

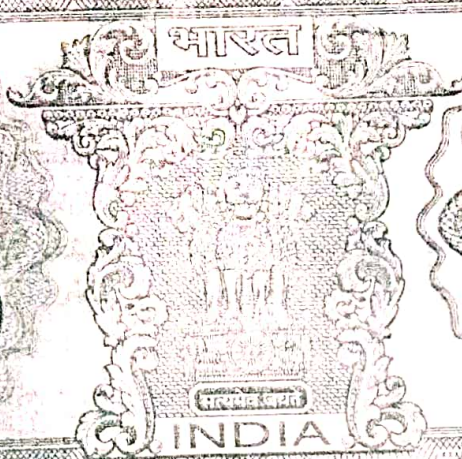
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FIFTY
RUPEES
RS.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

VK-2230/13

M 893494

Certified that the foregoing is a true and correct copy of the original as filed in the office of the Registrar of Instruments, West Bengal, on the date mentioned above.

A
Registrar

01.10.13

Indenture of Conveyance

This Indenture of Conveyance made on this 25th day of September, 2013,

BETWEEN

M/S. A2 SERVICES, a Partnership Firm within the meaning of Indian Partnership Act, 1932, having its registered office and principal place of business previously at 44/117A, Raja Ram Mohan Roy Road, Kolkata – 700 082, and presently at Pearl Elegance, Ground Floor, 1554 Madurdaha, Post Office – EKTP, Kolkata – 700107, being represented by its partners (1) SHRI ANIRUDDHA MUKHERJEE, son of Shri Nikhil Mukherjee of 64, Radha Krishan More, Nilkuthi Danga, S. C. Sen Road, Purulia and 2) SHRI ARNAB DASGUPTA, son of Late Goutam Dasgupta of previous residence at –

J.I. 250

J.I. 100

139, under Khatian No.101, J.L. No. 25, Touzi No. 56, lying and situate

44/117A, Raja Rammohan Roy Road, Metro Park, Kolkata- 700082, now residing at Pearl Elegance, Flat No. – 01, 1554 Madurdaha, Post – EKTP, Kolkata – 700107, hereinafter collectively referred to as the **VENDOR** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors-in-interest/successors, respective partners, legal representatives, administrators, and assigns) of the **ONE PART.**

AND

SMT. ILA DEY wife of Mr. Swapan Kumar Dey, **MR. SAPTARSHI DEY** son of Mr. Swapan Kumar Dey both by faith – Hindu, by Occupation – Business, both residing at 83, Shakespearean Sarani, P.S. Beniapukur, Kolkata – 700017, hereinafter collectively referred to as **PURCHASERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators successors, and assigns) of the **OTHER PART.**

WHEREAS:-

- A. By reason of an Indenture dated 14.07.1978 registered in the office of the D.S.R. Alipore, duly recorded in Book No. I, being Deed No. 4092 for the year 1978, the Jadavpur Co-operative Land and Housing Society Limited, a housing Society, registered under the West Bengal Co-operative Society Act, 1940 (Registration No.116/CAL OF 1965) and having its Registered Office at Jadavpur University, P.S. Jasavpur, Kolkata - 700032 (hereinafter called the **SAID SOCIETY**) had purchased ALL THOSE several pieces and parcels of land measuring about 10.93 Acres, comprised with Dag Nos. 83, 87, 88, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, touzi No. 56, lying and situate at Mouza – Nayabad, P.S. Kasba, District – South 24- Parganas, which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;
- B. By reason of another Indenture dated 08.02.1979 registered in the office of the D.S.R. Alipore, duly recorded in Book – I, being Deed No. 590 for the year 1979, the aforesaid Society had purchased ALL THOSE several pieces and parcels of land admeasuring 10.93 Acres comprised with Dag Nos. 83, 85, 87, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, lying and situate

at Mouza Nayabad, P.S. Kasba, District South 24-Parganas, which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;

C. By reason of another Indenture dated 03.12.1979 registered in the Office of the D.S.R. Alipore, duly recorded in Book No. I, Deed No. 5334 for the year 1979, the said Society had purchased ALL THAT piece and parcel of land admeasuring 1 Bigha and 11 Cottah (0.53 1/2 Acres) comprised with Dag No.139, under Khatian No. 90, in J.L. No. 25, Touzi No. 56, R.S. No. 3, lying and situate at Mouza – Navabad, P.S. Kasba, District South 24-Parganas, which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;

D. By reason of another Indenture dated 03.12.1979 registered in the office of the D.S.R. Alipore, duly recorded in Book No. I, Deed No.5335 for the year 1979, the aforesaid Society had purchased ALL THAT piece and parcel of land admeasuring 16 Cottahs and 8 Chittack (0.28 1/2 acres) comprised with Dag No.139, under Khatian No. 90, in J.L. No. 25, Touzi No. 56, R.S. No. 3, lying and situate at Mouza Nayabad, P.S. Kasba, District South 24-Parganas, which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;

E. By reason of another Indenture dated 03.12.1979, registered in the Office of the D.S.R. Alipore, duly recorded in Book No. I, Deed No. 5336 for the year 1979 the aforesaid Society had purchased ALL THAT a piece and parcel of land admeasuring 3 Bighas (0.99 Acres) comprised with Dag No. 196, under Khatian No.76, in J.L. No. 25, Touzi No.56, R.S. No. 3, lying and situate at Mouza – Nayabad, P.S. Kasba, District of South 24-Parganas, which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;

F. By the reason of another Indenture dated 21.12.1979, registered in the office of the D. S. R. Alipore, duly recorded in Book I, Deed No. 6957 for the year 1979, the aforesaid Society had purchased ALL THOSE several pieces and parcels of land admeasuring 10.93 acres comprised with Dag Nos. 83 and 135, under Khatian No. 101, in J.L. No. 25, Touzi

No. 56, R.S. No. 3, lying and situate at Mouza – Nayabad, P.S. Kasba, District South 24 - Parganas, which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;

- G. By the reason of another Deed of Sale dated 29.04.1980 registered in the office of the D. S. R. Alipore, duly recorded in Book No. 1, Deed No. 3223, for the year 1980, the aforesaid Society had purchased **ALL THOSE** several pieces and parcels of land admeasuring **10.92 Acres** comprised with Dag Nos. 83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139, Khatian No. 101, in J. L. No. 25, Touzi No. 56, R.S. No. 3, lying and situate at Mouza – Nayabad, P. S. – Kasba, District South 24 Parganas which particularly described in the Schedule therein the said Indenture, at the valuable consideration as enshrined therein;
- H. By the reason of the aforesaid registered Indentures as described the aforesaid Society became the sole and absolute owner of **ALL THOSE** several pieces and parcels of land admeasuring **45.52 Acres (137 Bighas 5 Cottahs 7 Chittak and 31 sq. ft.)** (hereinafter referred to as the **said Entire Land**) and recorded its name with the office of J. L. R. O Behala by order vide Memo Nos. 2086, 2087 and 2089 dated 06.06.1980 as an absolute Raiyat of the said land.
- I. In pursuance of the object of developing to the said entire land for residential purpose of the members of the said Society effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different areas and measurements for distribution among the members of the said Society.
- J. Pursuant to a resolution of the said Society dated 02.05.1987 and by the reason of an Indenture dated 31.12.1988 registered in the office of the District Sub-Registrar at Alipore, and recorded in Book No. 1, Volume No. 12, Pages 22 to 25, being no. 462 for the year 1989 made between said The Jadavpur Co-operative Land and Housing Society Limited, therein referred to as the **Vendor Society** and **Smt. Rekha Sen (Roy)** therein referred to as the **PURCHASERS**, whereby and where under the said **Vendor Society** had sold, transferred, conveyed assigned and assured **ALL THAT** piece and parcel of a plot of landed

property admeasuring **3 Cottahs, 12 Chittack and 36 Sq. Ft.** being Plot No. 77 (Phase 1A), comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R. S. No. 3, lying and situate at Mouza – Nayabad, P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation Ward No. 109, District South 24 Parganas, unto and in favor of the said **Smt. Rekha Sen (Roy)**, absolutely and for ever;

- K. By the reason of Indenture dated 22nd February, 2002 registered in the office of the D. S. R. –III, Alipore, 24 Parganas (S) and recorded in Book No. 1, Volume No. 44, Pages 476 to 486, Being No. 2298 for the year 2002, the said **Smt. Rekha Sen (Roy)** had sold her said land i.e. **ALL THAT** a piece and parcel of a plot of landed property admeasuring **3 Cottahs, 12 Chittack and 36 Sq. Ft.** being Plot No. 77 (Phase 1A), comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R. S. No. 3, lying and situate at Mouza – Nayabad, P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation Ward No. 109, District South 24 Parganas, unto and in favor of **Shri Amalesh Chakraborty**, absolutely and for ever;
- L. By the reason of an Indenture dated 30/06/2008, made between the said **Shri Amalesh Chakraborty**, therein referred to as the **Vendor** of the One Part and **M/s. A2 Services**, therein referred to as the **PURCHASERS** of other part and the **Vendor** herein, which registered with the DSR – III Alipore, duly recorded in Book No. 1, volume No. 12, pages from 4636 to 4654 being No. 4081 for the year 2008, whereby and where under the said vendor **Shri Amalesh Chakraborty** had sold, transferred, conveyed, assigned and assured the said **ALL THAT** a piece and parcel of a plot of landed property admeasuring **3 Cottahs, 12 Chittack and 36 Sq. Ft.** being Plot No. 77 (Phase 1A), comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R. S. No. 3, lying and situate at Mouza – Nayabad, P.S. Purba Jadavpur, within the limits of the Kolkata Municipal Corporation Ward No. 109, District South 24 Parganas, unto and in favor of the said **M/s. A2, Services**, absolutely and for ever;
- M. By the reason of another indenture dated 31.12.1988, registered with the District Sub Register, Alipore, duly recorded in Book No. 1, volume

Nos. , pages from to being No. 618 for the year 1989, made between the said Society therein referred to as the Vendor Society and **Shri Tapan Kumar Sen**, there in referred to as the PURCHASERS, whereby and where under the said Society had, sold, transferred, conveyed, assigned and assured the said ALL THAT piece and parcel of a plot of landed property admeasuring 3 Cottahs, 8 Chittack and 40 Sq. Ft. being Plot No. 40 (Phase 1), comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R. S. No. 3, lying and situate at Mouza – Nayabad, P.S. Kasba, District South 24 Parganas, unto and in favor of the said **Shri Tapan Kumar Sen**, absolutely and for ever;

- N. By the of reason an Indenture dated 19.05.2006, registered with the District sub Register – III, Alipore, South 24 Parganas, in the said Society had duly recorded in Book No. 1, volume Nos. 20, pages from - 5688 to 5704 being No. 8196 for the year 2006, made between the said **Shri Tapan Kumar Sen** therein referred to as the Vendor and **Shri Amalesh Chakraborty**, there in referred to as the PURCHASERS, whereby and where under the said **Shri Tapan Kumar Sen** had, sold, transferred, conveyed, assigned and assured the said ALL THAT piece and parcel of a plot of landed property admeasuring 3 Cottahs, 8 Chittack and 40 Sq. Ft. being Plot No. 40 (Phase 1), comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R. S. No. 3, lying and situate at Mouza – Nayabad, P.S. Purba Jadavpur, within the limits of ward No. 109 of the Kolkata Municipal Corporation, District South 24 Parganas, unto and in favor of the said **Shri Amalesh Chakraborty**, absolutely and for ever;
- O. By the reason an Indenture dated 30.06.2008, registered with the District Sub Register – III, Alipore, South 24 Parganas, in the said Society had duly recorded in Book No. 1, volume No.12, pages from 3567 to 3585 being No. 4078 for the year 2008, made between the said **Shri Amalesh Chakraborty** therein referred to as the Vendor of one part and **M/s. A2 Services**, there in referred to as the PURCHASERS of other part and the Vendor herein, whereby and where under the said **Shri Amalesh Chakraborty** had, sold, transferred, conveyed, assigned and assured the said ALL THAT a piece and parcel of a plot of

residential landed property admeasuring **3 Cottahs, 8 Chittack and 40 Sq. Ft.** being Plot No. 40 (Phase 1), comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R. S. No. 3, lying and situate at Mouza – Nayabad, P.S. Kasba, District South 24 Parganas, unto and in favor of the said **M/s. A2 Services**, absolutely and for ever;

- P. By an order dated 16/09/2013 passed by the Kolkata Municipal Corporation the said two Plots of land being Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A) were mutated in the name of the said M/s A2 Services and vide its assessee No. 31-109-08-1430-1 and KMC Premises No. 1430 Nayabad for Plot No. 40 (Phase 1) and assessee No. 31-109-08-6101-7 and KMC Premises No. 3050 Nayabad for Plot No. 77 (Phase 1A);
- Q. By an order dated 17/09/2013, vide KMC Memo No. M/109/17-SEP-13/539 passed by the Kolkata Municipal Corporation the said two Plots of land being Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A) were amalgamated and renumbered as premises No. 3050 Nayabad.
- R. By the reason of the aforesaid two indentures the said **M/s. A2 Services**, the Vendor herein became the sole and absolute owner of and/or absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of landed property admeasuring **7 (Seven) Cottahs, 5 (Five) Chittacks and 31 (Thirty One) Sq. Ft.** being Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A) comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R.S. No. 3, at Mouza – Nayabad, together with a strictures admeasuring 200 Sq. Ft. lying and situated at and being municipal premises No. 3050 Nayabad, under P.S. - Purba Jadavpur, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, ADSR – Sealdah, District South 24 Parganas, herein after referred to as the **SAID PROPERTY** particularly described in the **First Schedule** hereunder written;
- S. True and Correct Representations: The OWNER is the absolute and undisputed Owner of the said PROPERTY, and, such Ownership having been acquired in the manner stated above, the contents of which are all true and correct.

T. **Representations, Warranties and Covenants regarding Encumbrances:-**

The Owner represents, warrants and covenants regarding encumbrances as follows:

- a. **No Acquisition/Requisition:** The Owner has not received any notice from any authority for acquisition, requisition or vesting of the said PROPERTY and declares that the said PROPERTY is not affected by any scheme of the Government or any Statutory Body.
- b. **No Encumbrance by Act of Owner:** the Owner has 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.
- c. **Right, Power and Authority to Sell:** The Owner has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said PROPERTY to the PURCHASERS.
- d. **No Dues:** No tax in respect of the said PROPERTY is due to any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Owner.
- e. **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.
- f. **No Mortgage:** any mortgage or charge has been created by the owner by depositing the title deed or otherwise over and in respect of the said PROPERTY or any part thereof.
- g. **Free from All Encumbrances:** the said PROPERTY is now free from all claim, demand encumbrance, mortgage, charge, lien, attachment, lispendens, uses, debutors, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Owner and/or any person or persons having or lawfully, rightfully or equitably claiming any estate

or interest therein through, under or in trust for the Owner and/or the OWNER and the title of the Owner to the said PROPERTY is free, clear and marketable.

- h. **No personal Guarantee:-** The said PROPERTY is not affected by or subject to any personal guarantee for securing any financial accommodation.
 - i. **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from selling, transferring and/or alienating the said PROPERTY or any part thereof.
- U. The Owner has represented, assured, undertook and declared that it has owned, acquired, seized and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of landed property admeasuring **7 (Seven) Cottahs, 5 (Five) Chittacks and 31 (Thirty One) Sq. Ft.** being Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A) comprised with portions of Dag No 132, under Khatian No. 101, in J.L. No. 25, Touzi No. 56, R.S. No. 3, at Mouza – Nayabad, together with stricture admeasuring 200 Sq. Ft. lying and situated at and being municipal premises No. 3050 Nayabad, under P.S. - Purba Jadavpur, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, ADSR – Sealdah, District South 24 Parganas, (more fully described and particularly mentioned in the FIRST SCHEDULE hereunder written and delineated on the plan duly bordered thereon in RED and annexed hereto being "ANNEXURE – I");
- V. Relying upon the aforesaid representations of VENDOR and believing the same to be true and correct, the PURCHASERS has agreed to Purchase and acquire the said Property and the VENDOR has agreed to sell and transfer the said Property in favor of the PURCHASERS herein comprising of **ALL THAT** piece and parcel of landed property admeasuring **7 (Seven) Cottahs, 5 (Five) Chittacks and 31 (Thirty One) Sq. Ft.** being Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A) comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R.S. No. 3, at Mouza – Nayabad, together with a strictures admeasuring 200 Sq. Ft. lying and situated at and being municipal premises No. 3050 Nayabad, under P.S. - Purba Jadavpur,

within the limits of Ward No. 109 of the Kolkata Municipal Corporation, ADSR – Sealdah, District South 24 Parganas, hereinafter referred to as the "Property" more specifically described in the **FIRST SCHEDULE** hereunder written, is free from all encumbrances of any and every nature whatsoever, and not limited to any mortgage, charge, security, interest, lien, pledge, hypothecation, assignment by way of security, equity, claim, right, option, covenant, restriction, reservation, lease, license, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of OWNERSHIP or any other third party right or encumbrance of any nature whatsoever at and for a total consideration of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs) Only.**

- W. Upon believing the representations about the right, title and interest of the **VENDOR** of what is stated hereinabove the **PURCHASERS** have agreed and requested the **VENDOR** to complete the conveyance of the said **Property** by execution of the Deed of Conveyance and the **VENDOR** has agreed to complete the same as stated hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- A. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs) Only** paid by the **PURCHASERS** to the **VENDOR** on or before the execution of these presents (the receipt whereof the **VENDOR** doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and discharge the **PURCHASERS** and the said **Property**) the **VENDOR** doth hereby grant transfer unto the **PURCHASERS** **ALL THAT** piece and parcel of landed property admeasuring **7 (Seven) Cottahs, 5 (Five) Chittacks and 31 (Thirty One) Sq. Ft.** being Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A) comprised with portions of Dag No 132, under Khatian No. 101, in J. L. No. 25, Touzi No. 56, R.S. No. 3, at Mouza – Nayabad, together with a R.T. strictures admeasuring 200 Sq. Ft. lying and situated at and being municipal premises No. 3050 Nayabad, under P.S. - Purba Jadavpur, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, ADSR – Sealdah, District South 24 Parganas, which delineated in map or plan hereto annexed and bordered in "RED" thereon and more fully and particularly described in the **FIRST**

SEHEDULE hereunder written **HOWSOEVER** otherwise the said **Property** now or heretofore were or was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** the said **Property** or ground whereupon or on part whereof the same is erected and built together further with all and singular the structures, outhouses, yards, courts, areas, gardens, trees, ditches, ways, sewers, drains, water, watercourses, fixtures, liberties, privileges, advantages of ancient and other rights, utilities, easements, and appurtenances whatsoever to the said **Property** or any part thereof belonging or in any way appurtenant to or with the same or any part thereof **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the **VENDOR** in, to, upon or in respect of the said property and every part thereof **AND** all deeds, pottahs, writings, muniments and evidences of title relating thereto or any part thereof relate to the said **Property** or any part or parcel thereof which now are or may hereafter be in the possession or custody of the **VENDOR** or any person or persons from whom the **VENDOR** may procure the same without any action at law or in equity **TO HAVE AND TO HOLD** the said **Property** and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances and the inheritance thereof in fee simple unto and to the use of the **PURCHASERS** absolutely and forever, free from all encumbrances of any and every nature whatsoever, and not limited to any mortgage, charge, security, interest, lien, pledge, hypothecation, assignment by way of security, equity, claim, right, option, covenant, restriction, reservation, lease, license, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of **OWNERHIP** or any other third party right or encumbrance of any nature whatsoever. The **VENDOR** doth hereby handover true, vacant and peaceful possession of the said property unto and in favor of the **PURCHASERS**.

ii. The **VENDOR** and its partners hereby covenant with the **PURCHASERS**:-

- a. That notwithstanding any act, deed or thing by the **VENDOR** or any of his predecessors in title, the **VENDOR** has in itself/themselves good right, full power and absolute authority to grant, convey, transfer and

assure the said **Property** hereby conveyed and transferred and assured or intended so to be unto and to the use of the **PURCHASERS** in the manner aforesaid.

- b. That it shall be lawful for the **PURCHASERS** from time to time and at all times hereafter to peaceably and quietly hold, enter upon, occupy, possess and enjoy the said **Property** hereby granted with the appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its/their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the **VENDOR** or by any person or persons, lawfully and equitably claiming from under or in trust for the **VENDOR** or any of its predecessors in title.
- c. And that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the **VENDOR** well and sufficiently save indemnified or from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the **VENDOR** or any of its predecessors in title or any person or persons lawfully or equitably claiming as aforesaid.
- d. The **VENDOR** shall and will from time to time and at all times hereafter at the request and cost of the **PURCHASERS** do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, assignments and assurances in the law including executing and signing all such letters, forms, applications, deeds, documents, writings and papers, if any, whatever for more perfectly and absolutely transferring conveying and assuring of the said **Property** and every part thereof sold, conveyed, transferred, and assured unto the **PURCHASERS** in the manner aforesaid.
- e. That the **VENDOR** shall and will at all times hereafter at the request and cost of the **PURCHASERS** produce to it or as it shall direct all the hereinbefore recited deeds documents and writings for evidencing the title to the said **Property** and also furnish to the **PURCHASERS** copies of or extracts from the said deeds and writings and shall and will in the meanwhile keep the same safe, damage by fire or other accident excepted.

- f. The **VENDOR** shall at all times hereafter indemnify and keep indemnified the **PURCHASERS** against loss, damages, costs, charges and expenses, if any suffered by reason of any defect in the title of the **VENDOR** or any breach of the covenants herein contained.
- III. The **VENDOR** and its partners further represent and warrant as under-
- (a) That all charges towards rates, cesses, taxes, outgoings including Municipal taxes, land revenue, local taxes and charges and such other taxes and levies by the concerned local authorities and/or government till date to be paid by the **VENDOR**, and all arrears thereof payable by the **VENDOR** in respect thereof and observed and performed all the terms, conditions and covenants stipulated in title documents in respect of the said **Property** and that the **VENDOR** has not received at any time any notice for acquisition or requisition by any authority or any written notice of a claim from any third party affecting the Ownership or possession of the said **Property** or any part thereof. The **VENDOR** shall always be liable to pay all outstanding and taxes which are imposed on and in relation to the said **Property** for the period prior to the execution of these presents.
- (b) The **VENDOR** has not received any notice of attachment, acquisition or requisition relating to the said **Property** or any portion thereof.
- (c) Immediately prior to the execution of this Deed, save the **VENDOR**, no other person(s) or entity is in actually or conditionally entitled to possess, occupy, use or control of the said **Property** or any part thereof.
- (d) The **VENDOR** has a legal right, title and interest and has good and marketable title to the said **Property** and the said **Property** is free from all encumbrances of any and every nature whatsoever, and also not limited to any mortgage, charge, security, interest, lien, pledge, hypothecation, assignment by way of security, equity, claim, right, option, covenant, restriction, reservation, lease, license, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of **OWNERSHIP** or any other third party right or encumbrance of any nature whatsoever

- (e) Save and except the aforesaid agreement, the **VENDOR** has not prior to this Deed entered into any subsisting agreements, arrangements in oral or written with regard to the sale of the said **Property** or any part thereof.
 - (f) There are no charges, mortgages or other encumbrances existing in or over the said **Property** or any part thereof.
 - (g) No litigation is pending nor to the knowledge of the **VENDOR** threatened in respect of the said **Property**, nor have the **VENDOR** received any written notice or process of any court or other governmental authority restraining the **VENDOR** from selling transferring or otherwise disposing off the said **Property** or for attachment of the said **Property**.
 - (h) That there is no written notice of any subsisting default or breach on the part of the **VENDOR** of any provisions of law in respect of the said **Property** or any part thereof.
 - (i) The approach road to the said property is a public road and that the **VENDOR** has free access to the said property without any payments to any third party.
 - (j) There are no proceedings instituted by or against the **VENDOR** and its said partners and pending in any Court or before any authority in relation to the said **Property** and the said **Property** is not under any *lis-pendences*.
- IV. The **VENDOR** has on the execution of this Deed delivered all the relevant title documents in original as recited in this indenture with respect to the said **Property** to the **PURCHASERS** including all other related revenue records and documents and extracts thereof and the **PURCHASERS** acknowledge receipt of the same. The list of documents particularly described in the **SECOND DCHEDULE** herein below, which is the part of this indenture. The **VENDOR** affirms that the **VENDOR** has no other documents. The **VENDOR** further covenants that if they come to possess any like documents in relation to the said **Property**, the same will be handed over to the **PURCHASERS**, without any delay and without any additional consideration payable.
- V. The **VENDOR** is aware that the **PURCHASERS** have entered into this Deed based on the representations, declarations and covenants herein

and the **VENDOR** hereby indemnifies and agrees to keep indemnified and hold harmless the **PURCHASERS** from and against all actual losses and expenses suffered by the **PURCHASERS** in respect of the said **Property** as a direct result of the representations/ declarations/ covenants made in this Deed being false or incorrect.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of landed property admeasuring **7 (Seven) Cottahs, 5 (Five) Chittacks and 31 (Thirty One) Sq. Ft.** comprised with Plot No. 40 (Phase 1) and Plot No. 77 (Phase 1A), under portions of Dag No 132, Khatian No. 101, J. L. No. 25, Touzi No. 56, R.S. No. 3, at Mouza – Nayabad, together with a R.T. strictures admeasuring 200 Sq. Ft. lying and situated at and being municipal premises No. 3050 Nayabad, under P.S. - Purba Jadavpur, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, ADSR – Sealdah, District South 24 Parganas, delineated on the Map or Plan hereto and bordered in RED thereof and butted and bounded as follows :-

ON THE NORTH : By Plot No. 41.
 ON THE EAST : By Plot No. 57 & Plot No. 58.
 ON THE SOUTH : BY 40 Feet wide Road
 ON THE WEST : By 25 Feet wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

List of Original/certified copy of Deeds and Documents

1. Mutation Certificates;
2. Land Revenue and Corporation Tax Receipts.
3. Corporation tax receipts;
4. Original Title Deed, vide Being No. 4081 of year – 2008, between Sri Amalesh Chakraborty and A2 Services.
5. Original Title Deed, vide Being No. 2298 of year 2002, between Smt.Rekha Sen (Roy) and Sri Amalesh Chakraborty.
6. Original Title Deed, vide Being No. 462 of year 1989, between The Jadavpur Co-operative Land and Housing Society Limited and Smt. Rekha Roy.
7. Original Title Deed, vide Being No. 4078 of year – 2008, between Sri Amalesh Chakraborty and A2 Services.
8. Original Title Deed, vide Being No. 8196 of year 2006, between Sri Tapan Kumar Sen and Sri Amalesh Chakraborty.

9. Original Title Deed, vide Being No. 618 of year 1989, between The Jadavpur Co-operative Land and Housing Society Limited and Sri Tapan Kumar Sen.

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

Witnesses:-

1) *Gokul Mistry*
GOKUL MISTRY

S/O Late Taraprasanna Mistry
12/3, Ramkrishna Nagar
Kolkata - 63.

Alfa 50760
ALFA 50760

2 SERVICES

Shambhu Gupta

ALFA 50760

SIGNED AND DELIVERED by the
VENDOR

2)

Satish Paul
S/O - Madan Ch. Paul
10, old post office Street
Kolkata - 700001

Shan Dey
(ILADY) ACUPDT293F

Saptarshi Dey
(SAPTARSHI DEY) ADVPD9847K

SIGNED AND DELIVERED by the
PURCHASERS

Drafted by

Susmita Mahata (Advocate)

10, old post office Street
Left Block, Room No 30

Front Floor
Kolkata - 700001

RECEIVED of and from the within named PURCHASERS the within mentioned sum of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs) Only being the entirety of the consideration amount payable under these presents as per memo below:-

MEMO OF CONSIDERATION

Date	Bank Name	Person Name	Pay order/Banker's Cheque no.	Consideration
24.09.13	Axis Bank	A2. Services	042017	Rs.64,35,000/-
24.09.13	Axis Bank	A2. Services	042018	Rs.64,35,000/-
		TDS		Rs. 1,30, 000/-
			Total	Rs.1,30,00,000/-

WITNESSES: *gmb*

1. GOKUL CH. MISTRY

Am. Datta Mishra

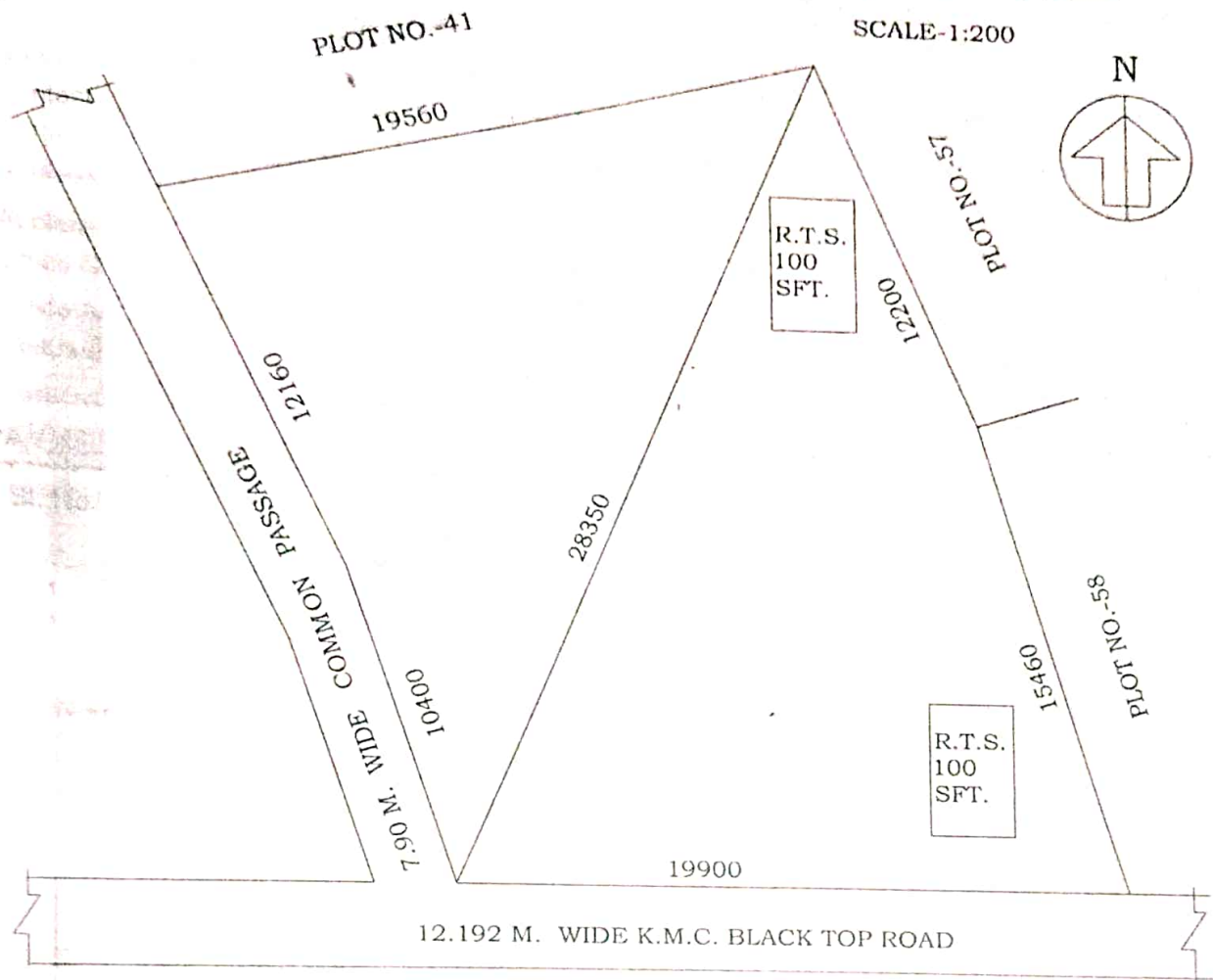
Arunak Das Gupta

Signature of VENDOR

2.

Sahabpal

NO. -3050, NAYABAD, WARD NO.-109, BOROUGH-XII, P.S.- PURBA
 AREA OF THE LAND = 492.01 SQM. (07 K.-05 CH.-31 SFT.), SHOWN IN RED
 ORDER



Handwritten signature of vendor

SIGNATURE OF VENDOR

Handwritten signature of purchaser

SIGNATURE OF PURCHASER(S)

Stamp: **DR. P. S. CHATTERJEE**
 8/10/99

DRAWN BY-

Handwritten signature of drafter

P-88, J.U. EMPL. HOUSING CO-OP. SOCIETY LTD., KOL-99

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

Sms

BRN: 19-201314-000379261-1
BRN Date: 24/09/2013 11:37:52
BRN: 10187425

Payment Mode: Online Payment
Bank: AXIS Bank
BRN Date: 24/09/2013 16:13:45

DEPOSITOR'S DETAILS

Id No. : 1901L000023171/1/2013
(Query No./Query Year)


Name : GOPAL PAHARI
Contact No. : 9830710383 Mobile No. : +91 9830710383
E-mail :
Address : 10 OLD POST STREET
Applicant Name : Gopal Pahari
Office Name : A.R.A. - I KOLKATA, Kolkata
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	1901L000023171/1/2013	Property Registration- Stamp duty	0030-02-103-003-02	910020
2	1901L000023171/1/2013	Property Registration- Registration Fees	0030-03-104-001-16	143067
Total				1053107

In Words : Rupees Ten Lakh Fifty Three Thousand One Hundred Seven only




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

Endorsement For Deed Number : I - 09500 of 2013
(Serial No. 08853 of 2013 and Query No. 1901L000023171 of 2013)

On 25/09/2013

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

Presented for registration at 17.25 hrs on :25/09/2013, at the Private residence by Saptarshi Dey , one of the Claimants

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

Execution is admitted on 25/09/2013 by

1. Aniruddha Mukherjee
Partner, M /s A 2 Services, 44/117 A, Raja Ram Mohan Roy Road, Kolkata, Thana:-Thakurpukur,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700082.
. By Profession : Others
2. Arnab Dasgupta
Partner, M /s A 2 Services, 44/117 A, Raja Ram Mohan Roy Road, Kolkata, Thana:-Thakurpukur,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700082.
. By Profession : Others
3. Ila Dey, wife of Swapan Kumar Dey , 83, Shakespeare Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017, By Caste Hindu, By Profession :
Others
4. Saptarshi Dey, wife of Swapan Kumar Dey , 83, Shakespeare Sarani, Kolkata, Thana:-Beniapukur,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017, By Caste Hindu, By Profession :
Business
Identified By Saheb Pal, son of Madan Ch Pal, 10, O . P . O . Street, Kolkata, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 26/09/2013

Certificate of Market Value(WB PUVI rules of 2001)

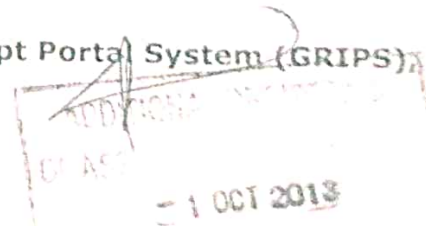
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,30,00,000/-

Certified that the required stamp duty of this document is Rs.- 910020 /- and the Stamp duty paid as Impresive Rs.- 50/-

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 28/09/2013

Registration Fees paid Online using Government Receipt Portal System (GRIPS)
Finance Department, Govt. of WB



(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

01/10/2013 14:26:00

EndorsementPage 1 of 2



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

**Endorsement For Deed Number : I - 09500 of 2013
(Serial No. 08853 of 2013 and Query No. 1901L000023171 of 2013)**

Registration Fees Rs 1,43,087/- paid online on 24/09/2013 4:13PM with Govt. Ref. No. 192013140003792611 on 24/09/2013 11:37AM, Bank: AXIS Bank, Bank Ref. No. 10187425 on 24/09/2013 4:13PM, Head of Account: 0030-03-104-001-16, Query No:1901L000023171/2013

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 9,10,020/- paid online on 24/09/2013 4:13PM with Govt. Ref. No. 192013140003792611 on 24/09/2013 11:37AM, Bank: AXIS Bank, Bank Ref. No. 10187425 on 24/09/2013 4:13PM, Head of Account: 0030-02-103-003-02, Query No:1901L000023171/2013

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 01/10/2013

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.

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

(Signature)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
01 OCT 2013

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

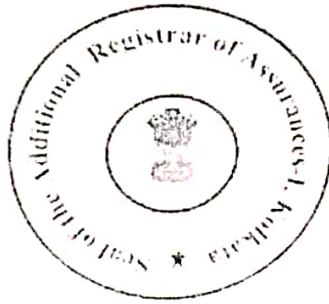
01/10/2013 14:26:00

EndorsementPage 2 of 2

	V	Thumb	Fore	Mid	Ring	Little
				(Right Hand)		

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 6011 to 6034
being No 09500 for the year 2013.



(Ashim Kumar Ghosh) 05-October-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal