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E-5041/14

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पांच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महिनवदन पत्रिका संख्या WEST BENGAL

H 892814

The execution of this instrument is
attested on the part of the Registrar

[Signature]
Registrar, West Bengal

12/11/19

THIS DEED OF CONVEYANCE

Made this 25th day of September Two Thousand Fourteen BETWEEN

(1) HAYBATCH REAL ESTATES PVT. LTD. a company incorporated under the

provisions of The Companies Act, 1956, having its registered office at 1702, Fortis,

2nd Floor, Road No. A-4, 2340A, A/C Bose Road, Kolkata - 700021 and composed

of its Director, Mr. Satish Kumar Khatua (Pan No. AADT819277) son of

Mr. Kamal Nath Khatua, heretofore bonded to as the "VENDOR" (which expression

shall unless provided by or hereon resulting repugnance to the subject or context be

V.C

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deemed to mean and include its successors and/or successors-in-office and/or interest) of the **ONE PART AND 2) CHARLES COMMERCIAL PRIVATE LIMITED**, a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 23A, N. S. Road, 8th Floor, Room No.4, Kolkata - 700001 and represented by its Director, **MRS. PUSHPA BHUTORIA**, (Pan No- AABCC2791A) wife of Mr. Arrun Bhutoria, hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the **OTHER PART**;

WHEREAS by a registered Deed of Conveyance dated 21st July' 2008, registered in the office of Additional Registrar of Assurance – I, Kolkata, in Book No. 1, CD Volume No. 22, Pages 1957 to 1980, Being No. 8895 for the year 2010 made between Ananda Naskar & Others therein referred to as the Vendors of the One Part and Baywatch Real Estates Pvt. Ltd., therein referred to as the Purchaser of the Other Part, the said Ananda Naskar & Others sold transferred conveyed assigned and assured unto and in favour of the said Baywatch Real Estates Pvt. Ltd., All That piece and parcel of Sali (agricultural) land admeasuring 47 Decimals be the same a little more or less out of which 16 Decimals comprised in R.S. Dag No. 387, corresponding to L.R. Dag No.443, 11 Decimals comprised in R.S. Dag No. 388, corresponding to L.R. Dag No.444, 4 Decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No.445 and 16 Decimals comprised in R.S. Dag No. 392, corresponding to L.R. Dag No.448 all under L.R. Khatian No. 652, 651 and 671, Touji No.1313, J.L. No. 19, R.S. No. 157, situate lying at Mouza Nowabad, under Rashpurja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South), free from all encumbrances and charges, lien, tispenders, trusts, burga, requisition and acquisition, claims and demands whatsoever and the name of the said Baywatch Real Estates Pvt. Ltd. has been recorded

in the L.R. record of Block Land and Land Reforms Office as absolute owner in L.R.Khatian No.1022 thereof;

AND WHEREAS by virtue of the aforesaid Deed the said Baywatch Real Estates Pvt. Ltd. being the Vendor herein is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of Sali (agricultural) land admeasuring 47 Decimals be the same a little more or less out of which 16 Decimals comprised in R.S. Dag No. 387, corresponding to L.R. Dag No.443, 11 Decimals comprised in R.S. Dag No. 388, corresponding to L.R. Dag No.444, 4 Decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No.445 and 16 Decimals comprised in R.S. Dag No. 392, corresponding to L.R. Dag No. 448 all under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No. 157, situate lying at Mouza Nowabad under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) morefully described in the Schedule stated hereunder hereinafter referred to as the "said land" free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever;

AND WHEREAS the Purchaser has approached the Vendor herein for purchase of All That piece and parcel of Sali (agricultural) land admeasuring 47 Decimals be the same a little more or less out of which 16 Decimals comprised in R.S. Dag No. 387, corresponding to L.R. Dag No.443, 11 Decimals comprised in R.S. Dag No. 388, corresponding to L.R. Dag No.444, 4 Decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No.445 and 16 Decimals comprised in R.S. Dag No. 392, corresponding to L.R. Dag No. 448 all under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No. 157, situate lying at Mouza Nowabad under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South)

free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever;

AND WHEREAS the Vendor has declared and represented to the Purchaser that the Vendor has not agreed to sell and transfer the said land to anyone except to the Purchaser as stated herein;

AND WHEREAS the Vendor has declared and represented that the Vendor has not granted Power of Attorney to anyone to negotiate and/or transfer the said land nor there is any court proceeding pending in any court of law relating to the said land and the said land is free from all encumbrances whatsoever;

AND WHEREAS the Vendor has declared and represented to the Purchaser that no part of the aforesaid land is vested with the Government or semi-government and the Vendor has not received any notice of such vesting;

AND WHEREAS the Vendor has also declared and represented that there is no bargadar in respect of any part of the said land save and except the Vendor as stated hereinabove none else has any right title and interest therein;

AND WHEREAS by virtue of aforesaid the purchaser is satisfied with the right, title, interest and possession of the vendor and the Vendor has agreed to transfer by way of sale of All That piece and parcel of Sali (agricultural) land admeasuring 47 Decimals be the same a little more or less out of which 16 Decimals comprised in R.S. Dag No. 387, corresponding to L.R. Dag No.443, 11 Decimals comprised in R.S. Dag No. 388, corresponding to L.R. Dag No.444, 4 Decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No.445 and 16 Decimals comprised in R.S. Dag No. 392, corresponding to L.R. Dag No. 448 all under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No. 157, situate lying at Mouza Nowabad under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South)

morefully described in the Schedule stated hereunder hereinafter referred to as the "said land" at a total consideration of Rs.14,24,000/- (Rupees Fourteen Lakhs Twenty Four Thousand) only free from all encumbrances mortgage, charges, liens, tispensens, trust, requisition and acquisition, barga, claims and demands whatsoever and howsoever as stated hereunder;

AND WHEREAS by virtue of the aforesaid the Purchaser has requested the Vendor to execute and register the Deed of Conveyance in respect of the said land which the Vendor has agreed to do on the terms and conditions stated hereunder;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.14,24,000/- (Rupees Fourteen Lakhs Twenty Four Thousand) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge the said land and every part thereof as also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto and in favour of the Purchaser All That piece and parcel of Sali (agricultural) land admeasuring 47 Decimals be the same a little more or less out of which 16 Decimals comprised in R.S. Dag No. 387, corresponding to L.R. Dag No.443, 11 Decimals comprised in R.S. Dag No. 388, corresponding to L.R. Dag No.444, 4 Decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No.445 and 16 Decimals comprised in R.S. Dag No. 392, corresponding to L.R. Dag No. 448 all under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No. 157, situate lying at Mouza Nowabad under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South) the details whereof are morefully described in "Part A", "Part B", "Part C" and "Part D" of the Schedule stated hereunder hereinafter called the said land TOGETHER WITH

all homestead, trees, hedges, ditches ways, fences, lights, water courses, sewers, rights thereon and all liberties privileges, easements, advantages and appurtenances whatsoever thereunto belonging or held used or enjoyed or reputed as part or member thereof or appurtenant thereto AND ALL estate right title interest use possession benefit claim and demand whatsoever of the Vendor into upon or in respect of the said land messuages tenements, hereditaments and every part thereof and All deeds pattahs writings muniments evidences of title relating thereto or any part thereof which now are or may hereafter in the possession or custody of the Vendor or any person or persons from whom the Vendor may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- a) THAT NOTWITHSTANDING any act deed or thing done hereto before executed or knowingly suffered to the contrary the Vendor is now lawfully seised and possessed of the said land free from any encumbrances attachments or defect in title whatsoever and the Vendor has good right full power and absolute authority to sell grant convey transfer assign and assure the said land unto and to use of the Purchaser in the manner aforesaid;
- b) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said land in khas possession and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person, or persons having or lawfully claiming from under or in trust for the Vendor or its predecessors-in-title;

c) THAT the Purchaser shall hold the said land free and clear and freely and clearly and absolutely exonerated and forever released and discharged otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charge and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or its predecessors-in-title or any person or persons having or lawfully claiming as aforesaid;

d) THAT the Vendor and all persons having or lawfully claiming any estate or interest in the said land or any part thereof from under or in trust for the Vendor or from or under any of its predecessors-in-title shall and will at all times hereafter at the request and cost of the Purchaser to execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land or every part thereof unto and to the use of the Purchaser as may be reasonably required;

e) THAT the Vendor doth hereby further covenant and assure the Purchaser that no part of the said land being conveyed under these presents is vested with the Government or any Semi-Government Authority in any way and there is no bargadar in respect of the said land or any part thereof;

f) THAT the Vendor doth hereby declare that there are no encumbrances, lien, trust, attachment, claim, charges, agreement of sale whatsoever now subsisting on the said land and that the said land is not the subject matter of any litigation or proceeding and is not charged in favour of any court, public revenue or other authorities and the Vendor hereby agree to keep the Purchaser saved and harmless against any loss or damage that may be incurred by the Purchaser in defending any suit, action or proceeding by any person or persons at any time;

- g) THAT the Vendor doth hereby undertake to pay on demand all outstanding municipal district board or panchayat rates and taxes Government revenue and all other impositions whatsoever due and payable by the Vendor or any of their predecessors-in-title in respect of the said land up to the date of execution of these presents;
- h) THAT the Vendor shall and will at all times hereafter at the request and cost of the Purchaser produce to the Purchaser or as the Purchaser shall direct the deeds and writings for evidencing the title in respect of the said land and also furnish to the Purchaser copies of or extracts from the said Deeds and writings and shall and will in the meanwhile keep the same safe unobliterated, damage by fire or other accident excepted;
- i) THAT the Vendor shall and will sign all papers, affidavit declaration, or prescribed forms for the purpose of mutation of the name of the Purchaser in respect of the said land in appropriate records of the Government;
- j) THAT the Vendor hereby declare that the Vendor has been in absolute possession of the said land and none else has any right title and interest therein;
- k) THAT the Vendor hereby confirm to has delivered peaceful and vacant possession of the said land to the Purchaser before the execution of these presents and accordingly the Purchaser is in possession of the said land;
- l) THAT the Vendor doth hereby irrevocably nominate constitute and appoint and ordain in their place and stead and depute the Purchaser as its true and lawful Attorney for and on behalf and in the name of the Vendor but at the expense of the Purchaser to appear before the appropriate authorities for the purpose of mutation of its name in respect of the said land and for that purpose to sign and execute all documents applications papers in respect thereof and the Vendor doth hereby ratify and confirm the same;

THE SCHEDULE ABOVE REFERRED TO:

(Part-A)

All That piece and parcel of Sali (agricultural) land admeasuring 16 Decimals be the same a little more or less comprised in R.S. Dag No. 387, corresponding to L.R. Dag No. 443, under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No.157, situate lying at Mouza Nowabad, under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

THE SCHEDULE ABOVE REFERRED TO:

(Part-B)

All That piece and parcel of Sali (agricultural) land admeasuring 11 Decimals be the same a little more or less comprised in R.S. Dag No. 388, corresponding to L.R. Dag No. 444, under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No.157, situate lying at Mouza Nowabad, under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

THE SCHEDULE ABOVE REFERRED TO:

(Part-C)

All That piece and parcel of Sali (agricultural) land admeasuring 4 Decimals be the same a little more or less comprised in R.S. Dag No. 389, corresponding to L.R. Dag No. 445, under L.R. Khatian No. 1022, Touji No.1313, J.L. No.19, R.S. No.157, situate lying at Mouza Nowabad, under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

THE SCHEDULE ABOVE REFERRED TO:

(Part-D)

All That piece and parcel of Sali (agricultural) land admeasuring 16 Decimals be the same a little more or less comprised in R.S. Dag No. 392, corresponding to L.R. Dag No. 448, under L.R. Khatian No. 1022, Touji No. 1313, J.L. No. 19, R.S. No. 157, situate lying at Mouza Nowabad, under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R. Bishnupur, in the District of 24-Parganas(South);

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

WITNESSES:-

1. @ Chandra Shekhar Ray
Infinity, Plot-A3,
Block-GP, Sec-V, Salt Lake
Kolkata - 91

BAYWATCH REAL ESTATES PVT. LTD.
Satish Kumar Kundu Director

SIGNATURE OF THE VENDOR

2. Tarun Nishan
Bishnupur.

RECEIVED by the Vendor of and from within named Purchaser the within mentioned sum of Rs. 14,24,000/- (Rupees Fourteen Lakhs Twenty Four Thousand) only being the full consideration money as per memo below:- Rs.14,24,000.00

MEMO OF CONSIDERATION

| <u>D.D. No./CASH</u> | <u>DATE</u> | <u>BANK & BRANCH</u> | <u>AMOUNT</u> |
|----------------------|-------------|-------------------------------------|------------------------------|
| 255165 | 25.09.2014 | FEDERAL BANK C. R. Avenue Branch | 14,24,000.00 |
| | | | <u>Total Rs.14,24,000.00</u> |

(Rupees Fourteen Lakhs Twenty Four Thousand only)

WITNESSES:-

- Chandra Shekhar Ray
- Tarun Naskar.
Bishampur.

BAYWATCH REAL ESTATES PVT. LTD.
Jafar Kumar Kundhoo
Director

SIGNATURE OF THE VENDOR

Prepared by me,

Bidhan Ch. Ghosh
Advocate.

Alipour police Court

Kol- 27 1476/99

Computer typed by:-

Rejib Adak

Amtala, South 24 Parganas,



Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 05849 of 2014
(Serial No. 05612 of 2014 and Query No. 1613L000013963 of 2014)

On 03/11/2014

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

Presented for registration at 17.55 hrs- on 03/11/2014, at the Private residence by Mr. Satish Kumar Kalbalia, Executant.

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

Execution is admitted on 03/11/2014 by

1. Mr. Satish Kumar Kalbalia
Director, Baywatch Real Estates Pvt. Ltd, F M C Fortuna, 3rd Floor, Room, No - A - 4, 234/3 A, A. J. C. Bose Road, District:-Kolkata, WEST BENGAL, India, Pin :-700020.
By Profession : Business
Identified By Chandra Shekhar Ray, son of Sri Gangadhar Ray, Infinity, Plot A-3, Block G P, Sector V, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091, By Caste: Hindu, By Profession: Others.

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 10/11/2014

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, 5 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. 17189.00/-, on 10/11/2014

(Under Article : A(1) = 17182/-, E = 7/- on 10/11/2014)

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. -15,62,750/-

Certified that the required stamp duty of this document is Rs. - 78148 /- and the Stamp duty paid as Impressive Rs. - 500/-

Deficit stamp duty

Deficit stamp duty Rs. 77648/- is paid , by the draft number 703627, Draft Date 10/11/2014, Bank : State Bank of India, BAKHRAHAT, received on 10/11/2014

(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

10/11/2014 18:14:00

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 05849 of 2014
(Serial No. 05612 of 2014 and Query No. 1613L000013963 of 2014)

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

(Abu Hena Mobassir)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

10/11/2014 18:14:00

EndorsementPage 2 of 2



Name Pushpa Bhutoria
 Signature Pushpa Bhutoria

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 Left Hand

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Name BAYWATCH REAL ESTATES PVT. LTD.
 Signature Director
 Director

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Name.....
 Signature.....

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 22
Page from 3016 to 3031
being No 05849 for the year 2014.



(Abu Hena Mobassir) 10-November-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal