- on 21/11/2011 )

**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.-4798683/-

Certified that the required stamp duty of this document is Rs.- 287941 /- and the Stamp duty paid as Impresive Rs.- 1000/-

**Deficit stamp duty**



21 NOV 2011

*(Signature)*  
 Addl. District Sub-Registrar  
 Bidhanagar, (Salt Lake City)

( Debasish Dhar )  
 ADDITIONAL DISTRICT SUB REGISTRAR

21/11/2011 14:41:00

EndorsementPage 1 of 2




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

Endorsement For Deed Number : I - 12979 of 2011  
(Serial No. 13893 of 2011)

Deficit stamp duty Rs. 286941/- is paid, by the draft number 899079, Draft Date 18/11/2011. Bank Name State Bank of India, CHINAR PARK, RAJARHAT, received on 21/11/2011

( Debasish Dhar )  
ADDITIONAL DISTRICT SUB-REGISTRAR



  
Addl. District Sub-Registrar  
Bidhanagar (Debasish Dhar)

21/11/2011 14:41:00

21 NOV 2011

ADDITIONAL DISTRICT SUB-REGISTRAR  
EndorsementPage 2 of 2



SIGNATURE OF THE  
PRESENTANT/  
EXECUTANT/SELLER/  
BUYER/CLAIMANT  
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT, 1958  
L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX-THUMB TO SMALL PRINTS



L.H.



R.H.

Anandish Prakash Rungta

ATTESTED: Anandish Prakash Rungta



L.H.



R.H.

Pra

ATTESTED: Pramila Nayak

L.H.

R.H.

ATTESTED:

L.H.

R.H.

Notar Public

NOTARY PUBLIC

Certificate of registration Under section 60 and Rule 69.

Registered in Form  
CD Volume number 21  
Page from 10343 to 10366  
Serial No 12979 for the year 2011.



*Dhar*

(Debasish Dhar) 21-November-2011  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. BIDHAN NAGAR  
West Bengal