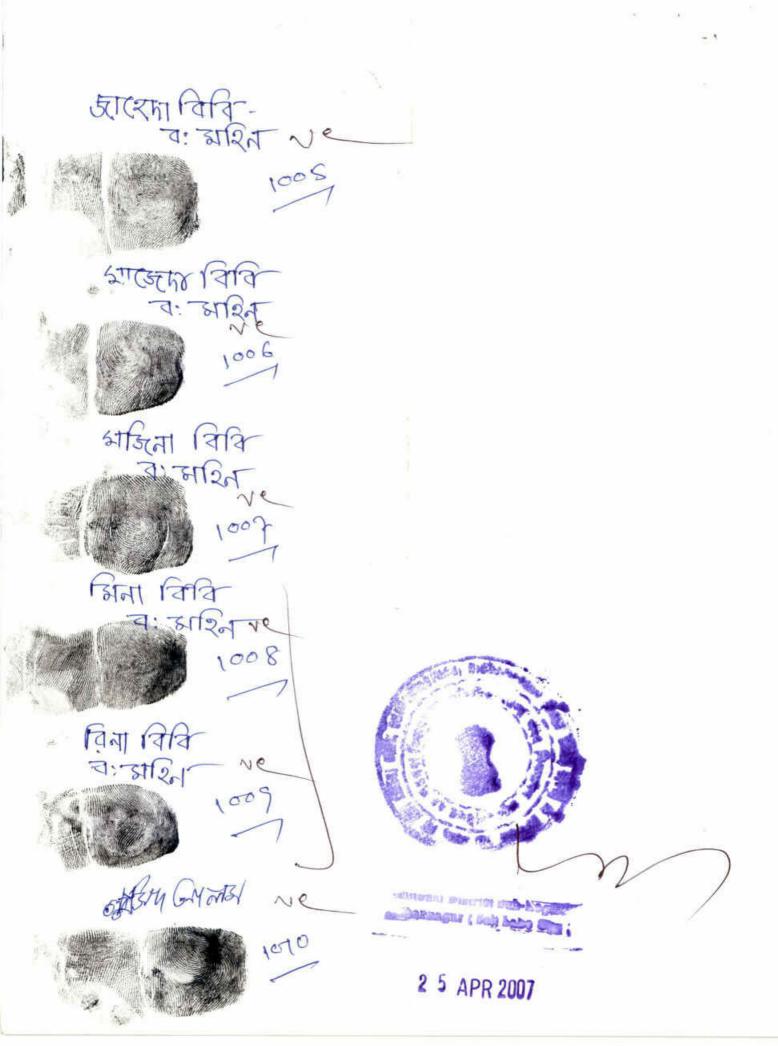


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Achhiran Bibi, wife of Late Elem Bux 3.2 Rajia Bibi, daughter of Late Elem Bux 3.3 Jaheda Bibi, daughter of Late Elem Bux 3.4 Majeda Bibi, daughter of Late Elem Bux 3.5 Marjena Bibi, wife of Late Abedin Molla 3.6 Mina Bibi, daughter of Late Abedin Molla 3.7 3.8 Rina Bibi, daughter of Late Abedin Molla 3.9 Khursid Alam, son of Late Abedin Molla 3.10 Mithun Molla, son of Late Abedin Molla all residing at Teghoria, Police Station Rajarhat, North 24 Parganas (collectively **Vendors**, includes successors-in-interest) Arch Griha Nirman Private Limited, a company incorporated under provisions of the Companies Act, 1956, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016 (Purchaser, includes successors-in-interest). Vendors and Purchaser collectively Parties and individually Party NOW THIS CONVEYANCE WITNESSES AS FOLLOWS: Subject Matter of Conveyance: Said Property: Undivided 0.2811 (zero point two eight one one) share in sali (agricultural) land, measuring 16.87 (sixteen point eight seven) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. Dag No.1174, recorded in L.R. Khatian No.109, Mouza Kalikapur, J.L. No. 40, Police Station Airport, Sub-Registration Office Bidhan Nagar, District North 24 Parganas, the said Dag being demarcated in colour Red on the Plan attached and more fully described in the 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 Elem Bux in the Mother Property: Elem Bux was the recorded 5.2 owner of an undivided 0.500 (zero point five zero zero) share in sali (agricultural) land, measuring 30 (thirty) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. Dag No.1174, recorded in L.R. Khatian No.109, Mouza Kalikapur (Mother Property) and his name is recorded in the record of the Land Revenue Settlement in L. R. Khatian No.109.



- Demise of Elem Bux: Elem Bux, a Mohammedan governed by the Sunni School of 5.3 Mohammedan Law died intestate leaving behind him surviving his wife namely Achhiran Bibi (Vendor No. 3.2 herein), 5 (five) sons, namely Abdul Hamid (Vendor No. 3.1 herein), Jalal Molla, Abedin Molla, Abdul Selim Molla and Abdul Hai Molla and 4 (four) daughters, namely, Rajia Bibi (Vendor No. 3.3 herein), Jaheda Bibi (Vendor No. 3.4 herein), Majeda Bibi (Vendor No. 3.5 herein), and Jahera Bibi, as his only legal heirs and heiresses (collectively Legal Heirs Of Elem Bux) as confirmed by the Office of the Patharghata Gram Panchayat, Patharghata, Rajarhat, North 24 Parganas dated 27th January, 2005, who collectively inherited the Mother Property absolutely and forever.
- Demise of Abedin Molla: Abedin Molla, a Mohammedan governed by the Sunni 5.4 School of Mohammedan Law died intestate leaving behind him surviving his wife namely Marjena Bibi (Vendor No. 3.6 herein), 2 (two) sons, namely Khursid Alam (Vendor No. 3.9 herein) and Mithun Molla (Vendor No. 3.10 herein) and 2 (two) daughters, namely, Mina Bibi (Vendor No. 3.7 herein) and Rina Bibi (Vendor No. 3.8 herein), as his only legal heirs and heiresses (collectively Legal Heirs Of Abedin Molla) as confirmed by the Office of the Patharghata Gram Panchayat, Patharghata, Rajarhat, North 24 Parganas dated 20th February, 2007, who collectively inherited the Mother Property absolutely and forever.

Absolute Ownership of the Legal Heirs Of Elem Bux and Legal Heirs Of Abedin Molla: In the abovementioned circumstances, the Legal Heirs Of Elem Bux and Legal Heirs Of Abedin Molla have become the absolute and joint owners of the Mother Property.

Absolute Ownership of the Vendors: In the abovementioned circumstances, the Vendors have become the absolute and joint owners of the Said Property, being a part of the Mother Property.

True and Correct Representations: The Vendors are the absolute, joint and undisputed owners of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

Representations, Warranties, and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:

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 Municipal Authority or Government or any Statutory Body.

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.

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

5.8.3

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- 5.8.4 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.
- 5.8.5 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.
- 5.8.6 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.
- 5.8.7 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.
- 5.8.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, 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.

**No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

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:

**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**), have agreed to purchase the Said Property from the Vendors.

Transfer:

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, being an undivided 0.2811 (zero point two eight one one) share in sali (agricultural) land, measuring 16.87 (sixteen point eight seven) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. Dag No.1174, recorded in L.R. Khatian No.109, Mouza Kalikapur, J.L. No. 40, Police Station Airport, Sub-Registration Office Bidhan Nagar, District North 24 Parganas, the said Dag being demarcated in colour Red on the Plan attached 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 encumbrance.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.4,09,000/- (Rupees four lac and nine thousand) paid by the Purchaser to the

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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.
- 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, debutters, 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.
- 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**.

Subject to: The transfer being effected by this Conveyance is subject to:

**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.

**Transfer of Property Act:** all obligations and duties of vendors and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

**Delivery of Possession:** Khas<sub>s</sub>-vacant and peaceful possession of the Said Property has been handed over to the Purchaser.

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.

Holding Possession: The Vendors hereby covenant 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 Vendors or any person or persons lawfully

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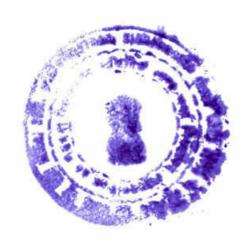
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or equitably claiming any right or estate therein from under or in trust from the Vendors.

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.

No Objection to Mutation: The Vendors declare that the Purchaser shall be fully entitled to mutate the its name in all public and statutory records and the Vendors hereby expressly (I) 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.

**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)

Undivided 0.2811 (zero point two eight one one) share in sali (agricultural) land, measuring 16.87 (sixteen point eight seven) decimal out of 60 (sixty) decimal, more or less, contained in R.S./L.R. Dag No.1174, recorded in L.R. Khatian No.109, Mouza Kalikapur, J.L. No. 40, Police Station Airport, Sub-Registration Office Bidhan Nagar, District North 24 Parganas, the said Dag being demarcated in colour **Red** on the **Plan** attached and 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.

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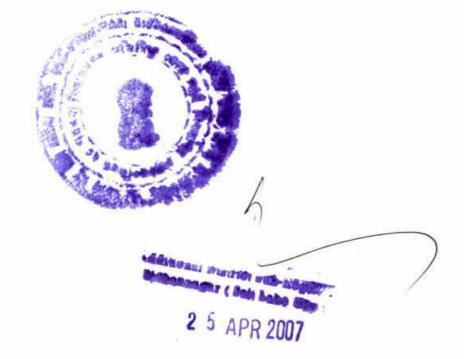
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9.	Execution	and	Delivery	•
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9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

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[Vendors]	

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## Receipt And Memo of Consideration

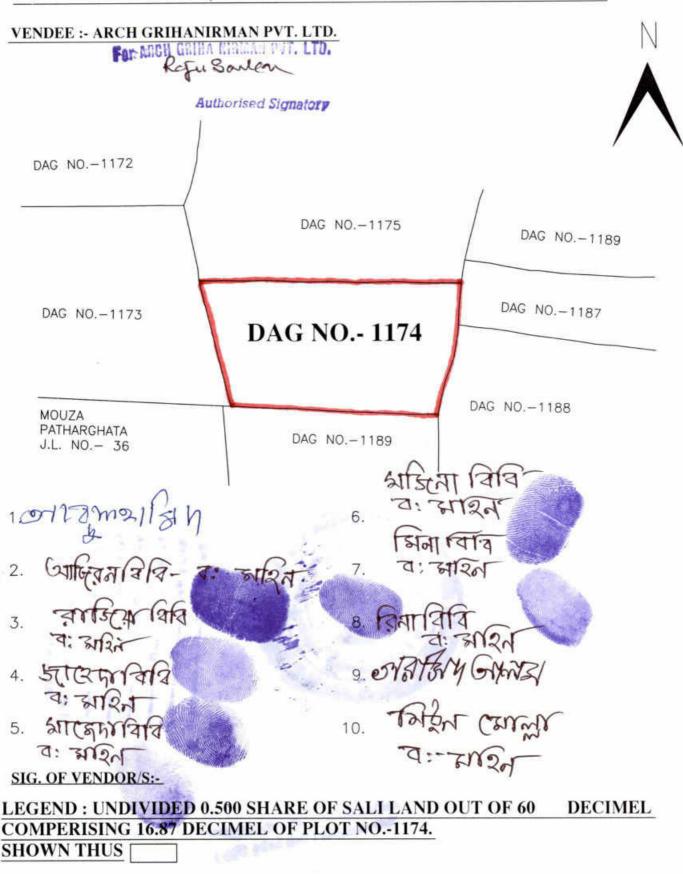
Received from the withinnamed Purchaser the withinmentioned sum of Rs.4,09,000/- (Rupees four lac and nine thousand) towards full and final payment of the consideration for sale of the Said Property described in the **2<sup>nd</sup> Schedule** above, in the following manner:

Mode Cash	Date 25-4-07	Bank	Amount (Rs.)	Favouring
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	*	[Vendors]		
Signature 51	2N	Signatur	Shapi Shanoo	Zwe



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# SITE PLAN OF R.S. DAG NO.-1174, AT MOUZA-KALIKAPORE, J.L. NO.-40, L.R. KHATIAN NO.-109, P.S.-RAJARHAT, DIST.- NORTH 24 PARGHANAS.





2 5 APR 2007

# SPECIMEN FORM TEN FINGER PRINTS

SI. Signature of the executants and/or purchaser Presentants					
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301 30121/8 V	Little	Ring	Middle (Left	Fore Hand)	Thumb
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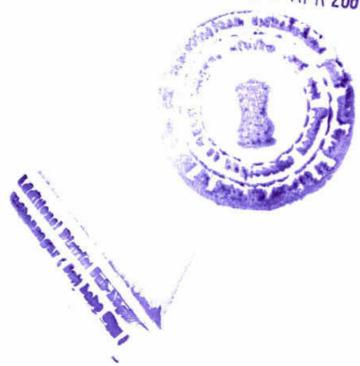
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2 5 APR 2007





# Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endorsement For deed Number :I-00147 of :2008 (Serial No. 03438, 2007)

#### On 01/01/1900

# 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-2045000/-

Certified that the required stamp duty of this document is Rs 102250 /- and the Stamp duty paid as: Impresive Rs- 10

Name of the Registering officer:

Designation: ADDITIONAL DISTRICT SUB-REGISTRAR

On 25/04/2007

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

Execution is admitted on :25/04/2007 by

1. Abdul Hamid, son of Elem Box, Tegharia, Thana Rajarhat, By caste Muslim, by Profession :Cultivation Identified By Mahin., son of Ajijul Tegharia Thana: Rajarhat, by caste Muslim, By Profession :----.

Name of the Registering officer :Nurul Amin Khan
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 27/04/2007

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 4488/- on:27/04/2007

#### Deficit stamp duty

Deficit stamp duty: 1.Rs 9000/- is paid by the draft no.:145484, Draft date:25/04/2007, Bank name:State Bank Of India, Bikash Bhavan (GOC), recieved on:27/04/2007, 2.Rs 9000/- is paid by the draft no.:145483, Draft date:25/04/2007, Bank name:State Bank Of India, Bikash Bhavan (GOC), recieved on:27/04/2007, 3.Rs 2450/- is paid by the draft no.:145486, Draft date:25/04/2007, Bank name:State Bank Of India, Bikash Bhavan (GOC), recieved on:27/04/2007.

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

Presented for registration at 15.02 on :27/04/2007, at the Office of the A. D. S. R. BIDHAN NAGAR by Raju Sarkar, Claimant

[Nurul Amin Khan]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR

Govt. of West Bengal

Page: 1 of 2



Additional District Sub-Regis:

-7 JAN 2008

## Government Of West Bengal Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endorsement For deed Number :1-00147 of :2008 (Serial No. 03438, 2007)

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

Execution is admitted on :27/04/2007 by

- 1. Achhiran Bibi, wife of Elem Box, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 2. Raija Bibi, daughter of Elem Box, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 3. Jaheda Bibi, daughter of Elem Box, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 4. Majeda Bibi, daughter of Elem Box, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 5. Marjena Bibi, wife of Lt Abedin Molla, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 6. Mina Bibi, daughter of Lt Abedin Molla, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation 7. Rima Bibi, daughter of Lt Abedin Molla, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 8. Khursid Alam, son of Lt Abedin Molla, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 9. Mithun Molla, son of Lt Abedin Molla, Tegharia, Thana Rajarhat, By caste Muslim, by Profession: Cultivation
- 10. Raju Sarkar, Autho Signature, Arch Griha Nirman Pvt Ltd, 99 A Park St, profession :----

Identified By Mahin ., son of Ajijul Tegharia Thana: Rajarhat, by caste Muslim, By Profession :----

Name of the Registering officer: Nurul Amin Khan Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 07/01/2008

#### 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, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

#### Deficit stamp duty

Deficit stamp duty: 1.Rs 41810/- is paid by the draft no.:694926, Draft date:24/12/2007, Bank name:STATE BANK OF INDIA. Mohisgote, recieved on: 07/01/2008. 2.Rs 40000/- is paid by the draft no.: 694927, Draft date: 24/12/2007, Bank name: STATE BANK OF INDIA, Mohisgote, recieved on: 07/01/2008.

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#### Deficit Fees paid

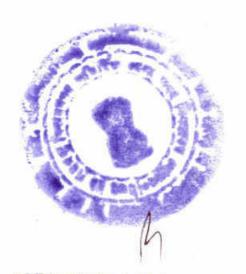
Deficit amount of Registration fees is realized under Article in rupees: A(1) = 17996/- on: 07/01/2008

Name of the Registering officer: Nurul Amin Khan Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

[Nurul Amin Khan] ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN NAGAR

Govt. of West Bengal

Page: 2 of 2



Additional District Sub-Regist

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# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 2843 to 2861 being No 00147 for the year 2008.



(Nurul Amin Khan) 07-January-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal DATED 25th DAY OF April

, 2007

## Between

Abdul Hamid & Ors. ... Vendors

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