

ाजग्रेजन्द्र पश्चिम बंगाल WEST ELENGAL

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**DEED**OF CONVEYANCE

- **1. Date** This indenture is made on this 13<sup>th</sup> day of May, 2014
- 2. Nature of Document Deed of Conveyance

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# 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. 03579 / 2014, Deed No. (Book - I, 03470/2014)

I. -Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date		
Captain Ajit Kr Bajpai 4b Shree Niketan 67, Gobindapur Rd. Lake Gardens, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin 2 700045	13/05/2014	LTI 13/05/2014	^^^^ Asi^ v <sub>i1</sub> t( <sup>2</sup> - ^' i3 A J P A I i3 ^A7 2n^4		

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

SI N	o. Admission of Execution By	Status	Photo	Finger Print	Signature
1	Captain Ajit Kr Bajpai Address -4b Shree Niketan 67, Gobindapur Rd. Lake Gardens, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045	Self		LTI	L'haller's
			13/05/2014	13/05/2014	
	e of Identifier of above Person(s	)	Signature of Identifier with Date		

Joydeb Mukherjee 86c Topsia Rd., District:-South 24-Parganas, WEST <u>BENGAL, India, Pin :-700046</u>

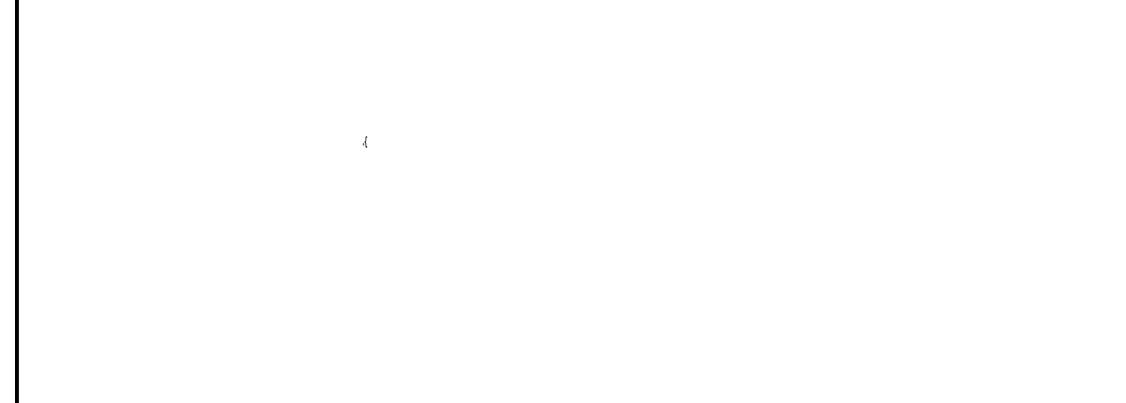
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(Tridip (Mišra) DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS

Page 1 of 1

13/05/2014



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

Endorsement For Deed Number : I - 03470 of 2014

## (Serial No. 03579 of 2014 and Query No. 1604L000007637 of 2014)

## On 13/05/2014

## Certificate of Admissibility(Ru le 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. 14878/- is paid , by the draft number 162017, Draft Date 13/05/2014, Bank Name State Bank of India, Alipore, (Calcutta), received on 13/05/2014

(Under Article : A(1) = 14839/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 13/05/2014 )

## 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.-13,50,000/-

Certified that the required stamp duty of this document is Rs.- 67510 /- and the Stamp duty paid as: Impresive Rs.- 10/-

### **Deficit stamp duty**

Deficit stamp duty Rs. 67500/- is paid , by the draft number 162018, Draft Date 13/05/2014, Bank : State Bank of India, Alipore, (Calcutta), received on 13/05/2014

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

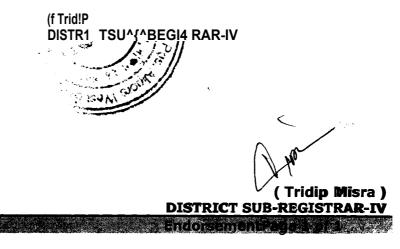
Presented for registration at 13.28 hrs on :13/05/2014, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Captain Ajit Kr Bajpai ,Executant.

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

Execution is admitted on 13/05/2014 by

 Captain Ajit Kr Bajpai, son of Late. Dr. Ram Ratan Bajpai, 4b Shree Niketan 67, Gobindapur Rd. Lake Gardens, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700045, By Caste Hindu, By Profession : Service

Identified By Joydeb Mukherjee, son of Kartilc Qkil^I{i r - . 86c Topsia Rd., District-South 24-Parganas, WEST BENGAL, India, Pin :-700046, qt i :Ali • y Profession: Service.



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- 3. Parties Between.
  - 3.1. OWNERS : CAPTAIN AJIT KUMAR BAJPAI [PAN NO.- ACZPB4827H] son of late Dr. Ram Ratan Bajpai, by faith Hindu, by occupation Service, resident of 4B, Shree Niketan, 67, Gobindapur Road, Lake Gardens, P.S. Lake, Kolkata 700045 hereinafter referred to as "OWNER" (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART; and
  - 3.2. PURCHASER : M/S. KAILASHDHAM COMMERCIAL PVT. LTD. [PAN NO. AAFCK4252N] a Private Ltd. Company incorporated under the Companies Act 1956, having its registered office at 35A, Chetla Central Road, Kolkata — 700 027 represented by its Director MR. NETRE THAPA son of late Balbahadur Thapa hereinafter referred to as "PURCHASER" (Which expression unless be repugnant to the context or meaning thereof be deemed to include its successors-in-office, executors, administrators, representatives and assigns) of the OTHER PART.
- 4. Recital/Background/Preamble Whereas
  - 4.1. Erstwhile ownership At all material times one Ershad Hossain Zamadar was the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to all that the piece or parcel of land 17.5 Decimal out of 60 Decimal comprising in R.S. Dag No.305, R.S. Khatian No.320/1, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganas (south) at the absolute exclusion of any other person(s) on payment of rents, taxes and other outgoings in respect of the said land by exercising all rights of ownership according to law.
  - 4.2. Mutation In pursuance thereof the said Ershad Hossain Zamadar duly mutated his name in the present Halka Operation and subsequently recorded in the Records of Rights before the B.L. & L.R.O at Bishnupur in respect of the said land under L.R. Khatian No. 271 pertaining to R.S. Dag No.305 corresponding to L.R. Dag No.311 free from all encumbrances.
  - 4.3. Development The said Ershad Hossain Zamadar being desirous of the developing the said lands had engaged and appointed one M/s. Suvadip Construction Company Pvt. Ltd. having its office at 5B, Lansdown Place, P.S. Lake, Kolkata 700029 as developer who pursuant to such engagement had divided the property into several diverse plots with common paths and passages, drains etc. for the specific purpose to sell the said plots to

the intending buyer(s).

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- 4.4. Vendor's Deed By an Indenture of Conveyance dated 7th July, 1997 registered in the office of AddI. District Sub Registrar at Bishnupur and recorded in Book No. I, Volume No. 24, Pages 73 to 86, Being No.2005 for the year 1997, the said Ershad Hossain Zamadar, mentioned therein as vendor, accompanied with the said developer M/s. Suvadip Construction Company Pvt. Ltd., mentioned therein as Confirming Party, had sold and transferred all that the piece and parcel of agricultural (Sali) land measuring about 3 cottah 5 chittacks 30 sq. ft. together with a strip of land for road measuring about 11 chittacks 30 sq. ft. aggregating to 4 cottah 1 chittack 15 sq. ft. equivalent to 6.75 Decimal pertaining to R.S. Dag No.305 corresponding to L.R. Dag No.311 under R.S. Khatian No.320/1 corresponding to L.R. Khatian No.271, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganas (south) together with rights and liberties easements, appendages, appurtenances in favour of the present owner Captain Ajit Kr. Bajpai mentioned therein as purchaser absolutely and forever and for the consideration mentioned therein.
- 4.5. Free from encumbrances The said agricultural (Sali) land is free from all encumbrances, charges, liens, lispendences, mortgage and/or any other nature whatsoever and has no acquisition or requisition and no legal proceedings either under civil or criminal law of the land is pending in any court of law in respect thereof and no person or persons other than the vendor has any right of ownership, occupancy, easement or otherwise on the said land or any part thereof.
- 4.6. Approach The "owner herein, came in contact with the purchaser Company herein and expressed his desire tq sell the said plot of land measuring about 4 cottah 1 chittack 15 sq. ft. equivalent to 6.75 Decimal pertaining to R.S. Dag No.305 corresponding to L.R. Dag No.311 under R.S. Khatiarr No.320/1 corresponding to L.R. Khatian No.271, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganas (south) morefully and particularly described in the SCHEDULE written hereunder and hereinafter referred to as the 'said land' and relying upon their representation the purchaser Company has also agreed and expressed its readiness to purchase the said land at a valuable consideration.
- 4.7. **Agreement -** The purchaser Company has agreed to purchase and the vendor has agreed to sell the said land at the agreed consideration of Rs.3,00,000/- (Rupees three lacs only) as specifically mentioned in the Memo of Consideration written hereunder.

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5.1. Sale and Consideration - That in pursuance of the said agreement and in consideration of the said sum of Rs.3,00,000/- (Rupees three lacs only) to be true and lawful money of the Union of India in hand to the Vendor herein paid by the Purchaser Company at or before the execution of these presents, the receipt whereof the Vendor does hereby by the receipt hereunder written admitted, acknowledged of the same and hereby acquit, release and forever discharge the Purchaser Company as well as ALL THAT piece and parcel of agricultural land measuring about 4 cottah 1 chittack 15 sq. ft. equivalent to 6.75 Decimal pertaining to R.S. Dag No.305 corresponding to L.R. Dag No.311 under R.S. Khatian No.320/1 corresponding to L.R. Khatian No.271, J.L. No. 20, R.S. No. 92, under Mouza Bhasa, Police Station Bishnupur, Dist. 24 Parganas (south) more fully and particularly described in the schedule written hereunder and hereafter called and referred to as the "said Property" the Vendor does hereby grant, transfer, convey, sell, assign and assure to and unto and in favour of the Purchaser Company free from all encumbrances all that the schedule land drains, water, water courses, water supply, electricity and sewer line and other pipe lines etc. and other rights, liberties, easements, quasi-easements, appendages, appurtenances and estate right, title, interest, property claim whatsoever of Vendor's in the said property more fully and particularly mentioned and described in the schedule written hereunder and hereinafter referred to as the said property free from all encumbrances to hold the same absolutely and forever or HOWSOEVER OTHERWISE the said property now is or are at any time heretofore was or were situated, butted, bounded, called, known, numbered, described or distinguished together with all and singular erections, fixtures and fittings, sewers, drains, paths, passages, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging to or in anywise appertaining to or with the same or any part thereof now are or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or taken or known as part and parcel of number thereof or appurtenant thereto with their and every of their appurtenances and the reversion and reversions, remainder and remainders and the rents, issues, profits of and from the said property in entirety hereby granted, sold, transferred, conveyed, assigned and assured or intended so to be and every part thereof AND all the estate, right, title, interest, inheritance, use, trust, possession, property claim and demand whatsoever both at law and in equity of the Vendor or in and upon the said property to be used by the Purchaser Company for any law full purposes only hereby granted, sold, transferred, conveyed, assigned or and/or intended so to be and also to the production and/or inspection for all lawful purposes upon payment of all costs and expenses thereof upon reasonable notice of all deeds, pattahs, muniments, writings and evidences of title whatsoever relating to or concerning the said property or any part thereof concerning the said property at any time heretofore were or was or hereafter shall or may be in the

custody, possession or power of the Vendor TO HAVE AND TO HOLD the said property

hereby granted, sold, transferred, conveyed, assigned and assured, or expressed or intended so to be unto and to the use of the purchaser Company absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever and the Vendor does hereby covenant with the purchaser Company that notwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendor made, done, executed, occasioned or suffered to the contrary the Vendor is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner or hindrance, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person(s) lawfully or equitably claiming or to claim from under or in trust for the owner the right and privileges and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified of from and against all and manner of former or other estates encumbrances, claims, demands, charges, liens, lispendensis, debts and attachments, whatsoever and made done executed occasioned or suffered by the Vendor or any person or to claim from under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted, executed, discharged, or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified or otherwise estates, right, title, lease, mortgage, charges, trusts, wakf, debuttar, attachments, executions, ispendensis, claim, demand and encumbrances, whatsoever made done occasioned or suffered by the Vendor or any person or persons lawfully or equitably claiming or to claim by from through, under or trust for the Vendor further that the Vendor and all persons having or lawfully claiming-any estate, right, title, interest whatsoever in the said property hereby granted, sold, transferred, conveyed, assigned and assured 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 request and cost of the Purchaser Company do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said property hereby granted, sold, transferred, conveyed, assigned, assured and confirmed and every part thereof unto and to the use of the Purchaser Company in the manner aforesaid shall or may be reasonably required AND that the Purchaser Company hereby covenants that the purchaser company will and shall maintain the said property and shall keep the same in good condition so that it may not cause and danger and/or prejudicially affect the other adjoining landowners or the persons claiming or to claim from through the

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the Vendor other than the said property hereby granted, sold, transferred, conveyed,

Vendor or in trust for the Vendor into and upon the adjoining area of land belonging to

assigned and assured or expressed or intended so to be unto and to the use of the Purchaser Company for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever as aforesaid the Vendor has now in itself good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and that the purchaser Company shall and may from time to time and at all times hereafter peaceably and quietly hold, use, possess and enjoy the said property hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser Company in the manner aforesaid and to receive the rents, issuance and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or of the said property and that the purchaser company upon mutation in respect thereof will pay the rates and taxes relating to the said property.

- 5.2. Covenants The vendor does hereby covenant with the purchaser as follows :
  - 5.2.1. There are no suits and/or proceedings and/or litigations pending in respect of the land or any part thereof;
  - 5.2.2. The right, title and interest of the Seller in the land is free from all encumbrances and/or alienation whatsoever and the Seller have a good and marketable title thereto;
  - 5.2.3. The land or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise nor any notice.or intimation about any such proceedings has been received or come to the notice•of the Seller;
  - 5.2.4. Neither the land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand;
  - 5.2.5. There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Seller from selling and/or transferring the land in entirety to the Purchaser and/or the nominee/s of the Purchaser free from all encumbrances whatsoever;
  - 5.2.6. There are no charges or encumbrances relating to or on the land or any part thereof;
  - 5.2.7. The vendor is fully and sufficiently entitled to complete sale of the land to the Purchaser;
  - 5.2.8. Upon completion of purchase the Purchaser and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the land and each and every part thereof;

- 5.2.9. The representations and guarantee of the Seller mentioned hereinabove are true and correct;
- 5.2.10. AND THAT the Seller has not at any time done or executed any deed, document or writing whereby the Subject Property and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title;
- 5.2.11. AND THAT the Subject land and the rights and properties appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lis pendens, covenants, uses, bargadar, bhagchasis, debuttar, trusts made or suffered by the Seller or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Seller;
- 5.2.12. AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the land upto the date of execution of these presents shall be borne and paid by the Seller.
- 5.2.13. The Seller hereby confirm that the Seller has never created any mortgage, liens or any other charge or encumbrance over the Subject Property;
- 5.2.14. The Seller does hereby accord his consent to the Purchaser for mutation, separation and/or apportionment, amalgamation, etc. of the Subject Property in the Panchayat records, Land Reforms office, and all the records of the government and/or semigovernment and/or other statutory body and/or authority;
- 5.2.15. The Seller hereby confirm that the Subject land is not vested under any act or statute and further confirms that the Subject land or any part or portion thereof has not been declared as non-transferable land by any Government or any body or authority;
- 5.2.16. AND that on or before execution of these presents, the Seller has delivered physical possession of the land in question in favour of the purchaser;

### SCHEDULE ABOVE REFERRED TO

### (the said property)

ALL THAT the piece and parcel of agricultural (Sali) land measuring about 6.75 Decimal equivalent to 4 cottah 1 chittack 15 sq. ft. pertaining to R.S. Dag No.305 corresponding to L.R. Dag No.311 under R.S. Khatian No.320/1 corresponding to L.R. Khatian No.271, J.L. No. 20, R.S. No. 92, under **Mouza Bhasa**, Police Station Bishnupur, Dist. 24 Parganas (south) under the jurisdiction of District Sub Registrar — IV at Alipore and Sub Registrar office at Bishnupur within the ambit of Paschim Bishnupur Gram Panchayat together with rights and liberties easements, appendages, appurtenances and estate right, title and interest, property claim whatsoever of the vendor and the same is shown in the Plan annexed hereto and bordered with Red colour and butted and bounded as follows:

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On the North: Common Passage;On the SouthLand of Dag No.304;On the East: Land of Dag No.302;On the West: Land of Dag No.305(P).

IN WITNESS WHEREOF the vendor hereunto set, sealed and subscribed his hands and seals in this Deed of Conveyance on this day , month and year above first written .

SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of :

WITNESSES:

<sup>1.</sup> Ter-{ g ^oT e.,

2. Auflicht dur Ballen. i,tta 0; A- 4.64 a-in) A(+ck, 66, c + trtt, O)

VENDOR

C am'-roAr

P.r^^ Ku M\*1Z 341^ rAf

Drafted by

Bikram arkar Advocate

## MEMO OF CONSIDERATION

RECEIVED from the withinnamed purchaser by the withinnamed vendor the within mentioned sum of Rs.3,00,000/- (Rupees three lacs only) being the full consideration money paid on account of sale under these presents in the manner following :-

By Cash Rs.3,00,000/-

Total Rs.3,00,000/- (Rupees three lacs only)

WITNESSES: 1. Joy dus Mutherzie

2. Daphinski Ry [1jJ)/-c'I''

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Signature of Vendor

D-305 D-304 С 1 0 ∢ 42 0 R 57<sup>'</sup>-6 Š D-302

Signature of Vendor

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<u>SCALE:1"=25'</u>

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SITE PLAN OF LAND MEASURING ABOUT 4 COTTAH 1 CHITTACK 15 SQ. FT. EQUIVALENT TO 6.75 DECIMAL PERTAINING TO R.S. DAG NO.305 CORRESPONDING TO L.R. DAG NO.311 UNDER R.S. KHATIAN NO.320/1 CORRESPONDING TO L.R. KHATIAN NO.271, J.L. NO. 20, R.S. NO. 92, UNDER MOUZA BHASA, POLICE STATION BISHNUPUR, DIST. 24 PARGANAS (SOUTH)

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	right hand				

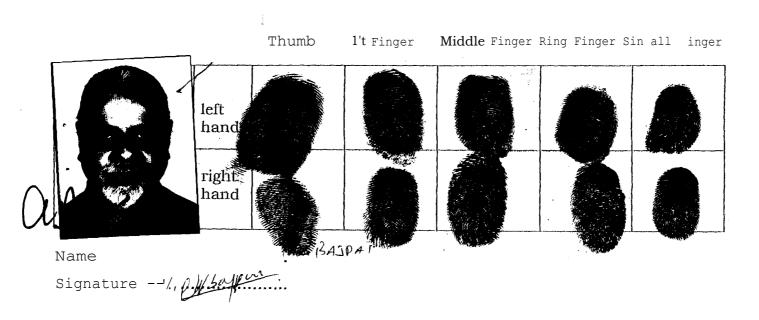
Name.....

Signature....

Thumb 1`. Finger Middle Finger Ring Finger Small FFinger

РНОТО	left hand,			
	right hand			

Signature



	Thumb	Finger	Middle Finger	Ring Finger	Smdl Finger
left hand					
Va <sup>nd</sup>					

Name

~ ----.



Certificate of Regisfration under section 60 and Rule 69.

Registered in Book - I CD Volume number 17 Page from 1551 to 1565 being No 03470 for the year 2014.

And the server of the server o (Tridip Misra) 13-May2014 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal

