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**Rs.10** 

# INDIA NON JUDICIAL

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Additional Registrar of Assurance-IV, Kolkata

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CONVEYANCE

Maniko Ce. Luido

Date: 7th June, 2016

Place: Kolkata

**Parties** 

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SAHA & RAY
Advocates

3A(1, 3rd Floor, Hastings Champers
7C, Kran Shankar Roy Road

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3.1 Manik Chandra Ruidas alias Manik Ruidas, son of Late Shibu Ruidas, by faith Hindu, by occupation Business, nationality Indian, residing at Patulia, Kalitala, Post Office Patulia, Kolkata-700119, Police Station Khardah, District North 24 Parganas [PAN ADHPR6780N] (Vendor, includes successors-in-interest)

#### And

3.2 **Booster Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street [PAN AAFCB3089A], represented by its authorized signatory, **Dibyendu Shekhar Das**, son of Nani Gopal Das, by faith Hindu, nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street [PAN BCZPD6675C] (Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance

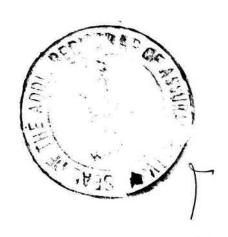
4.1 Said Property: (1) Land classified as danga (highland) measuring 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) cottah], more or less, out of 64 (sixty four) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No. 1591, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayat (PGP), Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas (collectively First Property), more fully described in the Part I of the 1st Schedule below and the location of the First Property is within the demarcated and delineated portion of R.S. Dag No. 762 in Plan A annexed hereto and bordered in colour Red thereon (2) land classified as bastu (homestead) measuring 2.5 (two point five) decimal [equivalent to 1.5152 (one point five one five two) cottah], more or less, out of 10 (ten) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No.1594, together with a tile shed structure erected thereon measuring 100 (one hundred) square feet, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas (collectively Second Property), more fully described in the Part II of the 1st Schedule below and the location of the Second Property is within the demarcated and delineated portion of R.S. Dag No. 762 in Plan B annexed hereto and bordered in colour Red thereon, the First Property and the Second Property are more fully and collectively described in the 2<sup>nd</sup> Schedule below (collectively Said Property) and together also with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

#### 5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:



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- 5.1.1 Ownership of Rabai Ruidas: Rabai Ruidas was the sole, recorded and absolute owner of land classified as danga (highland) measuring 42 (forty two) decimal, more or less, out of 83 (eighty three) decimal, being a portion of C.S. Dag No. 762, which was recorded in C.S. Khatian No. 750, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barrackpore (presently Sodepur), District 24 Parganas (presently North 24 Parganas) (Mother Property), free from all encumbrances.
- 5.1.2 **Sale to Gangaram Shah:** By a Deed of Sale in Bengali language (*Bikroy Kobala*) dated 12<sup>th</sup> May, 1951, registered in the Office of the Sub-Registrar, Barrackpore, 24 Parganas, in Book No. I, being Deed No.2135 for the year 1951, Rabai Ruidas sold the entirety of the Mother Property to Gangaram Shah.
- 5.1.3 **Sale to Giribala Baishya:** By a Deed of Sale in Bengali language (*Bikroy Kobala*) dated 6th July, 1956, registered in the Office of the Sub-Registrar, Barrackpore, 24 Parganas, in Book No. I, Volume No.64, at Pages 235 to 237, being Deed No.6129 for the year 1956, Gangaram Shah sold land measuring 17 (seventeen) decimal, more or less out of the Mother Property to Giribala Baishya.
- 5.1.4 Sale to Paresh Chandra Baishya: By a Deed of Sale in Bengali language (Bikroy Kobala) dated 6th July, 1956, registered in the Office of the Sub-Registrar, Barrackpore, 24 Parganas, in Book No. I, Volume No. 67, at Pages 160 to 162, being Deed No. 6128 for the year 1956, Gangaram Shah sold land measuring 25 (twenty five) decimal, more or less out of the Mother Property to Paresh Chandra Baishya.
- 5.1.5 **Demise of Giribala Baishya and Paresh Chandra Baishya:** Giribala Baishya and Paresh Chandra Baishya, both Hindu, governed by *Dayabhaga* School of Hindu Law, died intestate leaving behind them surviving, their only daughter, Bina Baishya, as their only legal heiress, who inherited the right, title and interest of (1) Late Giribala Baishya and (2) Paresh Chandra Baishya in the Mother Property, free from all encumbrances.
- 5.1.6 **Ownership of Bina Baishya:** In the above mentioned events and circumstances Bina Baishya became the sole and absolute owner of the Mother Property, free from all encumbrances.
- 5.1.7 **Segregation of C.S./R.S.** *Dag* **No. 762:** The C.S./R.S. *Dag* No. 762 was segregated into L.R. *Dag* Nos. 1591, 1593 and 1594 by the Block Land and Land Reforms Office, Barrackpore II, North 24 Parganas.
- 5.1.8 Ownership of Larger Property: Bina Baisya mutated her name in the records of Block Land and Land Reforms Office, Barrackpore II, North 24 Parganas and became the sole, recorded and absolute owner of (1) land classified as danga (highland) measuring 32 (thirty two) decimal, more or less, out of 64 (sixty four) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No. 1591, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas (collectively Bina's First Property) And (2) land classified as bastu (homestead) measuring 10 (ten) decimal, more or less, being the entirety of R.S. Dag No. 762, corresponding L.R. Dag No. 1594, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepur



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(formerly Barrackpore), District North 24 Parganas (collectively **Bina's Second Property**), the Bina's First Property and the Bina's Second Property (collectively **Larger Property**), free from all encumbrances.

5.1.9 **Demise of Bina Baisya:** Bina Baisya, a Hindu, governed by *Dayabhaga* School of Hindu Law, died intestate leaving behind her surviving, her daughter, Soma Das and her son, Nirmalendu Baisya, as her only legal heir and heiress, who jointly and in equal share inherited the right, title and interest of Late Bina Baisya in the Larger Property, free from all encumbrances. The ownership of the Larger Property is tabulated in the chart below:

Name of the Owner	R.S. Dag No.	L.R. Dag No.	Khatian Nos.	Total Area in Dag (in dec)	Area Owned (in dec)	Remarks
Soma Das	oma Das 762 1591 231 and 529 64 16					
Soma Das	762 1591	1594	231 and 529	10	5	Larger
Nirmalendu Baishya		1591	231 and 529	64	16	Property
Nirmalendu Baishya		231 and 529	10	5		
				Total:	42	

- 5.1.10 Ownership of Nirmalendu Baishya: Nirmalendu Baishya, being one of the legal heirs of Bina Baishya became the sole and absolute owner of (1) land measuring 16 (sixteen) decimal, more or less, out of Bina's First Property And (2) land measuring 5 (five) decimal, more or less, out of Bina's Second Property (collectively Nirmalendu's Property), free from all encumbrances.
- 5.1.11 **Demise of Nirmalendu Baishya:** Nirmalendu Baishya, a Hindu, governed by *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving, his wife, Nipa Baishya and his daughter, Evana Baishya, as his only legal heiresses, who jointly and in equal shares inherited the right, title and interest of Late Nirmalendu Baishya in Nirmalendu's Property, free from all encumbrances. The ownership of Nirmalendu's Property is tabulated in the chart below:

Name of the Owner	R.S. Dag No.	L.R. Dag No.	Khatian Nos.	Total Area in Dag (in dec)	Area Owned (in dec)	Remarks		
Nipa Baishya	762	1591	231 and 529	64	8.0			
Nipa Baishya	762	1594	231 and 529	10	2.5	Nirmalendu's		
Evana Baishya	762	1591	231 and 529	64	8.0	Property		
Evana Baishya	762	1594	231 and 529	10	2.5			
				Total:	21.0			



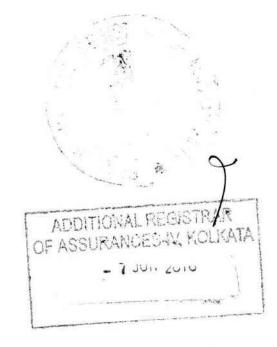
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- 5.1.12 **Ownership of Evana Baishya:** In the above mentioned events and circumstances, Evana Baishya became the sole, undisputed and absolute owner of Said Property, out of Nirmalendu's Prperty, free from all encumbrances.
- 5.1.13 Erroneous Record of Bargadar: The Mother Property was the ancestral property of Manik Chandra Ruidas alias Manik Ruidas (the Vendor herein). Vendor's great grandfather, Rabai Ruidas has sold the Mother Property (the Said Property is the forming part and portion of the Mother Property) absolutely and forever to Gangaram Shah as stated in clause 5.1.2 above. But inadvertently the name of Gopal Chandra Ruidas alias Gopal Ruidas (the grandfather of the Vendor) was erroneously recorded as the bargadar of the Mother Property, in the records of the Block Land and Land Reforms Office, Barrackpore II, North 24 Parganas, though he or his predecessors-in-interest had never cultivated the Mother Property as well as the Said Property as a bargadar.
- 5.1.14 **Agreement with Evana Baishya:** On 10th December 2014, Nipa Baishya for and on behalf of her minor daughter, Evana Baishya had entered into an agreement for Sale of the Said Property with Manik Chandra Ruidas *alias* Manik Ruidas (the Vendor herein).
- 5.1.15 **Permission of Court:** Since Evana Baishya is a minor, the mother of Evana Baishya, Nipa Baishya filed an application before the Learned District Judge, Barasat, North 24 Parganas, being Misc. Case No. 265 of 2014 for obtaining permission under Section 8 (5) of The Hindu Minority And Guardianship Act (Act 32 of 1956) for sale of the Said Property for the benefit, welfare and wellbeing of her minor daughter, i.e. Evana Baishya. The Learned Court was pleased to pass an Order, vide No.10, dated 19th September, 2015, permitting Nipa Baishya (Mother of Evana Baishya) to sale the Said Property for and on behalf of her minor daughter, Evana Baishya for the overall welfare.
- 5.1.17 Absolute Ownership of Vendor: In the above mentioned circumstances, the Vendor has become the sole, undisputed and absolute owner of the Said Property, free from all encumbrances. The Said Property is the subject matter of this conveyance.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor 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 Panchayet Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or



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- 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.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

#### 6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata 700007 (Second Company) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and



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amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

#### 7. Transfer

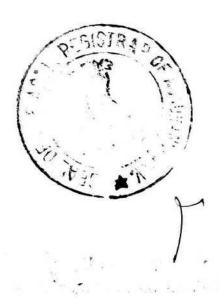
- 7.1 Hereby Made: The Vendor hereby sell, convey and transfer to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the 2nd Schedule below, being (1) the First Property, i.e. land classified as danga (highland) measuring 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) cottah], more or less, out of 64 (sixty four) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No. 1591, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas, more fully described in Part I of the 1st Schedule below and the location of the First Property is within the demarcated and delineated portion of R.S. Dag No. 762 in Plan A annexed hereto and bordered in colour Red thereon And (2) the Second Property, i.e. land classified as bastu (homestead) measuring 2.5 (two point five) decimal [equivalent to 1.5152 (one point five one five two) cottah], more or less, out of 10 (ten) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No.1594, together with a tile shed structure erected thereon measuring 100 (one hundred) square feet, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas, more fully described in Part II of the 1st Schedule below and the location of the Second Property is within the demarcated and delineated portion of R.S. Dag No. 762 in Plan B annexed hereto and bordered in colour Red thereon, together also with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.12,42,759/- (Rupees twelve lac forty two thousand seven hundred and fifty nine) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Receipt of Consideration hereunder written, admits and acknowledges.

#### 8. Terms of Transfer

- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully,



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- rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest



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and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any encumbrance on the Said Property.

- No Objection to Mutation and Conversion: The Vendor covenants, confirms 8.7 and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

#### 1st Schedule Part I (First Property)

Land classified as danga (highland) measuring 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) cottah], more or less, out of 64 (sixty four) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No. 1591, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayat, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas and the location of the First Property is within the demarcated and delineated portion of R.S. Dag No. 762 in **Plan A** annexed hereto and bordered in colour **Red** thereon and being butted and bounded as follows:

**On the North** : By R.S. *Dag* No. 762 (L.R. *Dag* No. 1594)

On the East : By R.S. Dag No. 762 [(L.R. Dag No. 1591) Part]

On the South : By R.S. Dag Nos. 761 and 699
On the West : By R.S. Dag Nos. 698, 697 and 696

**Together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the First Property and appurtenances and inheritances for access and user thereof.



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#### Part II (Second Property)

Land classified as bastu (homestead) measuring 2.5 (two point five) decimal [equivalent to 1.5152 (one point five one five two) cottah], more or less, out of 10 (ten) decimal, being a portion of R.S. Dag No. 762, corresponding L.R. Dag No. 1594 together with a tile shed structure erected thereon measuring 100 (one hundred) square feet, recorded in L.R. Khatian Nos. 231 and 529, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayat, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas and the location of the Second Property is within the demarcated and delineated portion of R.S. Dag No. 762 in Plan B annexed hereto and bordered in colour Red thereon and being butted and bounded as follows:

On the North: By R.S. Dag No. 679

On the East : By R.S. Dag No. 762 (L.R. Dag No. 1593)

On the South : By R.S. Dag No. 762 [(L.R. Dag No. 1591) Part]

On the West: By R.S. Dag No. 696

**Together also with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Second Property and appurtenances and inheritances for access and user thereof.

#### 2<sup>nd</sup> Schedule (Said Property) [Subject Matter of Sale]

Land classified as *danga* (highland) measuring 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) *cottah*], more or less, out of 64 (sixty four) decimal, being a portion of R.S. *Dag* No. 762, corresponding L.R. *Dag* No. 1591, recorded in L.R. *Khatian* Nos. 231 and 529, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas and described in **Part I** of the **1st Schedule** above.

Land classified as *bastu* (homestead) measuring 2.5 (two point five) decimal [equivalent to 1.5152 (one point five one five two) *cottah*], more or less, out of 10 (ten) decimal, being a portion of R.S. *Dag* No. 762, corresponding L.R. *Dag* No. 1594 **together with** a tile shed structure erected thereon measuring 100 (one hundred) square feet, recorded in L.R. *Khatian* Nos. 231 and 529, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas and described in **Part II** of the **1**<sup>st</sup> **Schedule** above.

**Together also with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.



M.C. Laides



The details of the Said Property are tabulated below:

Mouza	R.S. Dag No.	L.R. Dag No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	762	1591	231 and 529	64	8	Bina Baisya
Patulia	762	1594	231 and 529	10	2.5	Bina Baisya
	112			Total:	10.5	

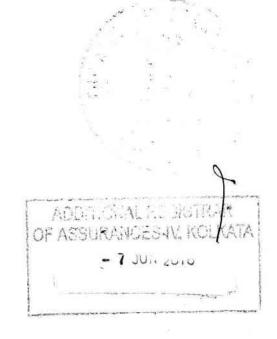
## 9. Execution and Delivery

9.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

itioned above.	
Manik Clandsa [Manick Chandra Ruidas] [Vendor]	Raide
BOOSTER RESIDENCY PVT LTD	
Authorised Signatory	
JAUTUSH CHAUDHURI)	K
سلام	

. 0

Witnesses:	
	Signature Grove Mondol.
Name_ Radhashdan Halden	Name Gora Mondal.
Father's Name Totish Halden	
Address Patalia	Address Doponia, Bardipur.
P.S. Kharda Kol-119	P.s. 1churdel K01-119



#### Receipt of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.12,42,759/-(Rupees twelve lac forty two thousand seven hundred and fifty nine) towards full and final payment of the consideration for sale of the Said Property described in the 2nd **Schedule** above.

Mode	Date	Bank	Amount (Rs.)	
Term Deposit vide Account No. KCC/01/160366 025893	06.06.2016	Corporation Bank, Dharmatolla, Kolkata Branch	10,00,000/-	
Demand Draft No. 123430	06.06.2016	Axis Bank Limited, Kolkata Branch	1,00,000/-	
RTGS No: 06.06.2016 UTIBH16158023 843 (Part)		Axis Bank Limited, Kolkata Branch	1,42,759/-	
		Total:	12,42,759/-	

Manik Qandra [Manick Chandra Ruidas] [Vendor]

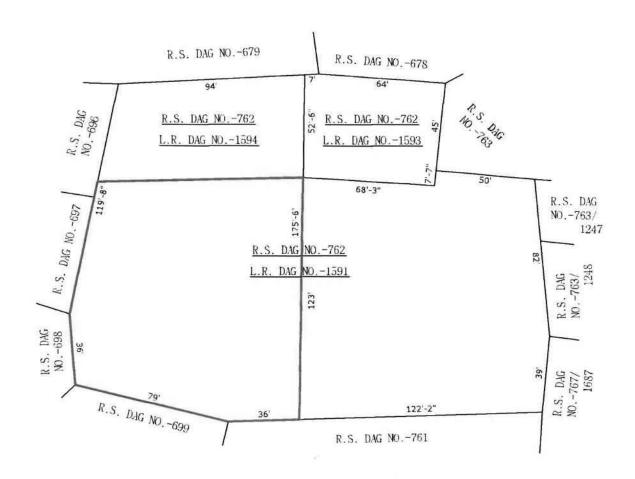
Signature Radhashyam Halden
Name Radhashyam Halden Signature Gora Mondal,

Witnesses:

ADDITIONAL REGISTRAR OF ASSURANCES-IV, MOLKATA SITE PLAN OF R.S. DAG NO.- 762 CORRESPONDING L.R. DAG NO.- 1591, L.R. KHATIAN NO.- 231 & 529, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.762 Corresponding LR. Dag no. 1591 is 64 Decimal





**BOOSTER RESIDENCY PVT LTD** 

Manik Chandra leider

Authorised Signatory/

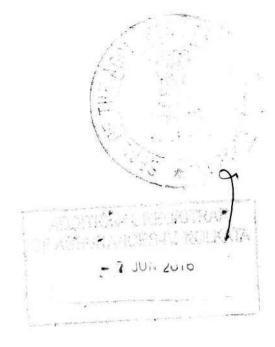
NAME & SIGNATURE OF THE VENDOR/S.:

NAME & SIGNATURE OF THE PURCHASER/S.:

LEGEND: 8.000 DECIMAL EQUIVALENT TO 4.8485 COTTAH LAND OUT OF 31.5008 DECIMAL DIVIDED

AND DEMARCATED SHALI LAND OUT OF 64 DECIMAL IN R.S. DAG NO. 762 CORRESPONDING
L.R. DAG NO. 1591.

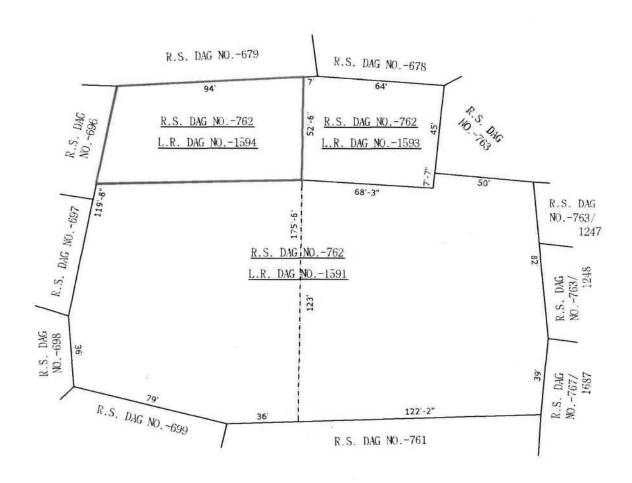
SHOWN THUS:



SITE PLAN OF R.S. DAG NO.- 762 CORRESPONDING L.R. DAG NO.- 1594, L.R. KHATIAN NO.- 231 & 529, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.762 Corresponding LR. Dag no. 1594 is 10 Decimal





**BOOSTER RESIDENCY PVT LTD** 

Manik Clandra hereds

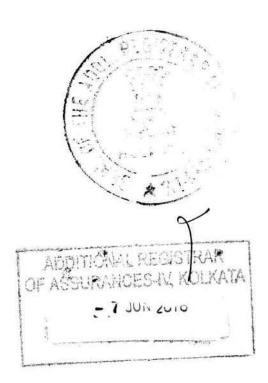
Authorised Signatory/

NAME & SIGNATURE OF THE VENDOR/S.:

NAME & SIGNATURE OF THE PURCHASER/S.:

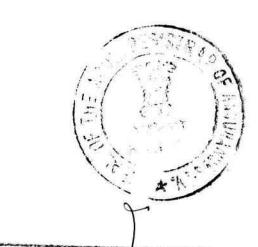
LEGEND: 2.5000 DECIMAL EQUIVALENT TO 1.5152 COTTAH BASTU LAND OUT OF 10 DECIMAL LAND IN R.S. DAG NO. 762 CORRESPONDING L.R. DAG NO. 1594.

SHOWN THUS:



## SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
D)	ende Green					
(*)		Thumb	Fore	Middle (Right	Ring Hand)	Little
1		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Manik					
	Reidos	Thumb	Fore	Middle (Right	Ring Hand)	Little
					,	
		Little	Ring	Middle (Left	Fore Hand)	Thumb
				,		
		Thumb	Fore	Middle (Right	Ring Hand)	Little



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

- 1 JUN , ....



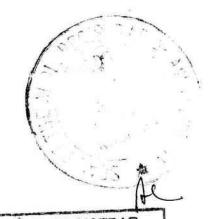
#### **Government of West Bengal**

# Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata Signature / LTI Sheet of Query No/Year 19040000776164/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.		Category	Finger Print 30 & 6	Signature with date
1	Manik Chandra Ruidas Alias Manik Ruidas Patulia, Kalitala,, P.O:- Patulia, P.S:- Khardaha, District:-North 24- Parganas, West Bengal, India, PIN - 700119	Seller		Ranika. Riedes 2(6)2016
SI No.		Category	Photo Finger Print 3092	Signature with date
2	Dibyendu Shekhar Das Siddha Park, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016	Represen ative of Buyer [Booster Residency Private Limited]		Diby outle Gleed.
SI No.	Name and Address of ic	lentifier	Identifier of	Signature with date
1	Radheshyam Haldar Son of Matish Haldar Patulia, Ghoshpara, P.O:- I P.S:- Khardaha, District:-No Parganas, West Bengal, In 700119	orth 24-	Manik Chandra Ruidas, Dibyendu Shekhar Das	Radhashsan Halder 71612016

(Asit Kumar Joarder)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. IV KOLKATA
Kolkata, West Bengal



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

- 7 JUN 2010

#### ELECTION COMMISSION OF INDIA ভার তের নির্বাচন কমিশন

IDENTITY CARD WB/20/184/243444

পরি চয় পত্র



Elector's Name

: RUIDAS MANIKCHANDRA

নিৰ্বাচ কের নাম : র-ইশাস ফ Father/Mother/ Husband's Name : SHIBU

: র<sup>ু ই</sup>দাস মানিক চন্দ্র

পিতা/মাতা/দ্বামীর নাম: শিৰ্

Sex

লিজা

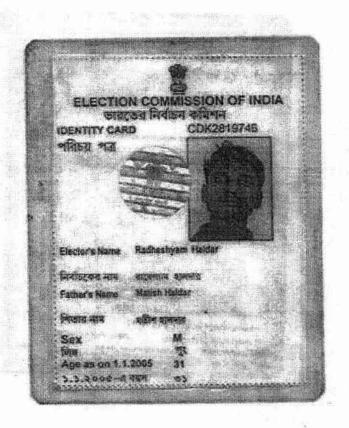
Age as on 1.1.1995 : 44 ১.১.১৯৯৫-এ वसन : 88



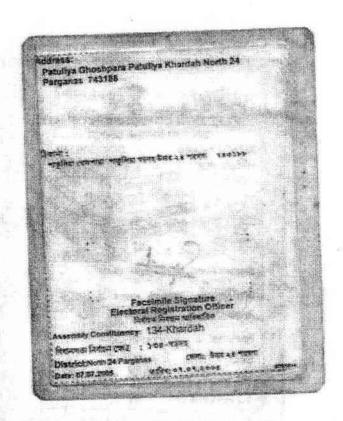
Manik a Linde, 10/12/2014



Manix a. Luides 10/12/2014



Rudhashvan Halder



7

Radhash Vam Halder

# Seller, Buyer and Property Details

# A. Seller & Buyer Details

	Presentant Details			
SL No.	Name and Address of Presentant			
1	Dibyendu Shekhar Das Siddha Park, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016			

	Seller Details				
SL No.	Name, Address, Photo, Finger print and Signature				
1	Manik Chandra Ruidas (Alias: Manik Ruidas) Son of Late Shibu Ruidas Patulia, Kalitala,, P.O:- Patulia, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700119 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADHPR6780N,; Status: Individual; Date of Execution: 07/06/2016; Date of Admission: 07/06/2016; Place of Admission of Execution: Pvt. Residence				

	Buyer Details			
SL No.	Name, Address, Photo, Finger print and Signature			
1	Booster Residency Private Limited 2nd Floor, 101, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 PAN No. AAFCB3089A,; Status: Organization; Represented by representative as given below:-			
1(1)	Dibyendu Shekhar Das Siddha Park, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BCZPD6675C,; Status: Representative; Date of Execution: 07/06/2016; Date of Admission: 07/06/2016; Place of Admission of Execution: Pvt. Residence			

## **B.** Identifire Details

		Identifier Details	
SL No.	Identifier Name & Address	Identifier of	Signature
1	Radheshyam Haldar	Manik Chandra Ruidas, Dibyendu	
	Son of Matish Haldar	Shekhar Das	
	Patulia, Ghoshpara, P.O:- Patulia,		
	P.S:- Khardaha, District:-North 24-		
	Parganas, West Bengal, India, PIN -		
	700119 Sex: Male, By Caste: Hindu,		
	Occupation: Business, Citizen of: India	,	

# C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Khardaha, Gram Panchayat: PATULIA, Mouza: Patulia	LR Plot No:- 1591 , LR Khatian No:- 231	8 Dec	9,24,007/-	16,96,968/-	Proposed Use: Bastu, ROR: Danga
L2	District: North 24-Parganas, P.S:- Khardaha, Gram Panchayat: PATULIA, Mouza: Patulia	LR Plot No:- 1594 , LR Khatian No:- 231	2.5 Dec	2,88,752/-	5,30,303/-	Proposed Use: Bastu, ROR: Bastu

	Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details	
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete	
S1	On Land L2	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure	

Transfer of Property from Seller to Buyer				
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred Area in(%)
L1	Manik Chandra Ruidas	Booster Residency Private Limited	8	100
L2	Manik Chandra Ruidas	Booster Residency Private Limited	2.5	100

# D. Applicant Details

Details of the applicant who has submitted the requsition form			
Applicant's Name	Jautush Chaudhuri		
Address	7C, K. S. Roy Road, Thana: Hare Street, District: Kolkata, WEST BENGAL, PIN - 700001		
Applicant's Status	Advocate		

Office of the A.R.A. - IV KOLKATA, District: Kolkata

Endorsement For Deed Number: I - 190405420 / 2016

Query No/Year

19040000776164/2016

Serial no/Year

1904004911 / 2016

Deed No/Year

I - 190405420 / 2016

Transaction

[0101] Sale, Sale Document

Name of Presentant

Dibyendu Shekhar Das

Presented At

Private Residence

**Date of Execution** 

07-06-2016

**Date of Presentation** 

07-06-2016

Remarks

On 07/06/2016

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

Presented for registration at 20:16 hrs on: 07/06/2016, at the Private residence by Dibyendu Shekhar Das ,.

#### 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 22,57,271/-

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

Execution is admitted on 07/06/2016 by

Manik Chandra Ruidas, Alias Manik Ruidas, Son of Late Shibu Ruidas, Patulia, Kalitala, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, By caste Hindu, By Profession Business Indetified by Radheshyam Haldar, Son of Matish Haldar, Patulia, Ghoshpara, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, By caste Hindu, By Profession Business

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

Execution is admitted on 07/06/2016 by

Dibyendu Shekhar Das Authorised Signatory, Booster Residency Private Limited, 2nd Floor, 101, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 Dibyendu Shekhar Das, Son of Nani Gopal Das, Siddha Park, 99A, Park Street, P.O: Park Street, Thana: Park Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, By caste Hindu, By profession Service Indetified by Radheshyam Haldar, Son of Matish Haldar, Patulia, Ghoshpara, P.O: Patulia, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, By caste Hindu, By Profession Business

Al

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 10/06/2016

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 of Indian Stamp Act 1899.

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 24,925/- ( A(1) = Rs 24,827/- ,E = Rs 14/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 24,925/-

#### Description of Draft

1. Rs 24,925/- is paid, by the Draft(8554-16) No: 015973000442, Date: 08/06/2016, Bank: STATE BANK OF INDIA (SBI), DALHOUSIE SQUARE.

#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 1,12,884/- and Stamp Duty paid by Draft Rs 1,12,884/-, by Stamp Rs 10/-

#### Description of Stamp

1. Rs 10/- is paid on Impressed type of Stamp, Serial no 172123, Purchased on 07/03/2016, Vendor named S MUKHERJEE.

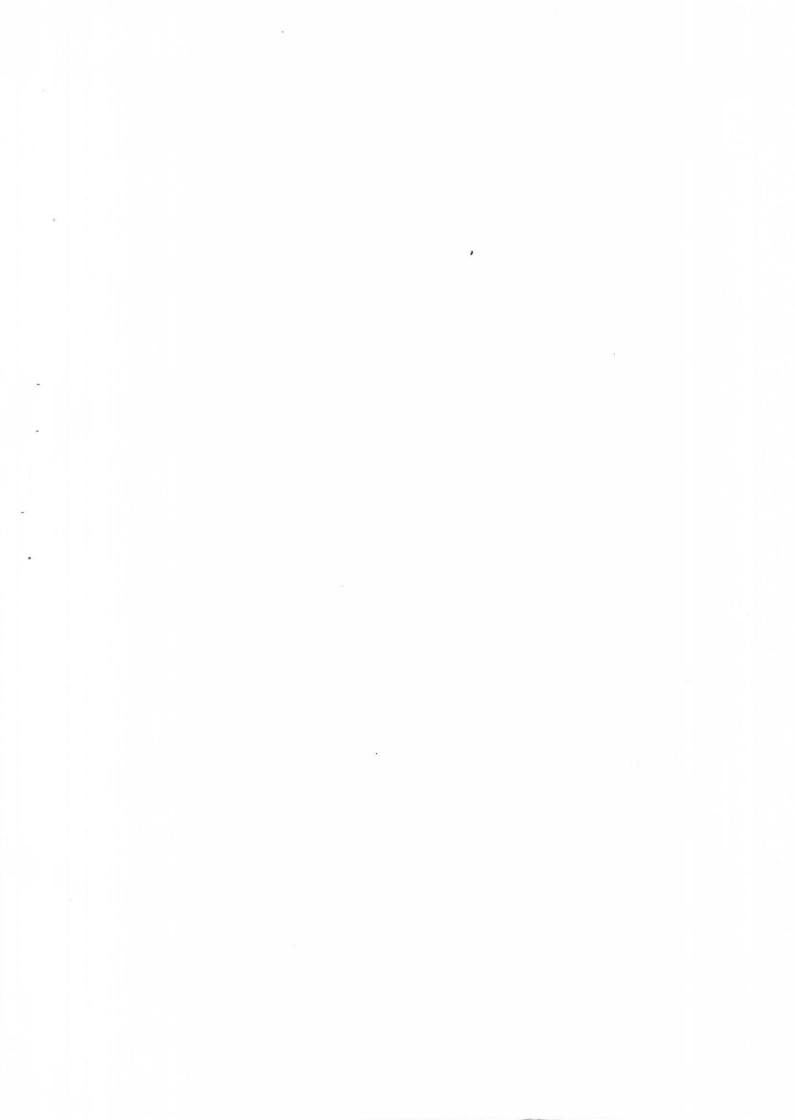
Description of Draft

1. Rs 1,12,884/- is paid, by the Draft(8554-16) No: 015972000442, Date: 08/06/2016, Bank: STATE BANK OF INDIA (SBI), DALHOUSIE SQUARE.

Al

(Asit Kumar Joarder)
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2016, Page from 204126 to 204155 being No 190405420 for the year 2016.



Digitally signed by ASIT KUMAR JOARDER

Date: 2016.06.15 10:38:26 +05:30 Reason: Digital Signing of Deed.

AL

(Asit Kumar Joarder) 15-06-2016 10:38:26 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)

Dated this 7th day of June, 2016

#### Between

Manik Chandra Ruidas alias Manik Ruidas ... Vendor

And

Booster Residency Private Limited ... Purchaser

### CONVEYANCE

Land Measuring
10.5 (ten point five) decimal
Portion of
R.S. Dag No. 762, corresponding L.R. Dag Nos. 1591 & 1594
Mouza Patulia
Police Station Khardah
District North 24 Parganas

## Saha & Ray

Advocates
3A/1, 3<sup>rd</sup> floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001