

I-09789/13

भारतीय गेर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES

प्राथमध्य ज्ञात

भारत INDIA INDIA NON JUDICIAL

र्शिक्यवङ्ग पश्चिम बंगाल WEST BENGAL

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Additional Registral
of Assuminces - Kolkuta

of Calobee Two Thousand Thirteen BETWEEN SWAMI

VIVEKANANDA INSTITUTE OF SCIENCE AND TECHNOLOGY a

Registered Trust formed under the Indian Trust Act, having its

registered office at 12, Pran Nath Pandit Street, P.S. Bhowanipore,

86571

0 7 OCT 2013

SUMAN MAZUNDAR
ADVOCATE
ACCOMMIC SUMAN MAZUNDAR
ADVOCATE
ACCOMMIC COURT, CALCUTTA

L.S. VENDOR (O.S.)
HIGH COURT, KOLKATA-100 001

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ADDITIONAL STATA

Kolkata-700025, represented by its trustee **Dr. Rakesh Binaykia** son of Dr. Ashok Binaykia residing at 12, Pran Nath Pandit Street, P.S. Bhowanipore, Kolkata-700025 hereinafter called as the **VENDOR** (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its trustees, their successors-in-office, beneficiaries and/or assigns) of the **ONE PART**

-AND-

MCPRO DEVELOPERS PVT. LTD. a company incorporated under the Companies Act, 1956 having its registered office at 2, Manook Lane, Kolkata-700001 having PAN: AAICM7257N duly represented by its director Mr. Chirag Ghosal, hereinafter referred to as the PURCHASER (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the OTHER PART;

WHEREAS one Smt. Basana Karmakar wife of Panchanan Karmakar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of Sali land measuring about 8 satak out of 12 satak more or less under R.S. Dag No.492, L.R. Dag No.608, R.S. Khatian No.1231 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality;

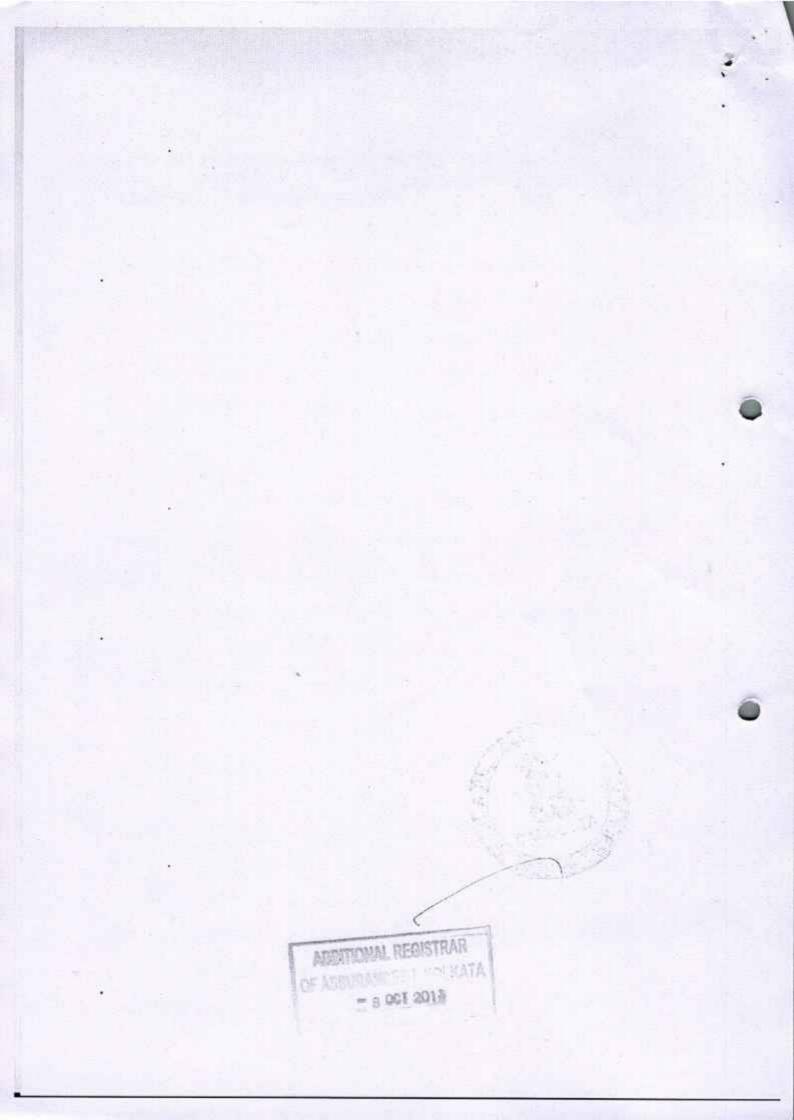


AND WHEREAS one Panchanan Karmakar son of late Haricharan Karmakar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of Sali land measuring about.

4 satak out of 11 satak more or less under R.S. Dag No.492/1716, L.R. Dag No.609, R.S. Khatian No.1232 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality;

AND WHEREAS by a Deed of Sale being No.527 for the year 1980 the said Smt. Basana Karmakar sold, transferred and conveyed unto and in favour of Netai Ghosh son of Shri Biswanath Ghosh of All That piece and parcel of Sali land measuring about 8 satak out of 12 satak more or less under R.S. Dag No.492, L.R. Dag No.608, R.S. Khatian No.1231 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality;

AND WHEREAS by a Deed of Sale being No.528 for the year 1980 the said Panchanan Karmakar sold, transferred and conveyed unto and in favour of Netai Ghosh son of Shri Biswanath Ghosh of All That piece and parcel of Sali land measuring about 4 satak out of 11 satak more or less under R.S. Dag No.492/1716, L.R. Dag No.609, R.S. Khatian No.1232 lying and situate at Mouza:

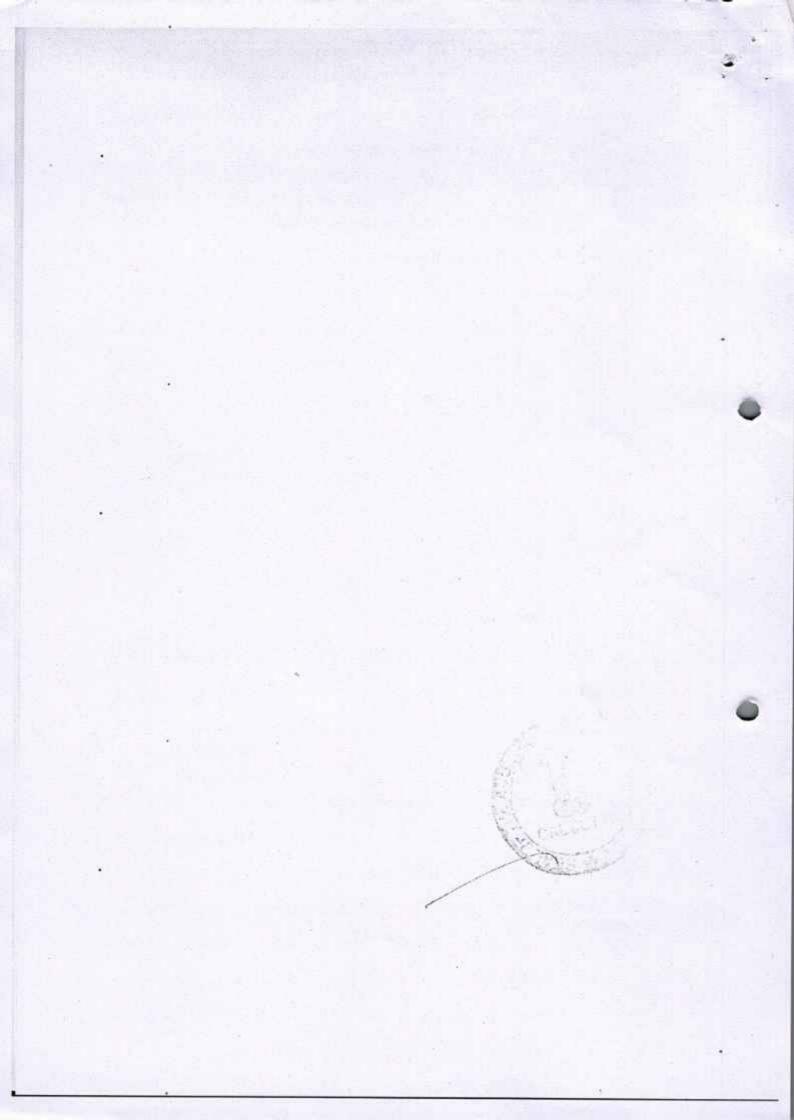


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Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality:

absolute Owner and recorded his name in the Records of Rights of All Those pieces and parcels of Sali land measuring about 8 satak out of 12 satak more or less under R.S. Dag No.492, R.S. Khatian No.1231 corresponding to L.R. Dag No.608, L.R. Khatian No.2662 and land measuring about 4 satak out of 11 satak more or less under R.S. Dag No.492/1716, R.S. Khatian No.1232 corresponding to L.R. Dag No.609 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality:

March, 2009 registered at the office of ADSR Sonarpur recorded in Book No.I, CD Volume No.16, Pages: 542 to 563 being No.04944 for the year 2009 made between Netai Ghosh, therein described as the Vendor and Swami Vivekananda Institute of Science and Technology, therein described as the Purchaser, the Vendor herein the said Netai Ghosh sold, transferred and conveyed unto and in favour of Swami Vivekananda Institute of Science and Technology of All Those pieces and parcels of Sali land measuring about 8 satak out of 12 satak more or less under R.S. Dag No.492 corresponding to L.R. Dag No.608 and land measuring about 4 satak out of 11 satak more or less under R.S. Dag No.492/1716 corresponding to L.R. Dag



No.609 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality;

Institute of Science and Technology became absolute Owner of All Those pieces and parcels of Sali land measuring about 8 satak out of 12 satak more or less under R.S. Dag No.492, R.S. Khatian No.1231 corresponding to L.R. Dag No.608 and land measuring about 4 satak out of 11 satak more or less under R.S. Dag No.492/1716, R.S. Khatian No.1232 corresponding to L.R. Dag No.609 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality;

THAT piece and parcel of Sali land measuring about 8 satak out of '12 satak more or less under R.S. Dag No.492, R.S. Khatian No.1231 corresponding to L.R. Dag No.608, L. R. Khatian No.2662 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality, as morefully and particularly described in the SCHEDULE hereunder written, hereinafter referred to as the said plots of land;



OF ASSURANCES LYOLKATA E 8 OCT 2018 AND WHEREAS the Vendor has approached the Purchaser for sale of the said plots of land free from all encumbrances, charges, liens, lispendences attachments claims and demands whatsoever;

and the Vendor has agreed to sell **ALL THAT** the **said plots of land** at a total consideration of Rs.16,00,000/- (Rupees Sixteen Lac) only free from all encumbrances, charges, liens, lispendences, attachments, claims and demands whatsoever on the terms and conditions stated hereunder;

NOW THIS INDENTURE WITNESSETH as follows :-

That in pursuance of the said agreement and in consideration of the said sum of Rs.16,00,000/- (Rupees Sixteen Lac) 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 from the payment of the same and every part thereof do hereby acquit, release and discharge the Purchaser as also the said plots of land) the Vendor doth hereby sell, grant, convey, transfer, assign and assure unto and in favour of the Purchaser of ALL THAT piece and parcel of Sali land measuring about S satak out of 12 satak more or less under R.S. Dag No.492 L.R. Dag No.608, R.S. Khatian No.1231 and L.R. Khatian No.2662 lying and situate at Mouza: Kodalia, J.L. No.35, P.S. Sonarpur,



South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality, as morefully and particularly described in the SCHEDULE hereunder written, hereinafter referred to as the said plots of land TOGETHERWITH all sewers, areas, drains, ditches, paths, passages, water, water courses and all manner of ancient and other rights, liberties easements, privileges, advantages, appendages appurtenances and profits whatsoever standing and being in or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part or member thereof or appertaining thereto and all the reversion and reversions, remainder or remainders and the rents, issue and profit thereof and every part thereof and all the estate right, title, interest, claim, use possession benefit claim and demand whatsoever both at law and equity or otherwise of the Vendor into upon or in respect of the said plots of land and every part thereof TOGETHERWITH all deeds, pattahs, writings, muniments and other evidences of title whatsoever exclusively relating to the said plots of land or any part thereof which now are or is or at any time or times hereafter shall or may in the possession, custody, power or control of the Vendor or its/their executors, administrators or legal representatives or in the custody of power or of any other person or persons from whom the Vendor can or may procure the same without any suit or action 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 or





its executors, administrators or legal representatives and assigns absolutely and forever.

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

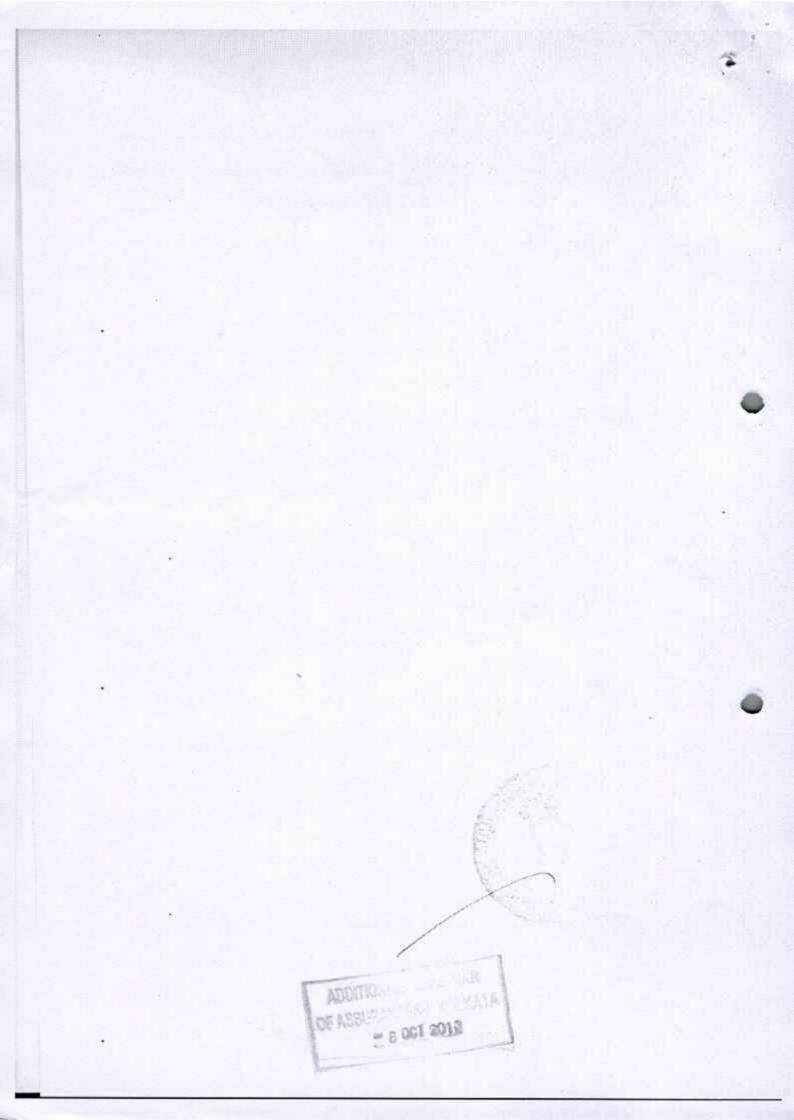
- That notwithstanding any act deed matter or thing whatsoever by the Vendor done, made or executed or knowingly suffered to the contrary the Vendor has good right, full power and absolute authority to grant, transfer, convey, sell, assure and assign the said plots of land hereby sold, granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- That the Purchaser and its executors, administrators or legal representatives and assigns shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said plots of land and receive and take 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 lawfully equitably claiming from under or in trust for the Vendor or its/their Predecessor-in-Title.
- c) That the said plots of land are free and clear from all encumbrances and attachments whatsoever and freely clearly and absolutely exonerated and forever released and discharged



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otherwise by the Vendor and also well and sufficiently saved, defended kept, harmless and indemnified of from and against all former and other estate, title charge and encumbrances, mortgages, claims, demands, lispendences, attachment, trust and liabilities whatsoever made executed occasioned or suffered by the Vendor or any other person or persons lawfully claiming or claimed by from under or in trust for the Vendor.

- d) That the Vendor and all persons and persons lawfully or equitably claiming any estate right, title or interest whatsoever in the said plots of land or any part thereof from under or in trust for the Vendor or from or under any of its/their Predecessor-in-Title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser doth or execute or cause to be done and executed all such acts, deed and things whatsoever for further better and more perfectly assuring the said plots of land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.
- these presents is vested with Government or Semi-Government Authority and there is no Bargadar in respect of any part of the said plots of land in any way and the Vendor has good right, full power and absolute authority to sell the same in the manner aforesaid and for any reason whatsoever if



the Purchaser is dispossessed or deprived of full enjoyment of the said plots of land or any part thereof then in that event the Vendor doth hereby agree to indemnify and keep the Purchaser fully indemnified against all losses, damages, costs, charges, claims and demands occasioned or arising out of the said plots of land hereby sold to the Purchaser.

- That the Vendor shall and will at all times hereafter at the request of the Purchaser produce all or any of the documents of title relating to the said plots of land as the Purchaser may direct all the title deed documents and writing for evidencing of title in respect of the said plots of land and also furnish to the Purchaser copies of or extracts from the said title deeds documents and writings and shall and will in the meanwhile keep the same safe un-obliterated and un-cancelled.
- District Board or Panchayat rates and taxes, Government revenue and all other imposition whatsoever due and payable by the Vendor or any of its/their Predecessors-in-Title in respect of the said plots of land up to the date of these presents and further agrees to keep the Purchaser fully indemnified in respect of all costs, charges and expenses arising in respect thereof.



h) The Vendor has handed over khas possession of the said plots of land to the Purchaser and the Purchaser shall mutate its name in respect of the said plots of land.

THE SCHEDULE ABOVE REFERRED TO:

about 8 satak out of 12 satak equivalent to 4 cottah 12 chittack 36 sq.ft. more or less under R.S. Dag No.492, L.R. Dag No.608, R.S. Khatian No.1231, L. R. Khatian No.2662, classified as Sali togetherwith one structure measuring about 175 sq.ft. (occupied by Tenant) lying and situate at Mouza; Kodalia, J.L. No.35, P.S. Sonarpur, District: South 24-Parganas, Ward No.18 of Rajpur Sonarpur Municipality-

| Khatian No. | | Dag No. | | Area to be sold in | Share % |
|-------------|------|---------|---------|-----------------------|---------|
| L.R. | R.S. | L.R. | Decimal | | |
| 2662 | 492 | 608 | 12 | 8 | 0.6667 |

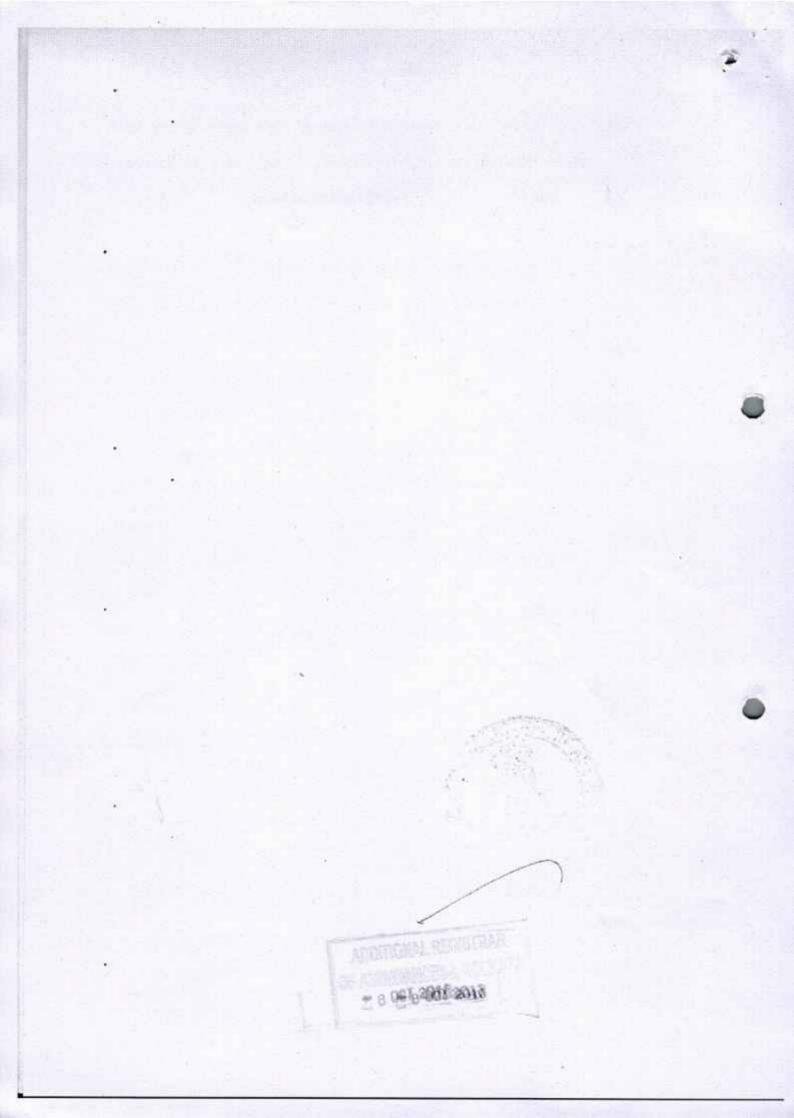
as shown in the MAP or PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded as follows:-

R.S. Dag No.492 & L.R. Dag No.608:

ON THE NORTH Partly by R.S. Dag Nos. 490 & 494;

ON THE SOUTH R.S. Dag Nos.456;

ON THE EAST R.S. Dag Nos.492/1716;



ON THE WEST

Partly by R.S. Dag Nos.491 & 457;

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

SWALE VIVERANANDA INSTITUTE OF SCIENCE & TECHNOLOGY

ADTH. SIGNATORY, TRUSTEE

SIGNED SEALED AND DELIVERED

by the PURCHASER at Kolkata,

MCFRO Developers Per Lid

Witnesses:

2 Japa Kur Malla.

71. K. S. Run pm. ..

2. G. Karmahar

AC, K. S. Roy Road.

Drafted by

Advocate, High Court, Calcutta.



RECEIVED by the VENDOR of and from within named PURCHASER the within mentioned the Rs.16,00,000/- (Rupees Sixteen Lac) only being the consideration money as per memo below:

Rs.16,00,000.00

MEMO OF CONSIDERATION

| | | Brabourne Road, Branch | SCIENCE AND TECHNOLOGY | |
|--------------------------------|------------|----------------------------------|--------------------------------------|-----------------|
| 000952 | 08.10.2013 | The South Indian Bank Ltd. | SWAMI VIVEKANANDA INSTITUTE OF | 16,00,000.00 |
| A/c. Payee Cheque No. | Date | Drawn on | In favour of | Amount (Rs.) |

(Rupees Sixteen Lac) only

SWAMI VIVEKANANDA INSTITUTE OF SCIENCE & TECHNOLOGY

AUTH. SIGNATORY / TRUSTEE

Witnesses:

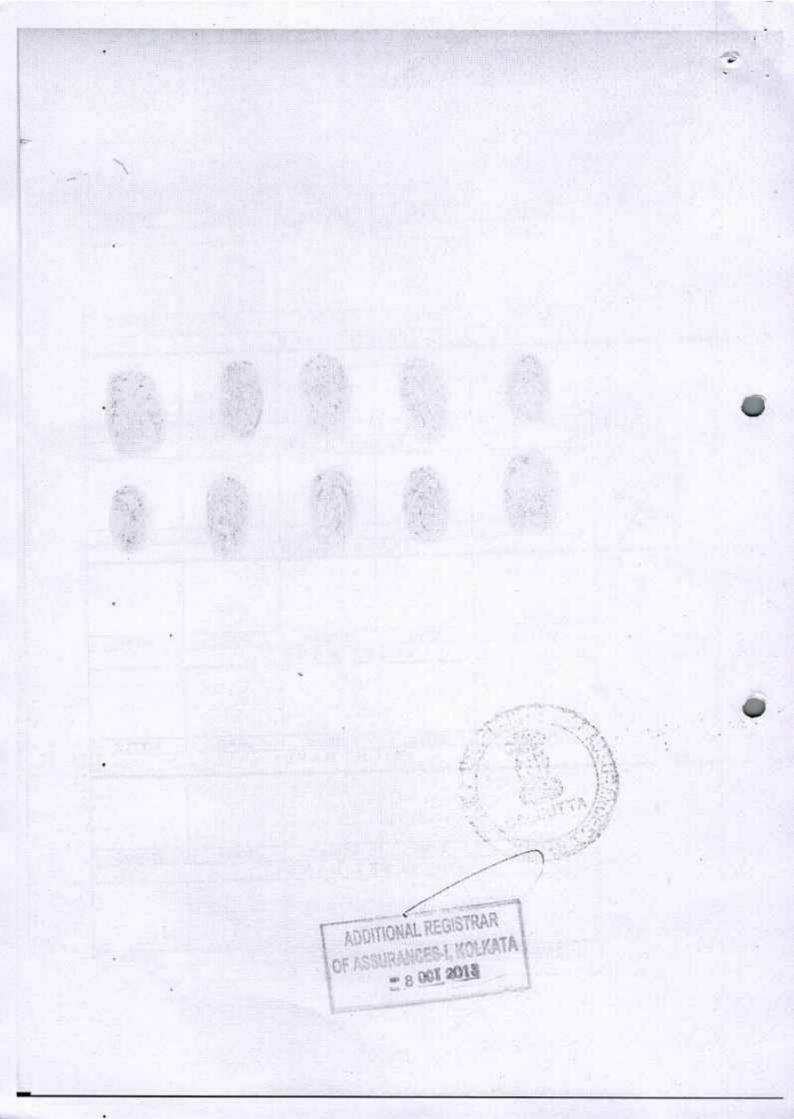
Japa Kurtlante

2. A. Karmakar

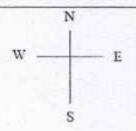


SPECIMEN FORM FOR TEN FINGERPRINTS

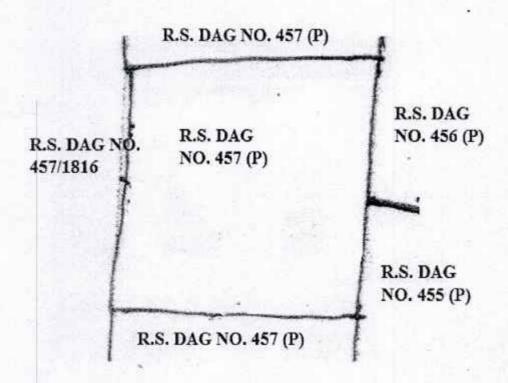
| St. No. | Signature of the executants and/or purchaser Presents | | | | | |
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| | | THUMB | FORE | MIDDLE | RING | LITTLE |
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SITE PLAN OF PART R.S DAG NO. 457, L.R. NO. 558 AT MOUZA, J.L 35, L.R. KHATIAN NO. 4697, P.S. SONARPUR, DIST 24 PGS (SOUTH)



| DAG NO | AREA(DECIMAL) | | |
|--------|---------------|--|--|
| 457 | 8.0000 | | |
| TOTAL | 8.0000 | | |



SCIENCE STEEMEN OF AUTH. SIGNATORY/TRUSTEE
SIGNATURE OF VENDOR(S)

MCFRO Developers M. Lid



Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.R.A. - I KOLKATA, District- Kolkata Signature / LTI Sheet of Serial No. 09253 / 2013

I. Signature of the Presentant

| Name of the Presentant | Photo | Finger Print | Signature with date |
|---|------------|-------------------|---------------------|
| Chirag Ghosal 2, Manook Lane, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001 | 08/10/2013 | LTI 08/10/2013 | Que 15 |

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

| SI No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|---|--------|------------|----------------|--------------|
| | Rakesh Binaykia Address - 12, Prananath Pandit Street, Kolkata, Thana: Bhawanipore, District: South 24-Parganas, WEST BENGAL, India, Pin :-700025 | Self | 08/10/2013 | LTI 08/10/2013 | ¿ mayrio |
| 2 | Chirag Ghosal Address -2, Manook Lane, Kolkata, Thana: Hare Street, District:-Kolkata, WEST BENGAL, India, Pin: 700001 | Self | | J. (12) | Juester . |
| | | | 08/10/2013 | 08/10/2013 | CHIRAG GHOLA |

Name of Identifier of above Person(s)

Tapas Kumar Maity 7 C. K. S. Roy Road., Kolkata, Thana: -Hare Street, District: -Kolkata, WEST BENGAL, India, Pin.:-700001

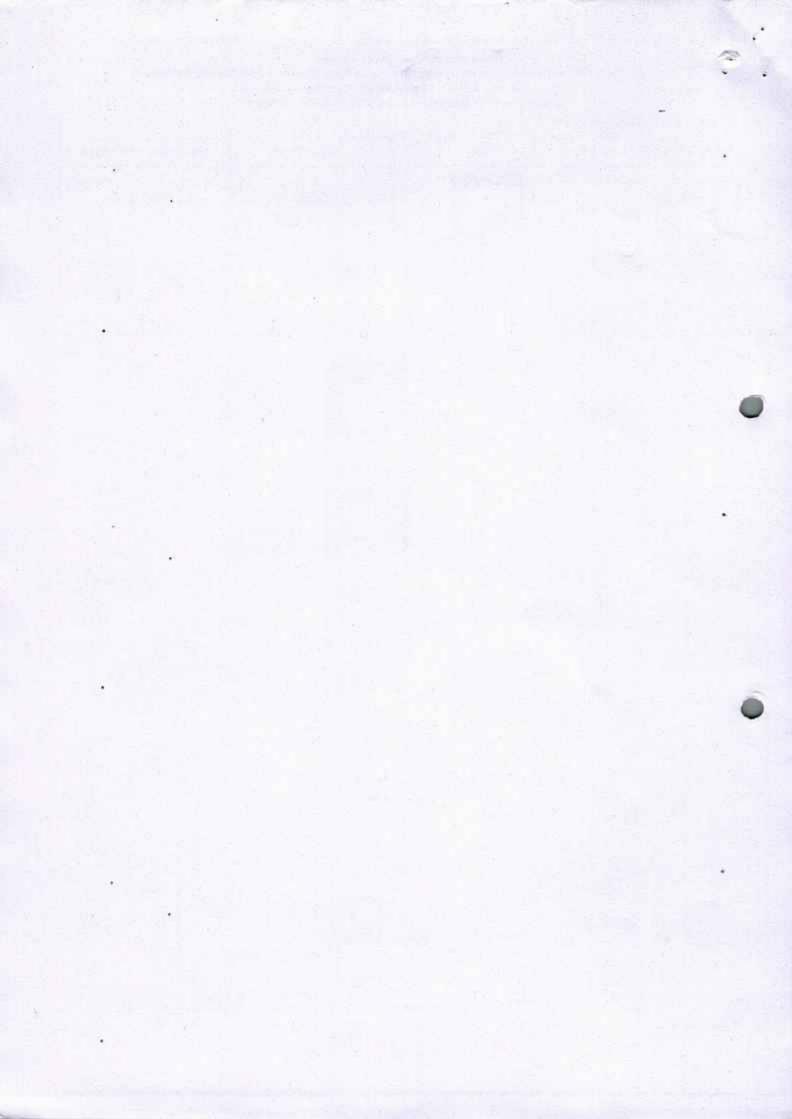


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(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA

08/10/2013



Government Of West Bengal Office Of the A.R.A. - I KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 09789 of 2013 (Serial No. 09253 of 2013 and Query No. 1901L000023966 of 2013)

On 08/10/2013

Payment of Fees:

Amount by Draft

Rs. 18270/- is paid, by the draft number 202507, Draft Date 08/10/2013, Bank Name State Bank of India, Jadu Babus Bazar (Northern Park), received on 08/10/2013

(Under Article : A(1) = 18172/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 08/10/2013)

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.-16,52,500/-

Certified that the required stamp duty of this document is Rs.- 99170 /- and the Stamp duty paid as: Impresive Rs.- 100/-

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

Presented for registration at 13.55 hrs on :08/10/2013, at the Office of the A.R.A. - I KOLKATA by Chirag Ghosal Claimant.

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

Execution is admitted on 08/10/2013 by

Rakesh Binaykia

Auth. Signatory/ Trustee, Swami Vivekananda Institute Of Science & Technology, 12. Prananath Pandit Street, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025.

. By Profession: Others

 Chirag Ghosal Director, Mcpro Developers Pvt. Ltd., 2, Manook Lane, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700001.

. By Profession : Others

Identified By Tapas Kumar Maity, son of Kanailal Maity, 7 C, K, S, Roy Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste: Hindu, By Profession: Law Clerk.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 09/10/2013

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, 5 of Indian Stamp Act 1899.

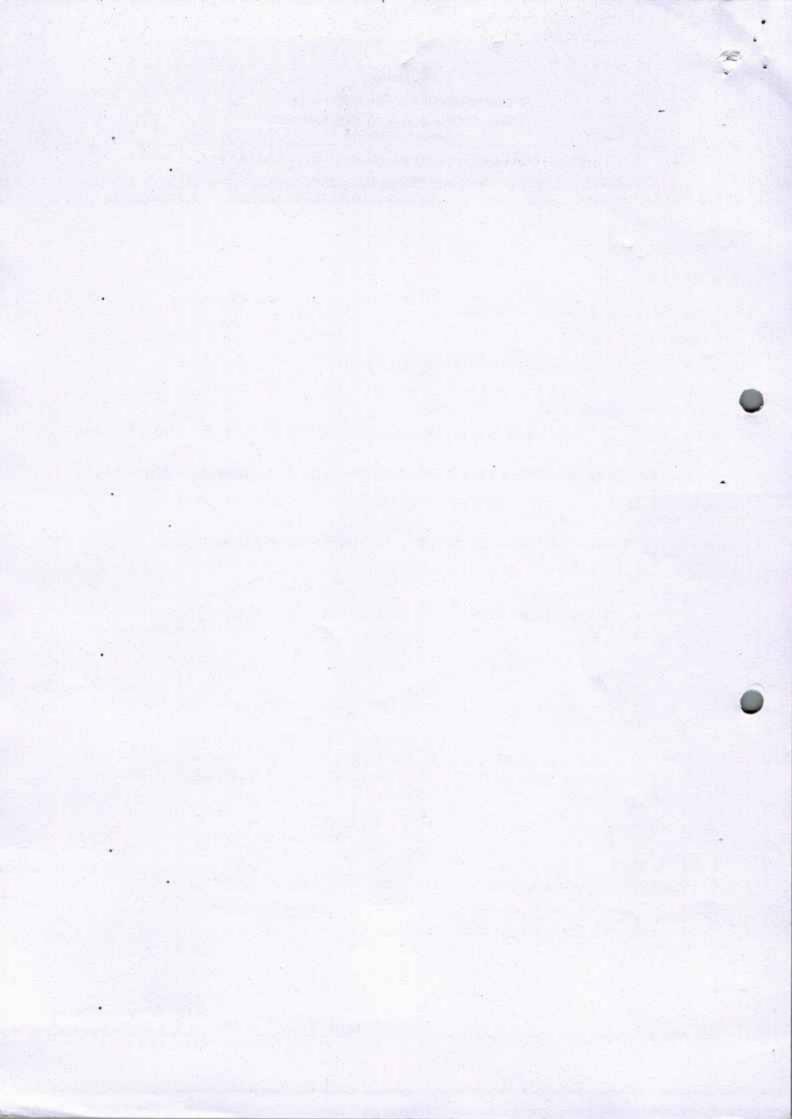
OF ASSURANCES-I, KOLKATA

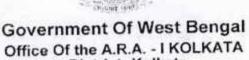
(Dinabandhu Roy)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 2

09/10/2013 17:52:00





District:-Kolkata

Endorsement For Deed Number : I - 09789 of 2013 (Serial No. 09253 of 2013 and Query No. 1901L000023966 of 2013)

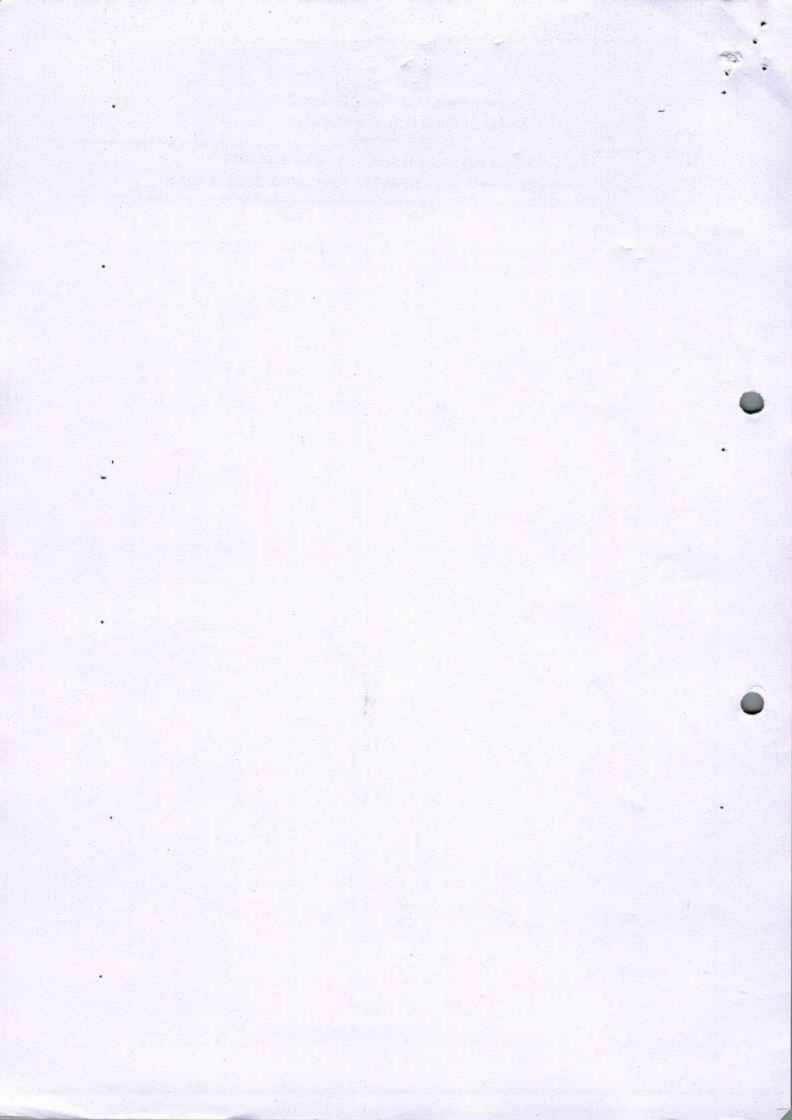
Deficit stamp duty

Deficit stamp duty Rs. 99070/- is paid , by the draft number 202531, Draft Date 08/10/2013, Bank : State Bank of India, Jadu Babus Bazar (Northern Park), received on 09/10/2013

(Dinabandhu Roy) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

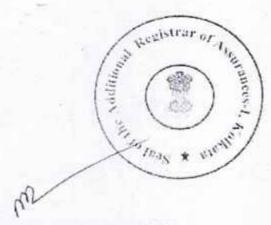


(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book -1 CD Volume number 19 Page from 983 to 1002 being No 09789 for the year 2013.



(Dinabandhu Roy) 17-October-2013 ADDL, REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal

