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BV/131

5298



10.12.07 पश्चिम बंगाल WEST BENGAL

Vide Query No 16618/08  
of ADSA Bidhanagar  
of Memo No 2180 dt 22/8/08  
MV assessed at 2,23,439/-

A.R.A.  
11

007438

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

Additional Registrar  
of Assurances-II, Kolkata

1.6.09

## CONVEYANCE

1. **Date:** 20<sup>th</sup> December 2007
2. **Place:** Kolkata
3. **Parties:**
  - 3.1 **Sabita Naskar**, wife of Shanti Naskar, residing at Bazetaraf, Police Station Rajarhat, District North 24 Parganas (**Vendor**, includes successors-in-interest)

91396

20 DEC 2007

Date.....  
SAHA & RA  
Sole to.....  
Address 3A/1, 3rd Floor, Hastings Chan  
7C, Kiran Shankar Roy Road  
Kolkata - 700001

L. S. VEDDOR.  
HIGH COURT, CAL

Regu Sauran

3984

Azizul Molla  
as Constituted Attorney  
of Sakuti Naskar

Identified by me  
Asim Kumar Jain  
99A Park Street  
KOL - 16  
Socra



20/12/07



And

- 3.2 **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 (**Purchaser**, includes successors-in-interest).

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

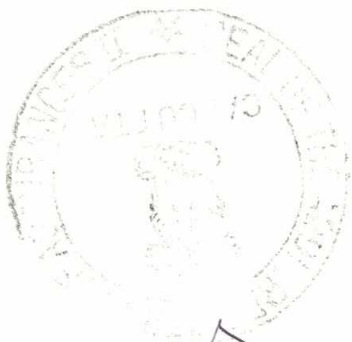
#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance:

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 7.2215 (seven point two two one five) decimal out of 65 (sixty five) decimal, more or less, contained in R.S./L.R. *Dag* No. 1205, recorded in L.R. *Khatian* No. 501, *Mouza* Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the **Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance (**Said Property**).

#### 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 Vendor:** Sabita Naskar, the Vendor herein, is the undisputed and absolute owner of the Said Property and the Vendor got her name recorded in the records of the Land Revenue Settlement in L.R. *Khatian* No. 501.
- 5.1.2 **Power of Attorney:** By a General Power of Attorney (**GPA**) dated 15<sup>th</sup> August, 2007, registered in the Office of the Additional District Sub Registrar, Bidhannagar, Salt Lake City, in Book No. IV, Volume No. 1, Pages 6539 to 6545, Being No. 00838 for the year 2007, the Vendor has appointed, constituted and nominated Azizul Molla, as her true and lawful attorney and empowered him to enter into agreement for sale and to execute proper deed of conveyance and/or conveyances in respect of the Said Property. The GPA is valid and subsisting and has not been revoked or rescinded by the Vendor. Further, the GPA, being for consideration, is irrevocable.
- 5.1.3 **True and Correct Representations:** The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 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 Panchayat 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.



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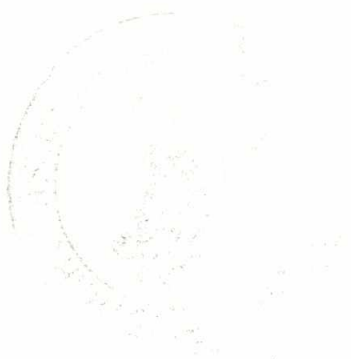
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected 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 taxes from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has any right of preemption 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.

## 6. Basic Understanding:

- 6.1 **Agreement to Sell and Purchase:** The Vendor has 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**), have agreed to purchase the Said Property from the Vendor.

## 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, being *sahi* (agricultural) land measuring 7.2215 (seven point two two one five) decimal out of 65 (sixty five) decimal, more or less, contained in R.S./L.R. *Dag* No. 1205, recorded in L.R. *Khatian* No. 501, *Mouza* Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the **Schedule** below **together with** all easement rights



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and all other rights, appurtenances and inheritances for access and user of the Said Property, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.2,18,830/- (Rupees two lac eighteen thousand eight hundred and thirty) 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.

- 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 and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.

- 8.4 **Outgoings** All statutory revenue, cess, taxes, surcharges, 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 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,



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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, 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 Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's names 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 names of the Purchaser 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 the Vendor, 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)**

*Sahi* (agricultural) land measuring 7.2215 (seven point two two one five) decimal out of 65 (sixty five) decimal, more or less, contained in R.S./L.R. *Dag* No. 1205, recorded in L.R. *Khatian* No. 501, *Mouza* Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas and the said *Dag* being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and the said *Dag* being butted and bounded as follows:

<b>On the North</b>	: By R.S./L.R. <i>Dag</i> Nos. 1202, 1203, 1204 and 1206
<b>On the East</b>	: By R.S./L.R. <i>Dag</i> Nos. 117 and 118
<b>On the South</b>	: By R.S./L.R. <i>Dag</i> No. 138
<b>On the West</b>	: By R.S./L.R. <i>Dag</i> No. 1197

**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 Delivery:**

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

Ajizul Molla  
as Constituted Attorney  
of Sabilat Nasir

[Vendor]

(AJIZUL Molla)

**Witnesses:**

Signature Swapan  
Name Swapan Kar  
Father's Name R. N. Kar  
Address 7C. K. S. Roy Road  
Kolkata - 700001

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Father's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_





**Receipt And Memo of Consideration**

Received from the withinnamed Purchaser the withinmentioned sum of Rs.2,18,830/- (Rupees two lac eighteen thousand eight hundred and thirty) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

<b>Mode</b>	<b>Date</b>	<b>Amount (Rs.)</b>
		2,18,830.00

*Ajit K. Malla*  
*as Constituted*  
*Attorney of*  
*Sabita Naskar*

\_\_\_\_\_  
**[Vendor]**

**Witnesses:**

Signature *Swapn*

Name *Swapn Kaur*

Signature \_\_\_\_\_

Name \_\_\_\_\_

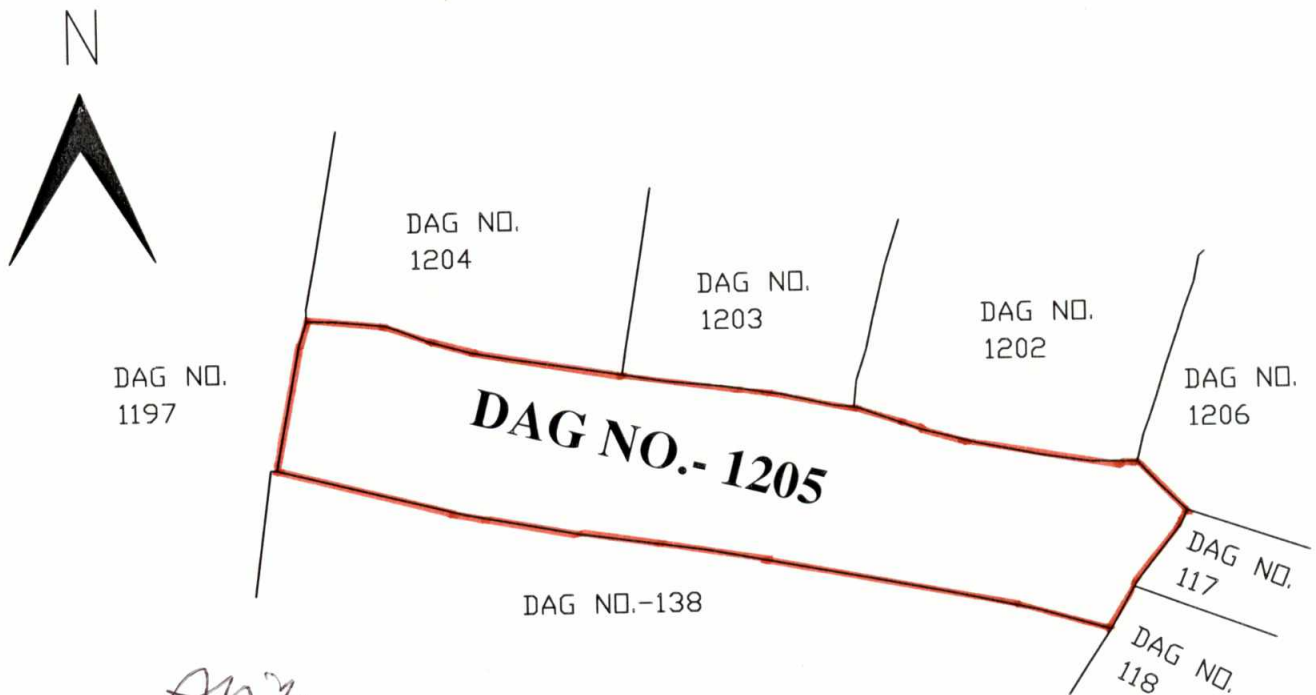


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**SITE PLAN OF R.S. DAG NO.-1205, AT MOUZA-  
KALIKAPUR, J.L. NO.-40, L.R. KHATIAN NO.-501,  
P.S.-RAJARHAT, DIST.- NORTH 24 PARGANAS.**

VENDEE :- ARCH GRIHANIRMAN PVT. LTD.



*Ayiyu molla  
as Constituted Attorney  
of Sabilu Nasrullah*

SIG. OF VENDOR/S:-

**LEGEND : MEAURING 7.2215 OF SALI LAND OUT OF 65 DECIMAL OF DAG  
NO.-1205.**

**SHOWN THUS**





# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
 <i>Rajin Sanlekar</i>						
	Little	Ring	Middle (Left Hand)	Fore	Thumb	
						
	Thumb	Fore	Middle (Right Hand)	Ring	Little	
 <i>Abhishek Malla</i>						
	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





2

**Government Of West Bengal**  
**Office of the A. R. A. - II KOLKATA**  
**5 & 6, Govt Place ( North) , KOLKATA**  
**Endorsement For deed Number :I-05298 of :2009**  
**(Serial No. 13735, 2007)**

**On 20/12/2007**

**Certificate of Market Value(WB PUVI rules 1999)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 223439/-

Certified that the required stamp duty of this document is Rs 11182 /- and the Stamp duty paid as: Impressive Rs- 5000

**Presentation(Under Section 52 & Rule 22A(3) 46(1))**

Presented for registration at 20.12 hrs on :20/12/2007, at the Office of the A. R. A. - II KOLKATA by Raju Sarkar, Claimant.

**Admission of Execution(Under Section 58)**

Execution is admitted on 20/12/2007 by

1. Raju Sarkar, Authorised Signatory, Arch Griha Nirman Pvt. Ltd., Siddha Park,, 99 A, Park Street, Kolkata - 700016, profession : Others

Identified By Arun Kumar Jain, son of . 99 A, Park Street Kolkata - 16 Thana: ., by caste Hindu, By Profession : Service.

**Executed by Attorney**

1. Execution By Ajizul Molla, wife of ., Bajetaraf North 24 Pgs , Thana: Rajarhat By caste Muslim, by Profession : Others, as the constituted attorney of 1. Sabita Naskar is admitted by him.

Identified By Arun Kumar Jain, son of . 99 A, Park Street Kolkata - 16 Thana: ., by caste Hindu, By Profession : Service.

Name of the Registering officer :.....  
**Designation : ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA**

**On 22/12/2007**

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 2398/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on: 22/12/2007

**Deficit stamp duty**

Deficit stamp duty Rs 5990/- is paid, by the draft number 217085, Draft Date 20/12/2007 Bank Name STATE BANK OF INDIA, KOLKATA, received on : 22/12/2007.



Name of the Registering officer :.....  
**Designation : ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA**

**[Tarak Baran Mukherjee]**  
**ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA**

**OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA**

Govt. of West Bengal

1/8/09

**Government Of West Bengal**  
**Office of the A. R. A. - II KOLKATA**  
**5 & 6, Govt Place ( North) , KOLKATA**  
**Endorsement For deed Number :I-05298 of :2009**  
**(Serial No. 13735, 2007)**

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**On 01/06/2009**

**Certificate of Admissibility(Rule 43)**

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

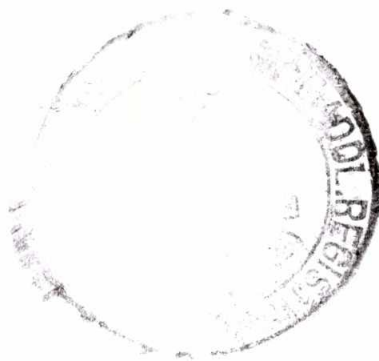
**Deficit stamp duty**

Deficit stamp duty Rs 250/- is paid, by the draft number 924787, Draft Date 30/05/2009 Bank Name State Bank Of India, KOLKATA, received on :01/06/2009.

**Deficit Fees paid**

Deficit amount of Registration fees is realized under Article in rupees : A(1) = 55/- on: 01/06/2009.

Name of the Registering officer :**Tarak Baran Mukherjee**  
**Designation :ADDITIONAL REGISTRAR OF**  
**ASSURANCES-II OF KOLKATA**



[Tarak Baran Mukherjee]

ADDITIONAL REGISTRAR OF ASSURANCES-II OF  
KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF  
KOLKATA

Govt. of West Bengal

30 1/6/09



Dated this 20<sup>th</sup> day of December, 2007

Between

**Sabita Naskar**  
... Vendor

And

**Arch Griha Nirman Private Limited**  
... Purchaser

**CONVEYANCE**

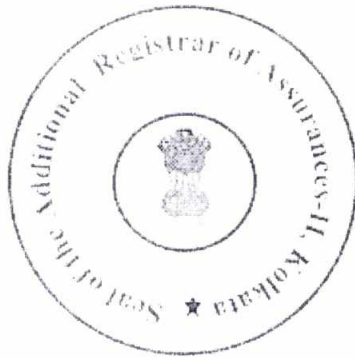
R.S./L.R. Dag No. 1205  
Mouza Kalikapur  
District North 24 Parganas

**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 12  
Page from 3596 to 3609  
being No 05298 for the year 2009.



(Tarak Baran Mukherjee) 06-June-2009  
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA  
Office of the A. R. A. - II KOLKATA  
West Bengal