



# INDIA NON JUDICIAL

PROTECTION OF ASSURANCE 2644 452885

Certified that the Docy on the Common Registral Registral Conveyance

Additional Registral Conveyance

Of Assurances II. Kolkara

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Of Assurances II. Kolkara

- 1. Date: 26th November 2009
- 2. Place: Kolkata
- 3. Parties:
- Sonapan Bibi alias Sonajan Bibi, daughter of Late Abbachuddin Mondal alias Miasuddin Molla, residing at Part No. 0219, Patharghata, District North 24 Parganas

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3 0 SEP 2008

SURANJAN MUKHERJEE Licensed Stamp Vendor

FOR ARCH GRIHA WIRMAN PUT. LTD.

Toysit Rychmy Authorised Signetory



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- Anshar Ali Molla, son of Rajabali Molla, residing at Part No. 0219, Patharghata, 3.2 District North 24 Parganas
- Islam Ali Molla, son of Rajabali Molla, residing at Paschim, Patharghata, 3.3 Patharghata, Rajarhat, District North 24 Parganas
- Surabaddin Molla alias Surab Ali Molla, son of Rajabali Molla, residing at Part 3.4 No. 0219, Patharghata, District North 24 Parganas
- Jayeda Bibi, daughter of Rajabali Molla, residing at Post Office Goalpota, Police 3.5 Station Haroa, North 24 Parganas, District North 24 Parganas (collectively **Vendors**, includes successors-in-interest)

#### And

Arch Griha Nirman Private Limited, a company incorporated under provisions of the Companies Act, 1956, having its office at Siddha Park, 99A, Park Street, Kolkata-700016, Represented Authorised Signalory JOYJIT ROYCHOUDHURY (Purchaser, includes successors-in-interest).

Vendors and Purchaser collectively **Parties** and individually **Party**.

## NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- Subject Matter of Conveyance 4.
- 4.1 Said Property: Bagan (garden) land measuring 2.2397 (two point two three nine seven) decimal, more or less [out of 16.665 (sixteen point six six five) decimal out of 50 (fifty) decimal], contained in R.S./L.R. Dag No. 1171, recorded in L.R. Khatian No. 50, Mouza Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in Schedule below (Said Property).
- Background, Representations, Warranties and Covenants 5.
- Representations and Warranties Regarding Title: The Vendors represent, 5.1 warrant and covenant regarding title as follows:
- Ownership of Abbachuddin Mondal alias Miasuddin Molla: Abbachuddin Mondal alias Miasuddin Molla was the recorded owner of land measuring 16.665 (sixteen point six six five) decimal out of 50 (fifty) decimal, contained in R.S./L.R. Dag No. 1171, recorded in L.R. Khatian No.50, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas (Abbachuddin's Land).
- Demise of Abbachuddin Mondal alias Miasuddin Molla: Abbachuddin 5.1.2 Mondal alias Miasuddin Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind him surviving his 2 (two) wives, namely (1) Neharjan Bibi and (2) Ayesha Bibi and his 5 (five) sons, namely, (1) Imam Ali Bux Molla (2) Elem Bux Molla (3) Motiar Molla (4) Manik Molla and (5) Hayat Ali Molla and his 5 (five) daughters, namely, (1) Thanda Bibi (2) Sarbanu Bibi (3) Rupban Bibi alias Rupjan Bibi (since deceased) (4) Sonapan Bibi alias Sonajan Bibi (Vendor No. 3.1 herein) and (5) Roupan Bibi as his only legal heirs and heiresses according to the

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(ABDUL MANNAN MOLLA) Molla S/O L+ Nowjesh Holla Goalpola P.S. Haron 24 Parganas (N)





Certificate of Inheritance issued by the Patharghata Gram Panchayat dated 24th December, 2008, who jointly and in diverse shares inherited the right, title and interest of Late Abbachuddin Mondal *alias* Miasuddin Molla in Abbachuddin's Land in accordance with the Muslim Law of Inheritance as recorded in the *Farayeznama* dated 18th November, 2009.

- 5.1.3 **Demise of Rupban Bibi** alias Rupjan Bibi: Rupban Bibi alias Rupjan Bibi, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind her surviving 3 (three) sons, namely, (1) Anshar Ali Molla (Vendor No. 3.2 herein) (2) Islam Ali Molla (Vendor No. 3.3 herein) and (3) Surabaddin Molla alias Surab Ali Molla (Vendor No. 3.4 herein) and 1 (one) daughter, Jayeda Bibi (one daughter i.e. Mumtaz Khatun predeceased Rupban Bibi alias Rupjan Bibi) as her only legal heirs and heiresses according to the Certificate of Inheritance issued by the Patharghata Gram Panchayat dated 17th August, 2009, who jointly and in diverse shares inherited the right, title and interest of Late Rupban Bibi alias Rupjan Bibi's share in the Abbachuddin's Land, in accordance with the Muslim Law of Inheritance as recorded in the Farayeznama dated 18th November, 2009.
- 5.1.4 **Ownership of Said Property:** By virtue of the Muslim Law of inheritance the Vendors herein became the joint, absolute and undisputed owners of the Said Property formed out of Abbachuddin's Land.
- 5.1.5 **Absolute Ownership of Vendors:** In the abovementioned circumstances, the Vendors have become the joint, absolute and undisputed owners of the Said Property.
- 5.1.6 **True and Correct Representations:** The Vendors are the joint, absolute and undisputed owners of the Said Property as mentioned above and such representation of the Vendors are true and correct.
- 5.2 **Representations, Warranties, and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare 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 Vendors do 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.
- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have 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.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have 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 taxes from the Vendors.

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- 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 Vendors 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, wakf, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.
- 6. Basic Understanding
- 6.1 **Agreement to Sell and Purchase:** The Vendors have approached the Purchaser and offered to sell the Said Property to the Purchaser and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Property from the Vendors.

#### 7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right title and interest of whatsoever or howsoever nature in the Said Property described in the **Schedule** below, i.e. *bagan* (garden) land measuring 2.2397 (two point two three nine seven) decimal, more or less [out of 16.665 (sixteen point six six five) decimal out of 50 (fifty) decimal], contained in R.S./L.R. *Dag* No. 1171, recorded in L.R. *Khatian* No. 50, *Mouza* Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas **together with** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property, free from all encumbrance.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.2,57,450/- (Rupees two lac fifty seven thousand four hundred and fifty) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.
- 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.

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Additional Registrar of Assertance II, Kolkatia

- 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, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have 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 Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, 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 and peaceful possession of the Said Property has been handed over to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 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 Vendors with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Purchaser 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 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.
- 8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.

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- 8.7 No Objection to Mutation: The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchaser and/or the Purchaser's successors-in-interest, 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.

### Schedule (Said Property) [Subject Matter of Sale]

Bagan (garden) land measuring 2.2397 (two point two three nine seven) decimal, more or less [out of 16.665 (sixteen point six six five) decimal out of 50 (fifty) decimal], contained in R.S./L.R. Dag No. 1171, recorded in L.R. Khatian No. 50, Mouza Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and the said Dag No. 1171 being butted and bounded as follows:

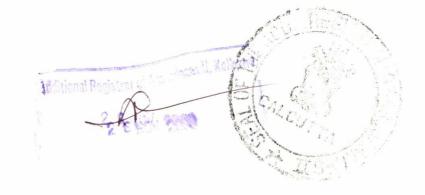
On the North : By R.S. Dag Nos. 1169 and 1162. On the East : By R.S. Dag No. 1176.

On the South : By R.S. Dag No. 1172.

On the West : By R.S. Dag No. 1170 and Panchayet Road.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

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9.	Execution	and	De	livery
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9.1 In Witness Whereof the Vendors have executed and delivered this Conveyance on the date mentioned above.

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[Sonapan Bibi]	[Ansar Ali Molla]
Islam Ari mollo	SURABAIIMOLLA

[Islam Ali Molla]

[Surab Ali Molla]

read over & explained the Sourpan Bebi & Jayeda Bebi
in remacular and who after understanding the meaning and purport thereof [Jayeda Bibi] signed / put LTI by the [Vendors] on the document, in my presence,

Aledul rannan

FOR ARCH GRIHA NIRMAN BUT. LTD.

Toysia Rychowolung Authorised Signatory

[Purchaser]

Witnesses:

Name ABBUL HANNAN NOLLA

Name Sk. Salamat Hossin

Father's Name LT. Wondesh Molla

Father's Name SK Noor Hossin

Address Gran Gopelpola P.S Address Raigachi Rajarhat

Harow, 24 Parganas (N) P.S. Rayarkal, 24 Parganas (N)

Additional Registrar of Mov 2009

## **Receipt And Memo of Consideration**

Received from the withinnamed Purchaser the withinmentioned sum of Rs.2,57,450/- (Rupees two lac fifty seven thousand four hundred and fifty) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following

Mode	Date	Amount (Rs.)
Cash	26.11.2009	2,57,450/-
	Total	2,57,450/-

Abdul rannan rolla						
[Sonapan Bibi]	[Ansar Ali Molla]					
Islam Ati molli	PuraBAliMoll+					
[Islam Ali Molla]	[Surab Ali Molla]					

[Jayeda Bibi] [Vendors]

Witnesses:

Signature Sk-Salamat Hossin

Name Abdul Hannan Holla Name Sk. Salamat Hossin







# Government Of West Bengal Office Of the A. R. A. - II KOLKATA

District:-Kolkata

# Endorsement For Deed Number : I - 13035 of 2009 (Serial No. 09751 of 2009)

#### On 26/11/2009

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

Presented for registration at 15.23 hrs on :26/11/2009, at the Private residence by Joyjit Roy Choudhury, Claimant.

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

Execution is admitted on 26/11/2009 by

- 1. Sonapan Bibi Alias Sonajan Bibi, daughter of Late Abbachuddin Mondal, P-219 Patharghata Dist 24 Pargs(n), Thana 0, By Caste Muslim, By Profession: Others
- 2. Anshar Ali Molla, son of Rajabali Molla, P-219 Patharghata Dist 24 Pargs(n), Thana 0, By Caste Muslim, By Profession: Others
- 3. Islam Ali Molla, son of Rajabali Molla , P-219 Patharghata Dist 24 Pargs(n) , Thana 0, By Caste Muslim, By Profession : Others
- 4. Surabaddin Molla Alias Surab Ali Molla, son of Rajabali Molla, P-219 Patharghata Dist 24 Pargs(n), Thana 0, By Caste Muslim, By Profession: Others
- 5. Jayeda Bibi, daughter of Rajabali Molla , P-219 Patharghata Dist 24 Pargs(n) , Thana 0, By Caste Muslim, By Profession : Others
- 6. Joyjit Roy Choudhury, Signatory, Arch Griha Nirman Pvt Ltd, 99a Park St, Cal, By Profession: Others Identified By Abdul Mannan Molla, son of Late .nowjesh .molla, Dist 24 Pargs(n) ,Pin 0,Thana: Haroa, By Caste: Muslim, By Profession: Advocate.

(Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II

#### On 27/11/2009

#### 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.

#### Payment of Fees:

Fee Paid in rupees under article : A(1) = 2827/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 27/11/2009

### 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. 257450/-

Certified that the required stamp duty of this document is Rs.- 12882 /- and the Stamp duty paid as: Impresive Rs. 10/-

#### Deficit stamp duty

Deficit stamp duty Rs. 12885/- is paid93296426/11/2009State Bank Of India, KOLKATA, received on 27/11/2009

27.11.09 (Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

27/11/2009 16:07:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number: I - 13035 of 2009 (Serial No. 09751 of 2009)

(Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-II



and the

27.11.09 (Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

# SPECIMEN FORM TEN FINGER PRINTS

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				W. C.		
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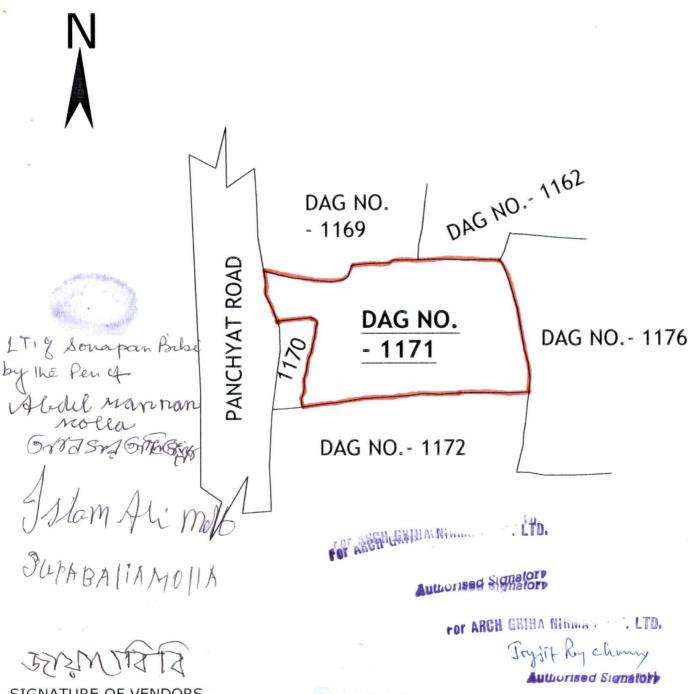
# SPECIMEN FORM TEN FINGER PRINTS

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	mollo	Thumb	Fore	Middle (Right	Ring Hand)	Little
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	PASSA					
	বিবি	Thumb	Fore	Middle (Righ	Ring t Hand)	Little



SITE PLAN OF L.R. DAG NO.- 1171, AT MOUZA-KALIKAPUR, J.L. NO.- 40, L.R. KHATIAN NO.- 50, P.S.- RAJARHAT, DIST.- NORTH 24 PARGANAS

PURCHASER: ARCH GRIHA NIRMAN PVT. LTD.



SIGNATURE OF VENDORS

LEGEND:- UNDIVIDED 0.1344 SHARE IN BAGAN LAND MEASURING 2.2397 DECIMEL OUT OF 16.665 DECIMAL OUT OF 50 DECIMEL IN DAG NO.- 1171.

SHOWN THUS:-

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Dated this 26 h day of November, 2009

#### Between

Sonapan Bibi *alias* Sonajan Bibi & Ors. ...Vendors

And

Arch Griha Nirman Private Limited ... Purchaser

### **CONVEYANCE**

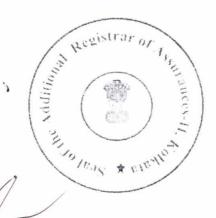
R.S./L.R. *Dag* No.1171 *Mouza* Kalikapur District North 24 Parganas

## Saha & Ray

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

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 26 Page from 8067 to 8082 being No 13035 for the year 2009.



(Tarak Baran flukherjee) 01-December-2009 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal