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SHIVEAWAN NIRMAN PRIVATE LIME Anirbon Bhalfachonya NAME
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1 4 MAR 2043

SURANJAN MUKHERIE

Licensed Stamp Vendor

C. C. Court

2 & 3. K. S. Roy Road, Kisl-1

1 4 MAR 2013 1 4 MAR 2013

Manotoh Vsaishx1



Smay Zen In.

5/0- A.K. Sadhu

99A, Park Street.

Kolkafa- 16.

Occupation- Service

ODITIONAL REGISTRAR
OF ASSURANCES N. MOLINATA
1 5 MAY 2013



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

Endorsement For Deed Number : I - 10311 of 2013 (Serial No. 06808 of 2013 and Query No. 1902L000015465 of 2013)

On 15/05/2013

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

Presented for registration at 17.21 hrs on :15/05/2013, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 15/05/2013 by

- Manotosh Baishya, son of Lt Suresh Chandra Baishya, Vill & P O- Patulia, Kol, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700119, By Caste Hindu, By Profession: Others
- Anirban Bhattacharya
 Authorized Signatory, Shivpawan Nirman Pvt Ltd, 101 Park Street 2nd Floor, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

 By Profession: Service

Identified By Sanjay Sadhu, son of A K Sadhu, 99a Park Street, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service.

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

On 16/05/2013

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.-11,90,000/-

Certified that the required stamp duty of this document is Rs.- 59520 /- and the Stamp duty paid as: Impresive Rs.- 50/-

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-'I

On 18/07/2013

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 Draft

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

18/07/2013 13:20:00



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

Endorsement For Deed Number: I - 10311 of 2013 (Serial No. 06808 of 2013 and Query No. 1902L000015465 of 2013)

Rs. 13177/- is paid, by the draft number 333426, Draft Date 02/07/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 18/07/2013

(Under Article: A(1) = 13079/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 18/07/2013)

Deficit stamp duty

Deficit stamp duty Rs. 59520/- is paid , by the draft number 333425, Draft Date 02/07/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 18/07/2013

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



(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

Station Park Street, Kolkata-700016, represented by its authorized signatory, Anirban Bhattacharya son of Giridhari Bhattacharya 2nd Floor, 101 Park Street, Police Station Park Street, Kolkata-700016 (PAN AASCS6839A)

(Purchaser, includes successors-in-interest).

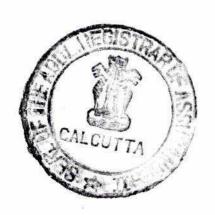
Vendor and Purchaser are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 9.1253 (nine point one two five three) decimal [equivalent to 5 (five) cottah 8 (eight) chittack 22 (twenty two) square feet], more or less, out of 56 (fifty six) decimal, being the portion of R.S. Dag No. 760, corresponding L.R. Dag No. 1588, recorded in L.R. Khatian Nos. 414, 508, 798, and 2346, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayet (PGP), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below and the said R.S. Dag No. 760 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 have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Deed of Partition: By a Deed of Partition in Bengali Language (Bantan Patra) dated 19th November, 1964, registered in the Office of the Sub-Registrar, Barackpore, in Book No. I. Volume No. 77, at Pages 36 to 49, being Deed No. 5694 for the year 1964, Binod Bala, Baishya, wife of Late Harinath Baishya, became the absolute owner of land measuring 16 (sixteen) decimal, more or less, out of 56 (fifty six) decimal, being the portion R.S. Dag No. 760, corresponding L.R. Dag No. 1588, recorded in L.R. Khatian No. 2346 and Nilendu Kumar Baishya, Bimalendu alias Bimal Kumar Baishya and Santosh Kumar Baishya became the absolute owners of land measuring 40 (forty) decimal, more or less, out of 56 (fifty six) decimal, being the portion of land in R.S. Dag No. 760, corresponding L.R. Dag No. 1588, recorded in L.R. Khatian Nos. 414, 508 and 798, free from all encumbrances.
- 5.1.2 Demise of Binod Bala Baishya: On or about 12th January, 2001, Binod Bala Baishya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving, his 3 (three) sons, namely, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya, Nilendu Kumar Baishya and Santosh Kumar Baishya, and his only daughter Gouri Baishya as her only legal heir and heiresses, who jointly and in equal share inherited the right, title and interest of the Late Binod Bala Baishya, in the Said Property, free from all encumbrances.
- 5.1.3 Demise of Nilendu Kumar Baishya: On or about 20th January, 2005, Nilendu Kumar Baishya, a Hindu bachelor, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving, his 2 (two) brothers, namely, Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya and Santosh Kumar Baishya, and his only sister, Gouri Baishya as his only legal heir and heiresses, who jointly and in equal share inherited the right, title and interest of the Late Nilendu Baishya, in the Said Property, free from all encumbrances.
- 5.1.4 Sale to Vendor: By Deed of Conveyance in Bengali language (kobala) dated 25th September, 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No.
 1, CD Volume No. 25, at Pages 6454 to 6468, being Deed No.10192 for the year 2012, Bimalendu Kumar Baishya alias Bimal Kumar Baishya, Santosh Kumar Baishya and Gouri Baishya sold, transferred and conveyed their right, title and interest in the Said property, free from all encumbrances and for the consideration mentioned therein.

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ADDITIONAL REGISTRAR
OF ASSURANCES 1 1 5 MAY 2013

- 5.1.5 Absolute Ownership of Vendor: In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represent, warrant and covenant 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 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 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 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 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' 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 basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and 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).

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6.2 Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (Second Company) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

7. Transfer

- Hereby Made: The Vendor hereby sell, convey and transfer to the Purchaser the entirety of the Vendor' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the Schedule below, being, Land classified as sali (agricultural) measuring 9.1253 (nine point one two five three) decimal [equivalent to 5 (five) cottah 8 (eight) chittack 22 (twenty two) square feet],, more or less, out of 56 (fifty six) decimal, being the portion of R.S. Dag No. 760, corresponding L.R. Dag No. 1588, recorded in L.R. Khatian Nos. 414, 508, 798, and 2346, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below and the said R.S. Dag No. 760 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.II,90,000/- (Rupees eleven lac and ninety thousand) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Vendor' Receipt and Memo of Consideration hereunder written, admit and acknowledge.
- 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' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor hasin 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:

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ADDITIONAL REGISTRAR
OF ASSURANCES N. HOLKATA
1 5 MAY 2013

- 9.2.1 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.
- 9.2.2 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, peaceful and physical possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 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 Vendor, with regard to which the Vendor hereby indemnify and agree to keep the Purchasers 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 assigns, 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 assigns 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 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 Vendor undertakes to co-operate with the Purchaser in all respect for causing 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 Vendor hereby covenants that the Vendor or any person claiming under them, 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 assigns, 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 9.1253 (nine point one two five three) decimal [equivalent to 5 (five) *cottah* 8 (eight) chittack 22 (twenty two) square feet], more or less, out of 56 (fifty six) decimal, being the portion of R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 1588, recorded in L.R. *Khatian* Nos. 414, 508, 798, and 2346, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below and the said R.S. *Dag* No. 760 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

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Report



ADDITIONAL REGISTRAR OF ASSURANCES 4, MOLKATA 1 5 MAY 2013 On the North

: By .R.S. Dag No.761 and 767/1687

On the East

: By R.S. Dag Nos. 768, 767/1687 and 771

On the South

: By R.S. Dag No. 759, 757 and 756

On the West

: By R.S. Dag No. 700

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.

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

Manutosh Baishya]
[Vendor]

[Shivpawan Nirman Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted by:

Jautush Chaudhuri Advocate High Court Calcutta

Witnesses:

Signature: Janyay Sant

Name: SANJAY SADHU

Father's Name: A. K. Sadhu

Address: 99A, Tark Street

Kolkarta-700H

Signature:

Name: RAJESH"

Father's Name: O.P. AGARWAL

Address: 99A, PARK STREET

1(OLKATA - 700 016



ADDITIONAL REGISTPAR
OF ASSURANCES-4, KOLKATA
1 5 MAY 2013

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.11,90,000/- (Rupees eleven lac and ninety thousand) towards full and final payment of the Total Consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.) 5,95,000/- 5,95,000/-
By Pay Order No. 002330	15.05.2013	AXIS Bank Ltd, Nimta	
By Pay Order No. 002331	15.05.2013	AXIS Bank Ltd, Nimta	
		Total	11,90,000/-

Manotosh Baishya]
[Vendor]

Witnesses:

Signature Sampy Zow h

Name: SANTAX SADHU

Signature

Name

ESH ALARW

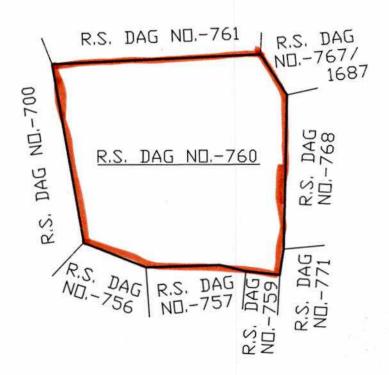


ADDITIONAL RESISTRAR
OF ASSURANCES A, KOLKATA
1 5 MAY 2013

SITE PLAN OF R.S. DAG NO.- 760 CORRESPONDING L.R. DAG NO.-1588, L.R. KHATIAN NO.- 414, 508, 798 & 2346, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS



Total Area in Dag No.760 is 56 Decimal



Shiopawan Nirman Private Limited

an Ishallacharya Authorised Signatory

Manadosh. Bashol

NAME & SIGNATURE OF THE VENDOR/S.:

NAME & SIGNATURE OF THE PURCHASER/S. :

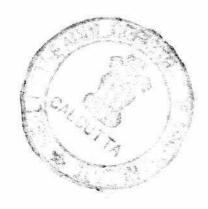
LEGEND: 9.1253 DECIMAL EQUIVALENT TO 5K. 8CH. 22SQ.FT. MORE OR LESS

UNDIVIDED SHARE OF SHALI LAND OUT OF 56 DECIMAL OF R.S.

DAG NO.- 760 CORRESPONDING L.R. DAG NO.- 1588.

SHOWN THUS:





OF ASSURANCES N. MOLKATA

SPECIMEN FORM TEN FINGER PRINTS

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ADDITIONAL REGISTRAR
OF ASSURANCES 4, KOLKATA
1 5 MAY 2013

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 31 Page from 1019 to 1031 being No 10311 for the year 2013.



(Dulal chandraSaha) 19-July-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal