

11524/2012

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14872/12

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

13AA 491236

30223

26/9/12
6-59
Additional Registrar of Assurances II
Kolkata



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

CONVEYANCE

1. Date: 26th September 2012

2. Place: Kolkata

3. Parties:

3. **Piu Ghosh nee Bhattacharya**, wife of Tapas Kumar Ghosh, residing at Village Bishnupur, Post Office Bishnupur, Police Station Rajarhat, District North 24 Parganas
(Vendor, include successors-in-interest)

for ANCH GHANA NIKHAI "P", LTD.

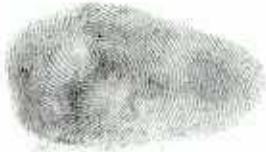
Shruba Brata Ban

AUTHORIZED SIGNATORY

Piu Ghosh (Bhattacharjee)

75524

Shruthi Brata Basu.



c - 6704

for ARCH GRIHA NIKMAN PVT. LTD.

Shruthi Brata Basu

Authorized Signatory

NAME.....
 ADD.....
 Rs.....

11 SEP 2012

SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kolkata

SAHA & RAY
 Advocates
 3A/1, 3rd Floor, Hastings Chambers
 7C, K. S. Roy Road, Kolkata - 700001

11 SEP 2012

11 SEP 2012



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- five

Pine Gosh (Bhauacharya)

Tapas Kumar Ghosh

S/o - Santosh Kumar Ghosh

Kalabeswa, Rajarhat - Bishnupur
North 24 PGS, Kal - 700135



ADDITIONAL REGISTRAR
 INSURANCES-II, KOLKATA
 6 SEP 2012



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

Endorsement For Deed Number : I - 14872 of 2012
(Serial No. 11524 of 2012)

On 26/09/2012

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

Presented for registration at 18.00 hrs on :26/09/2012, at the Private residence by Dhruba Brata Basu ,Claimant.

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

Execution is admitted on 26/09/2012 by

1. Piu Ghosh Nee Bhattacharya, wife of T K Ghosh , Bishnupur, , Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Dhruba Brata Basu
Authorised Signatory, Arch Griha Nirman Pvt Ltd, 99 A, Park Street, Kol, Thana:-Park Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others
Identified By Tapas Kumar Ghosh, son of Santosh Kumar Ghosh, Kalaberia, Rajarhat Bishnupur, Kol, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste: Hindu, By Profession: Others.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 29/09/2012

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.-9,20,330/-

Certified that the required stamp duty of this document is Rs.- 46036 /- and the Stamp duty paid as: Impresive Rs.- 20/-

On 05/12/2012

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

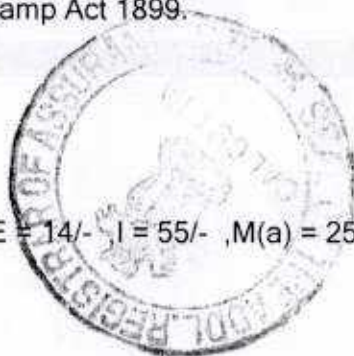
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 10218.00/-, on 05/12/2012

(Under Article : A(1) = 10120/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 05/12/2012)



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 14872 of 2012
(Serial No. 11524 of 2012)

Deficit stamp duty

Deficit stamp duty Rs. 46026/- is paid , by the draft number 036020, Draft Date 27/11/2012, Bank : State Bank of India, DALHOUSIE SQUARE, received on 05/12/2012

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

And

- 3.2 **Arch Griha Nirman Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata -700016 (**PAN AAFCA2450E**), represented by its Authorized Representative, Dhruva Brata Basu, son of Late Deba Brata Basu, of 99A Park Street, Police Station Park Street, Kolkata -700016 (**Purchaser**, include successors-in-interest)

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 6.05 (six point zero five) decimal [equivalent to 3.6667 (three point six six six seven) *cottah*], more or less, out of 88 (eighty eight) decimal, being portion of R.S./L.R. *Dag* No. 1188, recorded in L.R. *Khatian* No. 424, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat* (**PGP**), Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S./L.R. *Dag* No. 1188 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, 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.

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:
- 5.1.1 **Ownership of Rabindra Nath Bhattacharya:** Rabindra Nath Bhattacharya was the recorded owner of land classified as *sali* (agricultural) measuring 12.1 (twelve point one) decimal, more or less, out of 88 (eighty eight) decimal, being portion of R.S./L.R. *Dag* No. 1188, recorded in L.R. *Khatian* No. 424, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of PGP, Sub-Registration District Bidhannagar, District North 24 Parganas (**Larger Property**), free from all encumbrances. The Said Property is a portion of the Larger Property and subject matter of this conveyance.
- 5.1.2 **Demise of Rabindra Nath Bhattacharya:** Rabindra Nath Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind him, surviving his only son, Mithun Bhattacharya and his only daughter, Piu Ghosh (*nee* Bhattacharya) [Vendor hereinabove], as his only legal heir and heiress, who jointly and in equal shares inherited the right, title and interest of Late Rabindra Nath Bhattacharya in the Larger Property free from all encumbrances. Thus, the Vendor herein became the owner of the Said Property out of the Larger Property.
- 5.1.3 **Absolute Ownership of the Vendor:** In the aforesaid circumstances, the Vendor has become the absolute owner of the Said Property.

FOR ARCH GRIHA NIRMAN PVT. LTD.

Authorized Signatory

Piu Ghosh (Bhattacharya)



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
26 SEP 2012

- 5.2 **Representations, Warranties and Covenants by Vendor:** The Vendor represents, warrants and covenants 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 any Local Authority or Government or 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 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 whatsoever 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, *debuttar*, 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.
- 5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchaser the Vendor has released and relinquished all her right, title and interest over the Said Property and the Vendor has got no further right, title and/or interest in R.S./L.R. *Dag* Nos. 162 and 171. The Vendor shall not make any further claims and/or demands to the Purchaser in respect of R.S./L.R. *Dag* Nos. 162 and 171.

FOR ANCH GHINA NIKMAN PVT. LTD.

Shruti Brata Basu

AUTHORIZED SIGNATORY

Priya Ansh C. Bhattacharya



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26 SEP 2012

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 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 of Rights by Linkpoint Infrastructure Private Limited:** Linkpoint Infrastructure Private Limited, having its registered office at 10A, Hospital Street, Kolkata-700072 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Linkpoint Infrastructure Private Limited hereby surrenders/releases such claims in favour of the Purchaser.

7. Transfer

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property described in the **Schedule** below, being, land classified as *sali* (agricultural) measuring 6.05 (six point zero five) decimal [equivalent to 3.6667 (three point six six six seven) *cottah*], more or less, out of 88 (eighty eight) decimal, being portion of R.S./L.R. *Dag* No. 1188, recorded in L.R. *Khatian* No. 424, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of PGP, Sub-Registration District Bidhannagar, District North 24 Parganas and the said R.S./L.R. *Dag* No. 1188 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon, **together with** all title, benefits, easements, 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.

7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.9,20,330/- (Rupees nine lac twenty thousand three hundred and thirty) (**Total Consideration**) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo 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*, *debuttar*, 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.

For ARCH GRINA NINMAA LTD.

Shomka Brata Basu

Authorised Signatory

Piye Ghosh (Bhattacharjee)



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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
26 SEP 2012

- 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 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:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing 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 its successors-in-interest and 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 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.
- 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, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assign, 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 assign by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) 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 in this regard shall sign all documents and papers as required by the Purchaser.

for ARCH GRIHA NIKMAN PVT. LTD.

Shoukha Prata Basu
Authorized Signatory

Pine Citosh (Bhattacharjee)



**ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
2 6 SEP 2012**

8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, 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 assign, 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)

Land classified as *sali* (agricultural) measuring 6.05 (six point zero five) decimal [equivalent to 3.6667 (three point six six six seven) *cottah*], more or less, out of 88 (eighty eight) decimal, being portion of R.S./L.R. *Dag* No. 1188, recorded in L.R. *Khatian* No. 424, *Mouza Kalikapur, II*, No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas and the said R.S./L.R. *Dag* No. 1188 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* No. 1187
- On the East** : By R.S./L.R. *Dag* Nos. 1207, 1208 and 1209
- On the South** : By R.S./L.R. *Dag* Nos. 1198, 1197 and 1199
- On the West** : By R.S./L.R. *Dag* Nos. 1174 and 1189

Together with all title, benefits, easements, 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.

The details of the Said Property are given in the Chart below:

<i>Mouza</i>	R.S. / L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Nature of the Land	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Kalikapur	1188	424	<i>Sali</i>	88	6.05	Rabindra Nath Bhattacharya
Total					6.05	

FOR ARCH GRIHA NIKHAY PVT. LTD.

Shamba Prata Basu
AUTHORISED SIGNATORY

Prin Ghosh (Bhattacharjee)



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
26 SEP 2012

9. Execution and Delivery

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

Piu Ghosh (Bhattacharjee)
[Piu Ghosh *nee* Bhattacharya]
[Vendor]

FOR ARCH GRIHA NIRMAN PVT. LTD.

Dhruva Prata Basu
Authorized Signatory

[Arch Griha Nirman Private Limited]
[Authorized Signatory]
[Purchaser]

Witnesses:

Signature <u>Tapas Kumar Ghosh</u>	Signature <u>Azizul Molla</u>
Name <u>Tapas Kumar Ghosh</u>	Name <u>Azizul Molla</u>
Father's Name <u>Santanu K. Ghosh</u>	Father's Name <u>Mamith Mulla</u>
Address <u>Kalabera, P.O.-R- Bulatanpur, North 24 Pgs Pin- 700135</u>	Address <u>The Ghoshya V.V.E.U. Town</u>

24. Poojeharu

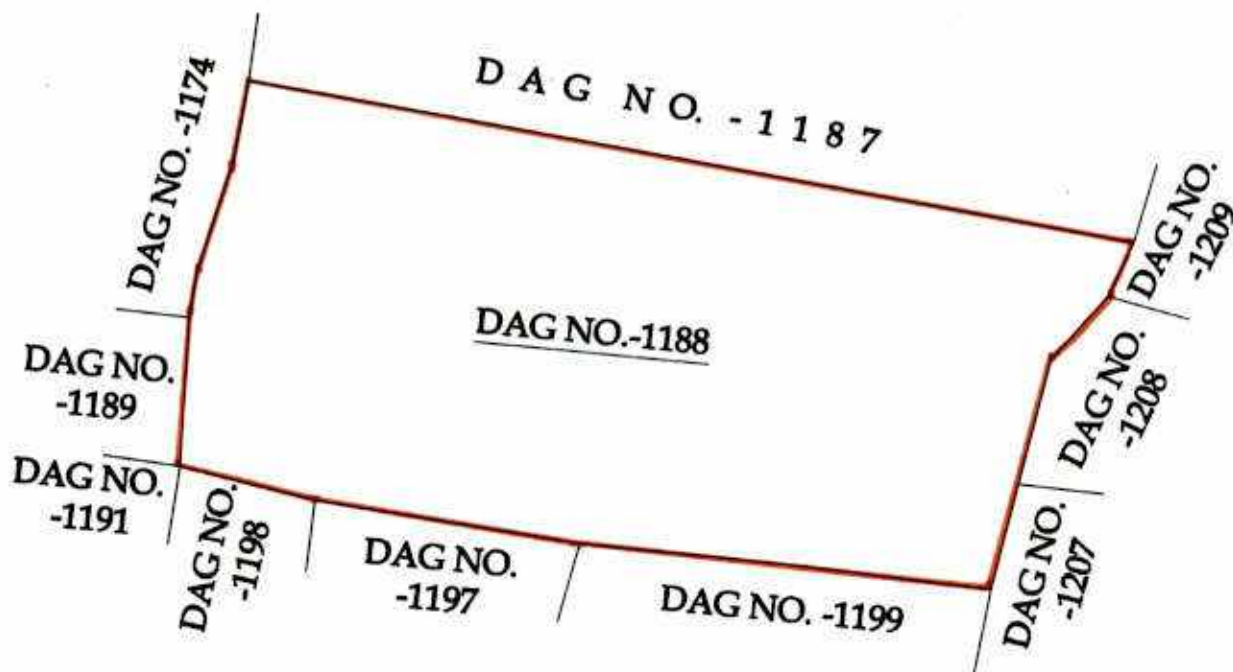
Pin 700135

ADDITIONAL REGISTRAR
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26 SEP 2012

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OF ASSURANCES-II, KOLKATA
26 SEP 2012

SITE PLAN OF R.S./L.R. DAG NO.- 1188 , L.R. KHATIAN NO. - 424 MOUZA
- KALIKAPUR, J.L. NO.- 40, P.S.- RAJARHAT, UNDER PATHARGHATA
GRAM PANCHAYAT, DIST.- NORTH 24 PARGANAS .

TOTAL AREA OF DAG NO. 1188 is 88 DECIMAL



Five Ghosh (Bhattacharya)

Arch Griha Nirman Pvt. Ltd.

Shruti Prata Bose

Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S.:

LEGEND:- 12.1000 DECIMAL UNDIVIDED SHARE IN SHALI LAND OUT OF
88 DECIMEL OF DAG NO.- 1188.

SHOWN THUS:- 



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
26 SEP 2012











SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
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Mata Shyama

Aye Chos

					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little



Dhamba Brata Basu

					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little

	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
26 SEP 2012

A-2

Dated this 26th day of September, 2012

Between

Piu Roy *nee* Bhattacharya
... Vendor

And

Arch Griha Nirman Private Limited
... Purchaser

CONVEYANCE

Portions of R.S./L.R. Dag No. 1188
Mouza Kalkapur
Police Station Rajarhat


Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

18/11

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 59
Page from 2845 to 2858
being No 14872 for the year 2012.




(Dulal chandraSaha) 06-December-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal