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BV/133

8355



1207  
1024

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

B 350043

Vide this office Query No. \_\_\_\_\_  
Market Value \_\_\_\_\_

Vide S No  
11130/09  
M.R. 8808



4150

82725/1/08  
depreciation

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

*[Handwritten Signature]*  
10.7.09

Additional Registrar  
of Assurances, II, Kolkata  
11.8.09

**CONVEYANCE**

1. **Date:** 20<sup>th</sup> December, 2007
2. **Place:** Kolkata
3. **Parties:**
- 3.1 **Abdul Rezzak**, son of Abdul Jabbar, residing at Patharghata, Post Office Teghoria, Police Station Rajarhat, District North 24 Parganas (**Vendor**, includes successors-in-interest)

2025  
250

Vendor  
82725

Dr-902  
11/11/09  
11/11/09  
11/11/09  
11/11/09

91398

20 DEC 2007

Sold to... SAHA & RAY  
Advocates  
Address... 3A/1, 3rd Floor, Hastings Chambers  
7C, Kiran Sharma Roy Road  
Rs... Kolkata - 700001.

L. S. VENDOR  
HIGH COURT

4 x 1000 = 4000  
100 = 100  
50 = 50  
4150

*[Handwritten signature]*

*[Handwritten signature]*  
20/12/07

Raja Sarkar



2985

LT1 of Abdul Selim Molla  
by the Pen of Azizul Molla  
As Contributed Attorney  
of Abdul Razzak



Azizul Molla  
Shah Meank Ali Molla  
Palhar ghanta  
P. S. Rajarhat  
211 Farojanas (N)  
Buse Ness

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20/12/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 350044

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**.

9/398

20 DEC 2007

To ..... SAHA & RAY  
Advocates  
Sold to... 3A/1, 3rd Floor, Hastings Chambers  
Address . 7C, Kiran Shankar Roy Road  
Kolkata - 700001.  
Rs. 1000

L. S. VENKAT  
HIGH COURT

4 x 1000 = 4000  
100 = 100  
50 = 50  
3450



*[Handwritten signature]*

20. 12.07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 350045

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance:**

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 2.73 (two point seven three) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. *Dag* No. 1174, recorded in L.R. *Khatian* No. 48/1, *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**).

91398

20 DEC 2007

No ..... SAHA & RAY  
Advocates  
sold to... 3A/1, 3rd Floor, Hastings Chambers  
Address ...7C, Kiran Shankar Roy Road  
Rs. 1000 ... Kolkata - 700001.

Handwritten calculations:  
1000 = 1000  
100 = 100  
50 = 50  
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1150

S. VENKAT  
HIGH COURT



20. 12. 07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 350046

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:

9/398

20 DEC 2007

No. .... SAHA & RAY  
Advocates  
Sold to ... 3A11, 3rd Floor, Hastings Chambers  
Address .. 12, Niran, Shankar Roy Road  
Kolkata - 700001.  
Rs. .... NP .....

4 x 1000 = 4000  
1 x 100 = 100  
1 x 50 = 50  
34150

L. S. VENKAT  
HIGH COURT



20.12.07





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 006293

- 5.1.1 **Ownership of Vendor:** Abdul Rezzak, the Vendor herein, is the undisputed and absolute owner of the land measuring 3 (three) decimal, more or less, but on physical survey it is found to measure 2.73 (two point seven three) decimal, more or less and is the Said Property described in the **Schedule** below and the Vendor got his name recorded in the records of the Land Revenue Settlement in L.R *Khatian* No. 48/1.

91398

20 DEC 2007

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Sold to... SAHA & RAY  
Advocates  
Address: 2A/1, 3rd Floor, Hastings Chambers  
7C, Kiran Shankar Roy Road  
Rs. 100 Kolkata - 700017

U. S. V. MOOR.  
HIGH COURT

~~Rs 1000 = 4000~~  
~~Rs 100 = 100~~  
~~Rs 50 = 50~~  
~~Rs 150~~



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20.12.07



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

B 862743

- 5.1.2 **Absolute ownership of Vendor:** In the aforesaid circumstances, the Vendor became the undisputed and absolute owner of the Said Property.
- 5.1.3 **Power of Attorney:** By a General Power of Attorney (**GPA**) dated 26<sup>th</sup> September, 2007, registered in the Office of the Additional District Sub Registrar, Bidhannagar, Salt Lake City, in Book No. IV, Volume No. 1, Pages 5907 to 5913, Being No. 00764 for the year 2007, the Vendor has appointed, constituted and nominated Abdul Selim Molla, as his 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.

91398

20 DEC 2007

No. .... SAHA & RAY  
 Sold to... .. Advocates  
 Address ... 3A/1, 3rd Floor, Hastings Chambers  
 ... .. Road  
 ... .. Kolhapur - 700001  
 Rs. 50

4 x 1000 = 4000  
 1 x 100 = 100  
 1 x 50 = 50  
 4150

L. S. VEDOR.  
 HIGH COURT C

20.12.07

- 5.1.4 **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.
- 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, *wakf*, 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.



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## 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 *sali* (agricultural) land measuring 2.73 (two point seven three) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. *Dag* No. 1174, recorded in L.R. *Khatian* No. 48/1, *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 of the Said Property, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.82,725/- (Rupees eighty two thousand seven hundred and twenty five) 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, *wakf*, 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.



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- 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, 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 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, 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)**

*Sali* (agricultural) land measuring 2.73 (two point seven three) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. *Dag* No. 1174, recorded in L.R. *Khatian* No. 48/1, *Mouza* Kalikapur, J.L. No.40, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas and the said *Dag* being delineated on



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**Plan** annexed hereto and bordered in colour **Red** thereon and the said *Dag* being butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* No. 1175
- On the East** : By R.S./L.R. *Dag* Nos. 1187 and 1188
- On the South** : By R.S./L.R. *Dag* No. 1189
- On the West** : By R.S./L.R. *Dag* No. 1173

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

**9. Execution and Delivery:**

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

*As Solicited Attorney  
of Abdul Rezaq*

*LTI of Abdul Selim Molla  
by the pen of Abizul Molla*  
[Vendor]

**Witnesses:**

Signature *Swapan K.*  
Name *Swapan Kar*  
Father's Name *R. N. Kar*  
Address *7C, K. S. Roy*  
*Road Kolkata-70009*

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



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**Receipt And Memo of Consideration**

Received from the withinnamed Purchaser the withinmentioned sum of Rs.82,725/- (Rupees eighty two thousand seven hundred and twenty five) 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>
		82,725.00

As Counsel to Attorney of  
Abdul Rezzak



L.P. of Abdul Selim Holla  
by the son of  
Abdul Molla  
[Vendor]

1

**Witnesses:**

Signature Swapan

Name Swapan Ray

Signature \_\_\_\_\_

Name \_\_\_\_\_



Handwritten signature

**Government Of West Bengal**  
**Office of the A. R. A. - II KOLKATA**  
**5 & 6, Govt Place ( North) , KOLKATA**  
Endorsement For deed Number :I-08355 of :2009  
(Serial No. 13736, 2007)

On 20/12/2007

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

Presented for registration at 20.13 hrs on :20/12/2007, at the Private residence by Raju Sarkar, Claimant.

Executed by Attorney

1. Execution By Abdul Selim Molla, son of ... , Patharghata Tegharia North 24 Pgs , Thana: Rajarhat By caste Muslim, by Profession :Others, as the constituted attorney of 1. Abdul Rezzak is admitted by him.  
Identified By Azizul Molla, son of Manik Ali Molla Patharghata 24 Pgs( N) Thana: Rajarhat, by caste Muslim, By Profession :Business.

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) = 902/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:22/12/2007

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

On 07/07/2009

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- 82725/-

Certified that the required stamp duty of this document is Rs 4136 /- and the Stamp duty paid as: Impressive Rs- 4150



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 11/8/09

**Government Of West Bengal**  
**Office of the A. R. A. - II KOLKATA**  
**5 & 6, Govt Place ( North) , KOLKATA**  
Endorsement For deed Number :I-08355 of :2009  
(Serial No. 13736, 2007)

---

**On 11/08/2009**

**Certificate of Admissibility(Rule 43)**

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

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

11/8/09



**Government Of West Bengal**  
**Office of the A. R. A. - II KOLKATA**  
**5 & 6, Govt Place ( North) , KOLKATA**  
Endorsement For deed Number :I-08355 of :2009  
(Serial No. 13736, 2007)

---

**On 11/08/2009**

**Certificate of Admissibility(Rule 43)**

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

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



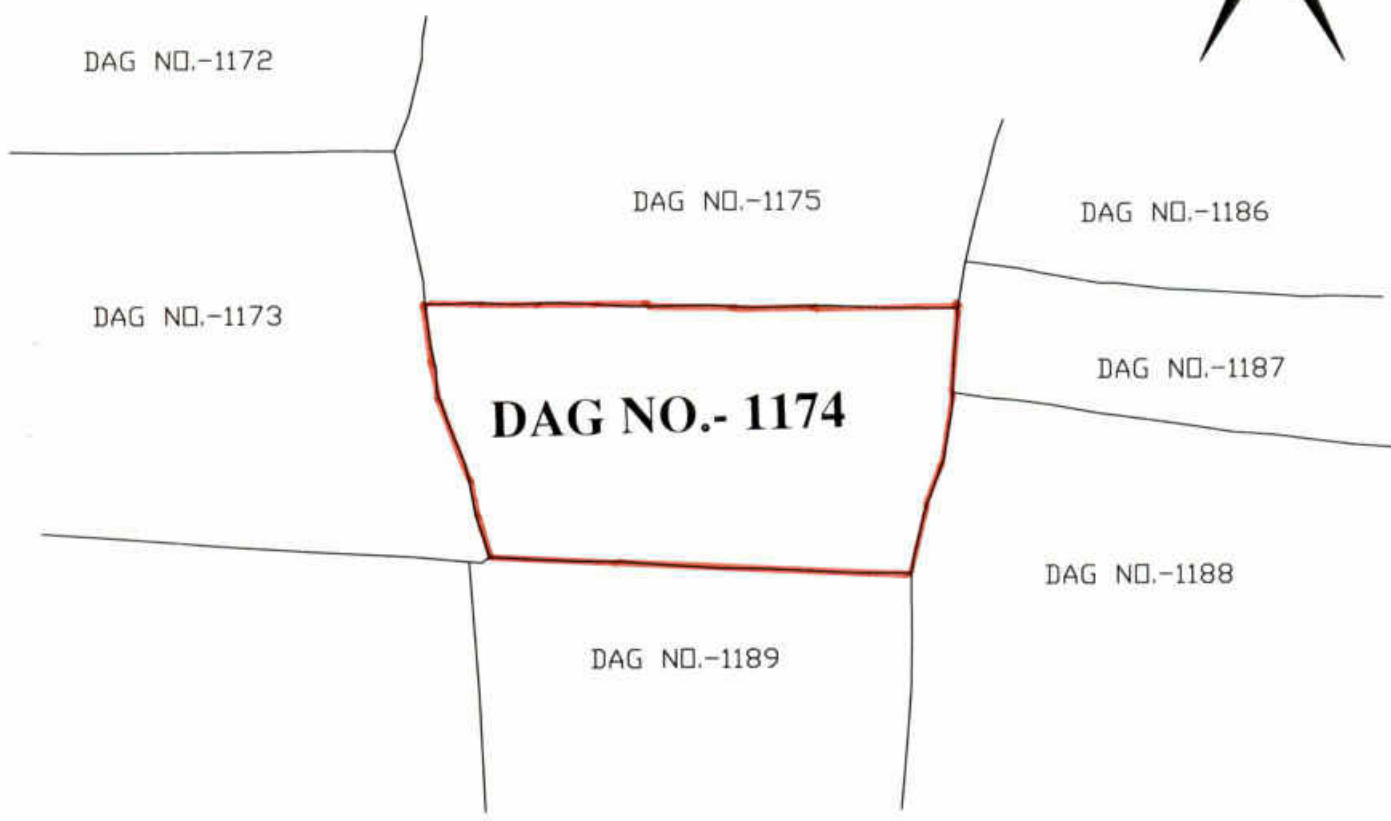
[Tarak Baran Mukherjee]  
ADDITIONAL REGISTRAR OF ASSURANCES-II OF  
KOLKATA  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF  
KOLKATA

Govt. of West Bengal

11/8/09

**SITE PLAN OF R.S. DAG NO.-1174, AT MOUZA  
KALIKAPUR, J.L. NO.-40, L.R. KHATIAN NO.- 48/1,  
P.S.-RAJARHAT, DIST.- NORTH 24 PARGANAS.**

VENDEE :- ARCH GRIHANIRMAN PVT. LTD.



*Lot of Abdul Selim Holla  
by the plan of*

*Abizul molla*

**SIG. OF VENDOR/S:-**

**LEGEND : MESURING 2.73 DECIMAL OF SALI LAND OUT OF 60 DECIMAL OF  
DAG NO.-1174.**

**SHOWN THUS**

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# SPECIMEN FORM TEN FINGER PRINTS

Signature of the  
executants and/or  
purchaser  
Presentants



*Rajiv Saha*

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



*Abdul  
Selim Molla  
by the son of*

*Abizul  
molla*

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



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

Between

Abdul Rezzak  
... Vendor

And

Arch Griha Nirman Private Limited  
... Purchaser



**CONVEYANCE**

R.S./L.R. Dag No. 1174  
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 17  
Page from 10372 to 10394  
being No 08355 for the year 2009.



  
(Tarak Baran Mukherjee) 13-August-2009  
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA  
Office of the A. R. A. - II KOLKATA  
West Bengal