

District Sub-Register-III Alipore, South 24-parganas 7 MAR 2013

Morniel Sub-Registers-III DEED OF CONVEYANCE

7" Day of March, 2013 BETWEEN THIS INDENTURE made this ASIT BARAN DUTTA, son of Late Amullya Kumar Dutta, by Nationality - Indian, by Faith - Hindu, by Occupation - Retired Person, residing at 54, Lake East 3rd Road, Santoshpur, Police Station-Survey Park, Kolkata - 700 075, 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 his heirs, heiresses, executors, administrators, legal representatives and assigns) of the ONE PART.

funder section 60 and Rule 69.

ok - I aber 4 67 to 9205 2124 for the year 2013.



(Srijani Ghosh) 07-March-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. ill SOUTH:24-PARGANAS
West Bengal
Alipore, South 24-Parganas



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

Endorsement For Deed Number: I - 02124 of 2013 (Serial No. 02287 of 2013)

### 07/03/2013

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

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

### **Payment of Fees:**

**Amount By Cash** 

Rs. 24290.00/-, on 07/03/2013

(Under Article: A(1) = 24244/-, E = 14/-, H = 28/-, M(b) = 4/- on 07/03/2013)

### 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.-22,05,000/-

Certified that the required stamp duty of this document is Rs.- 132320 /- and the Stamp duty paid as: Impresive Rs.- 100/-

### **Deficit stamp duty**

Deficit stamp duty Rs. 132350/- is paid , by the draft number 503772, Draft Date 07/03/2013. Bank : State Bank of India, GOLPARK, received on 07/03/2013

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

Presented for registration at 13.29 hrs on :07/03/2013, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Avijit Naskar ,Claimant.

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

Execution is admitted on 07/03/2013 by

- Asit Baran Dutta, son of Late Amullya Kumar Dutta, 54, Lake East 3rd Road, Kolkata, Thana:-Purba Jadabpur, P.O.:-Santoshpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700075, By Caste Hindu, By Profession: Retired Person
- Avijit Naskar
   Managing Director, Megacity Apartments Pvt. Ltd., 70, Lake East 6th Road, Kolkata, Thana:-Purba Jadabpur, P.O.:-Santoshpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700075.
   , By Profession: Business

Identified By Basu Dev Paul, son of ..., Alipore Police Court, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENCAL India, Pin:-700027, By Caste: Hindu, By Prefession: Others.

District Sub-Registrar-III
All pore, South 24-Parganas

(Srijani Chosh)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 1 of 2

07/03/2013 14:00:00



## **Government Of West Bengal** Office Of the D.S.R. - III SOUTH 24-PARGANAS

District:-South 24-Parganas

Endorsement For Deed Number : 1 - 02124 of 2013 (Serial No. 02287 of 2013)

(Srijani Ghosh)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



t Sub-Registrar-III ipore, South 24-Parganas

( Srijani Ghosh )
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

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#### AND

**MEGACITY APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act. 1956, limited by its shares, having its registered office at 70, Lake East 6<sup>th</sup> Road, Santoshpur, Police Station – Survey Park, Kolkata – 700 075 and represented by its Managing Director **AVIJIT NASKAR** 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 executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assigns ) of the **OTHER PART**.

WHEREAS one Bijoy Chowdhury, son of Sri Bibhuti Bhusan Chowdhury, of Nayabad Avenue, Police Station- Purba Jadavpur, Kolkata- 700 078, was the sole and absolute owner of all that piece and parcel of land measuring an area about 02 Cottahs (more or less), under Mouza-Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, R. S. Dag No. 103, R. S. Khatian Nos. 105 and 106, within the limits of Kolkata Municipal Corporation, under Ward No. 109, Police Station- Kasba, now Purba Jadavpur, District South 24 Parganas, on the strength of a registered Deed of Conveyance, dated 07.06.1994, and registered in the office of D. S. R. at Alipore and recorded in Book No. I, Volume No. 79, Pages- 43 to 55, Being No. 4157 for the year 1994.

**AND WHEREAS** the said Bijoy Chowdhury, being the owner of the aforementioned land, sold, transferred and conveyed all that piece and parcel of land measuring an area about 1 Cottah 13 Chittaks and 00 Sq.ft. (more or less), out of the aforementioned land, under Mouza-Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, R. S. Dag No.

103, R. S. Khatian Nos. 105 and 106, within the limits of Kolkata Municipal Corporation, under Ward No. 109, Police Station- Kasba, now Purba Jadavpur, District South 24 Parganas, to one Sanjoy Kumar, by way of a registered Deed of conveyance, dated 10.12.2001, against a valuable consideration mentioned therein and the said Deed was registered in the office of D. S. R.- III at Alipore and recorded in Book No. I, Volume No. 04, Pages- 8342 to 8357, Being No. 01836 for the year 2005.

AND WHEREAS the said Sanjoy Kumar became the sole and absolute owner of all that piece and parcel of land measuring an area about 1 Cottah 13 Chittaks and 00 Sq.ft. (more or less), under Mouza-Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, R. S. Dag No. 103, R. S. Khatian Nos. 105 and 106, within the limits of Kolkata Municipal Corporation, under Ward No. 109, Police Station- Kasba, now Purba Jadavpur, District South 24 Parganas, by virtue of the said registered Deed of Conveyance, dated 10.12.2001.

AND WHEREAS the said Sanjoy Kumar, being the owner of all that piece and parcel of land measuring an area about 1 Cottah 13 Chittaks and 00 Sq.ft. (more or less), under Mouza-Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, R. S. Dag No. 103, R. S. Khatian Nos. 105 and 106, within the limits of Kolkata Municipal Corporation, under Ward No. 109, Police Station- Purba Jadavpur, District South 24 Parganas, sold transferred and conveyed the same to one Asit Baran Dutta, the vendor herein and the purchaser therein on the strength of a registered Deed of Conveyance, dated 15.02.2011, against a valuable consideration mentioned therein and the said Deed was registered in the office of D. S. R.- III at Alipore and recorded in Book No. I, CD Volume No. 03, Pages- 1316 to 1332, Being No. 01193 for the year 2011.

AND WHEREAS thus the said Asit Baran Dutta, the vendor herein, became the sole and absolute owner all that piece and parcel of land measuring an area about 1 Cottah 13 Chittaks and 00 Sq.ft. (more or less), under Mouza-Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, R. S. Dag No. 103, R. S. Khatian Nos. 105 and 106, within the limits of Kolkata Municipal Corporation, under Ward No. 109, Police Station-Purba Jadavpur, District South 24 Parganas, (hereinafter referred to as the said property), which is more fully and particularly described in the Schedule written herein below and which is more clearly shown and delineated in map or plan bordered with RED annexed with this indenture.

**AND WHEREAS** the vendor had became the sole and absolute owner and / or absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said property.

**AND WHEREAS** the vendor agrees to sell and the purchaser agrees to purchase the said property at or for a total sum of Rs. 10,00,000/- (Rupees Ten Lakhs) only.

## THE VENDOR DOTH HEREBY AGREE DECLARE AND COVENANT WITH THE PURCHASER AS FOLLOWS:

 The vendor declares that the said property is free from all sorts of encumbrances, charges, liens, lispendenses, claims, demands, mortgages, trusts, leases, tenancy, acquisitions, requisitions and agreement to transfer whatsoever in nature.

- 2 The vendor declares and covenant that there is no Award, Suit, Case, Litigation or Appeal is pending before any Arbitrator, Court of Law, Pribunal or Appealate Authority in regard to the said property and / or the same is not under any attachment or revenue recovery.
- 3. The version coverants that he has neither approached nor taken any loan from any Bank. Financial Institution, Private Organization, Private Body or Persons or from any other Agency by creating equitable mortgage of the said property or any part or portion thereof.
- 4. The vendor declares that he has neither entered into any agreement for sale with any other body or organization or person save and except the purchaser berein nor the vendor has any intention to enter into any agreement for sale with any other body, organization or person save and except the purchaser herein in regard to the said property till the registration of this indenture.
- 5. The vendor agrees and declares that he will give and deliver vacant, peaceful, Khas and unencumbered possession of the said property to the purchaser herein on the date of registration of this indenture and possession of the said property.

- 6. The vendor shall hand over all the original documents such as Original Title Deeds, and all other papers, letters and documents available with the vendors in regard to the said property as required by the purchaser herein, on the date of registration of this indenture as well as taking possession of the said property by the purchaser herein.
- 7. The vendor shall and will at the costs, request and expenditure of the purchaser herein make any acts, deeds, things and matters before any registering authority and / or Government, Semi Government, Local Authority, Statutory Authority, Local Bodies to enjoy the said property by the purchaser herein more perfectly and effectively as may reasonably be required by the purchaser herein.
- 8. The vendor further declares that the said property is clear, free, marketable and the chain of title is complete and the said property neither acquired by the Government either Central or State or any other Statutory Authority, Body Corporate, nor vested by any scheme under KMDA, KIT, KMC or any other Concern or the same is not under the provisions as laid down in Land (Ceiling and Regulations) Act., 1976, to the extent as evident from the original documents of the vendor regarding the said property as mentioned hereinabove of this indenture.
- 9. There is no impediment of any nature to sell, grant, convey, transfer, assign and assure the said property by the vendor herein to the purchaser herein.

### **NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -**

That in pursuance of the said agreement and in consideration of the sum of Rs. 10,00,000/- (Rupees Ten Lakhs) only in full paid by the purchaser on execution of these presents to the vendor ( the receipt whereof the vendor doth hereby as also by the memo of consideration written herein under admit and acknowledge and of and from the payment of the same and every part thereof acquit exonerate release and discharge the purchaser the said property with common rights and facilities easement and all other rights thereto and forever) THE VENDOR DOTH HEREBY sell transfer grant convey assign and assure to and unto the purchaser herein ALL THAT the said property which is more fully and particularly described in the Schedule written here under together with all benefits and advantages of ancient and rights lights trees gardens yards compound hedges fences walls ditches passages ways paths drains water courses water lines water supply electrical supply and all manner of former rights privileges easement liberty profits appendages and appurtenances whatsoever appurtenant to the said property or to any part/ portion thereof now or at any time heretofore held used enjoyed and occupied by the vendor AND the reversion or reversions reminder or reminders and rents issues profits in connection of the said property hereby sold transferred and intended so to be in the manner herein and all the estate right title interest properties claim demand whatsoever of the vendor in or upon the said property and every part thereof TO HAVE AND TO HOLD the same hereby sold transferred conveyed assigned and assured and every part thereof to and unto the purchaser herein in the manner aforesaid its heirs executors administrators legal representatives and assigns forever and absolutely free from all sort of encumbrances charges liens lispendenses trusts attachment whatsoever AND the vendor at all times and from

time to time hereafter at the cost and request of the purchaser do or executed to be done all such acts deeds things and matters whatsoever for further better and more perfectly enjoying and assuring the said property AND the vendor declares the vendor herein is now lawfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property and no notice of acquisition or requisition has been served under the Kolkata Municipal Corporation Act. 1980 as amended upto date in regard to the said property nor the same is attached or in any way affected by the Income Tax Act. 1961 as amended upto date neither is hit by the Income Tax Authority or Department or under the provisions of Public Demand Recovery Act. in regard to the said property nor the same is affected in any way under the provisions of Land Reforms Act., 1955 as amended upto date AND the vendor has good right full power absolute authority and indefeasible title to sell grant transfer convey assign and assure the said property hereby sold transferred granted conveyed assigned and assured together with all easement rights at all times for the beneficial use and enjoyment of the said property to the purchaser AND the purchaser shall hereafter peacefully and quietly hold possess and enjoy the said property in the manner aforesaid as sole and absolute owner thereof without any claim demand interference and disturbances whatsoever from the vendor or any person or persons lawfully claiming under him and the purchaser having full absolute and unfettered power and authority to mutate its name in the records of the Kolkata Municipal Corporation and also to sell transfer gift mortgage convey lease out deal with or dispose of the same in any manner or way whatsoever without any way being required to obtain any concurrence from the vendor herein.

## THE SCHEDULE ABOVE REFERRED TO

ALL THAT all that piece and parcel of land measuring an area about 1 Cottah, 13 Chittaks and 00 Sq.ft. (be the same a little more or less), under Mouza-Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, R. S. Dag No. 103, R. S. Khatian Nos. 105 and 106, within the limits of Kolkata Municipal Corporation, under Ward No. 109, Police Station-Purba Jadavpur, together with one R. T. Shed measuring an area about 100 Sq.ft., A. D. S. R. at Sealdah, District South 24 Parganas, also together with all sorts of common and easement rights and right to egress and ingress to the said property and butted and bounded as follows:

On the North by

Land under R. S. Dag No. 103

On the South by

17 Feet KMC Wide Road.

On the East by

Land of Megacity Apartments Private Limited.

Premises No. 1581, Nayabad

On the West by

Land under R. S. Dag No. 103.

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

SIGNED, SEALED AND DELIVERED by the VENDOR at Kolkata in presence of:

1) Acijit Sarkar. E/21 Nayabad Kd-99

2) Tomun Hnider Ohalua, Nabapalla Kaltala-Joo152

Strit Barcin Dully VENDOR

SIGNED, SEALED AND ACCEPTED by the PURCHASER

at Kolkata in presence of:

1) Aujet-Sarkar. E/21 Nayabal Kal-99

2) Parun Harin

Drafted by :-

(PRASENJIT MUKHERJEE)

Advocate, High Court, Calcutta

MEGACITY APARTMENTS PVT. LTD.

PURCHASER

Computer print by:-

(TANMOY PODDER)

70, Lake East 6th Road,

Santoshpur, Kol-75.

CONSIDARETION

Received of and from the within named purchaser the sum of Rs.10,00,000/-(Rupees Ten Lakhs) only as full and final consideration as per memo below:

Date

D. D. No.

Bank & Branch

Amount

29.01.2013

503252

State Bank of India, Gol Park (Calcutta) Rs.10,00,000/-

Rs.10,00,000/-

(Rupees Ten Lakhs Only)

## WITNESSES:

1. Augit Saven. 2. Naven Hadrer

\*\* S. KHATIAN NO'S- 105 & 106, R. S. NO.- 03, INDER K.M.C. WARD NO. 100 B. UNDER K.M.C. WARD NO.- 109, P.S. -JADAVPUR. KOLKATA- 700094. DIST.- 24 PGS (S).

# RCHASER - MEGACITY APARTMENTS PVT. LTD.

AND AREA = 01 K.-13 CH.-00 SQ.FT.

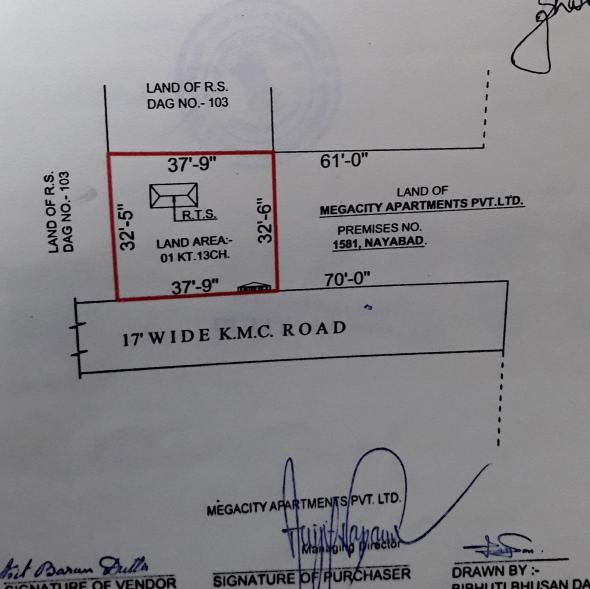
R.T.S. AREA = 100 SQ.FT.

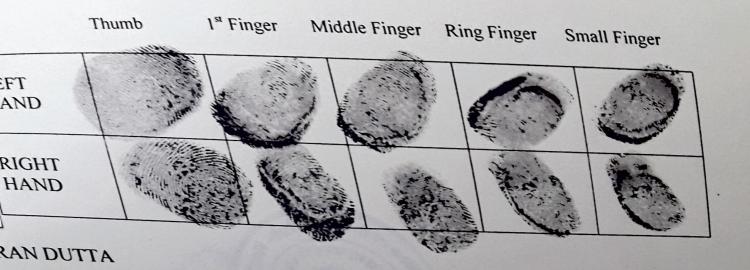
SIGNATURE OF VENDOR

LAND AREA SHOWN BY RED BORDER



**BIBHUTI BHUSAN DAS** 





it Baran Duller

		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	LEFT HAND			1		
	RIGHT	1				
WA: STIEN	IT NASHAR	1	/			

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District Sub-Registrar-III
Alipore, South 24-Parganas
7 MAR 2013