

01204/2013

KDH/72

1614/2013

Saha & Ray



पश्चिम बंगाल WEST BENGAL

Mr. 2196/D

64AA 019404



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

Additional Registrar of Assurances-II, Kolkata

CONVEYANCE

Date: 2nd February 2013

Place: Kolkata

Parties:

1. Dulal Baishya, son of Late Dhirendranath Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas

Mita Ghosh S. Das
Ruby Baishya.

R. Baishya.

Sangita Baishya.
Utpal Baishya

Baishya

1 34324

RK Agn

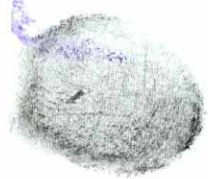


c-613

SHIVRATRI PROJECTS PRIVATE LIMITED

RK Agn

Director/Authorised Signatory



c-614

Rakhal ch. Baisya



c-615

Satish Chandra Baisya



c-616

Satish Chandra Baisya



c-617

Sangita Baisya



c-618

Ruby Baisya



c-619

Iti Dutta

Lamir Kr. Karmakar

SAHA & RAY
Advocates

HA. 3A11, 3rd Floor, Hastings Chambers
ADD. 7C, Kiran Shankar Roy Road
Rs. Kolkata - 700061
28 JAN 2013
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

28 JAN 2013

28 JAN 2013



ADDITIONAL REGISTRAR
OF ASSURANCE
2 FEB 2013



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

Endorsement For Deed Number : I - 01614 of 2013
(Serial No. 01204 of 2013 and Query No. L000003196 of 2013)

On 02/02/2013

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

Presented for registration at 16.28 hrs on :02/02/2013, at the Private residence by Rajesh Agarwal ,Claimant.

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

Execution is admitted on 02/02/2013 by

1. Dulal Baishya, son of Late D N Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Utpal Baishya, son of Late D N Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
3. Swapna Das, wife of Subrata Das , Tollygunge Phari, Kol, Thana:-Charu Market, P.O. :-Tollygunge ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Others
4. Mita Ghosh, wife of Debdatta Ghosh , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
5. Iti Dutta, wife of Swapan Dutta , Dakhbanglo More, Thana:-Barasat, P.O. :-Barasat ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
6. Rakhal Baishya, son of Late S Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
7. Sanchita Baishya, wife of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
8. Rubi Baishya, daughter of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
9. Sanjita Baishya, daughter of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
10. Rajesh Agarwal
Authorised Signatory, Shivratri Project Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016,
By Profession : Others
Identified By Samir Kumar Karmakar, son of Jiban Karmakar, Dangapara, Rahara, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118, By Caste: Hindu, By Profession: Business.



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

11/02/2013 15:37:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 01614 of 2013
(Serial No. 01204 of 2013 and Query No. L000003196 of 2013)

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

On 04/02/2013

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.-4,86,403/-

Certified that the required stamp duty of this document is Rs.- 24340 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

Execution is admitted on 04/02/2013 by

1. Sohini Baishya, daughter of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
 Identified By Samir Kumar Karmakar, son of Jiban Karmakar, Dangapara, Rahara, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118, By Caste: Hindu, By Profession: Business.

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

On 11/02/2013

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

Rs. 5444/- is paid , by the draft number 753245, Draft Date 05/02/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/02/2013

(Under Article : A(1) = 5346/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/02/2013)

Deficit stamp duty

Deficit stamp duty Rs. 24340/- is paid , by the draft number 753246, Draft Date 05/02/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 11/02/2013

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



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

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EndorsementPage 2 of 2

- 3.2 **Utpal Baishya**, son of Late Dhirendranath Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.3 **Swapna Das**, wife of Subrata Das, residing at Tollygunge Phari, Post Office Tollygunge Head Office, Police Station Charu Market, Kolkata-700033
- 3.4 **Mita Ghosh**, wife of Debdatta Ghosh, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.5 **Iti Dutta**, wife of Swapan Dutta, residing at Dakhbanglo More, Post Office Barasat, Police Station Barasat, District North 24 Parganas
- 3.6 **Rakhal Baishya**, son of Late Sushama Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.7 **Sanchita Baishya**, wife of Late Jalad Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.8 **Rubi Baishya**, daughter of Late Jalad Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.9 **Sohini Baishya**, daughter of Late Jalad Baishya, Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.10 **Sanjita Baishya**, daughter of Late Jalad Baishya, Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas

(collectively **Vendors**, includes successors-in-interest)

And

- 3.11 **Shivratri Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101 Park Street, Police Station Park Street, Kolkata-700016 [**PAN AASCS3168E**], represented by its authorized signatory, Rajesh Agarwal, son of Omprakash Agarwal, of 99A, Park Street, Police Station Park Street, Kolkata-700016

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

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property: (1)** Land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *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 **Part I** of the **1st Schedule** below and the said R.S. *Dag* No. 761 being



C-620

Mita Gehash



C-621

Sapna Das



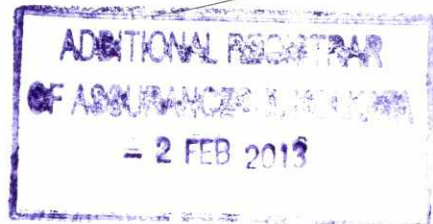
C-622

Utpal Banerjee



C-623

Dulal Banerjee



Lamir Kr Karmakar
S/o Jiban Karmakar
Daugapara Rahara
24 PPS (N) Kal-118
Business

delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**First Property**) **And** (2) land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *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 **Part II** of the **1st Schedule** below and the said R.S. *Dag* No. 761 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Second Property**). The First Property and the Second Property (collectively **Said Property**), more fully described in the **2nd Schedule** below **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors 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 Vendors have made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Ownership of Sadhana's Property:** Sadhana Rani Baishya was the recorded owner of land classified as *sali* (agricultural) measuring 14 (fourteen) decimal [equivalent to 8.461 (eight point four six one) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Sadhana's Property**).

5.1.2 **Demise of Sadhana Rani Baishya:** Sadhana Rani Baishya, a Hindu, governed by the *Dayabhaga* school of Hindu Law, died *intestate* leaving behind her surviving, 2 (two) sons, namely, (1) Dulal Baishya (Vendor No. 3.1 hereinabove) and (2) Utpal Baishya (Vendor No. 3.2 hereinabove) and 4 (four) daughters, namely, (1) Swapna Das (Vendor No. 3.3 hereinabove) (2) Rama Dey (3) Mita Ghosh (Vendor No. 3.4 hereinabove) and (4) Iti Dutta (Vendor No. 3.5 hereinabove), who jointly and in equal shares inherited the right, title and interest of Late Sadhana Rani Baishya in Sadhana's Property, free from all encumbrances.

5.1.3 **Ownership of First Property:** By virtue of the inheritance from Sadhana Rani Baishya, the Vendor No. 3.1 to Vendor No. 3.5 became the joint owners of the First Property out of Sadhana's Property, free from all encumbrances. The First Property out of Sadhana's Property is a forming part of the Said Property and is also the subject matter of this conveyance.

5.1.4 **Ownership of Sushama's Property:** Sushama Rani Baishya was the recorded owner of land classified as *sali* (agricultural) measuring 14 (fourteen) decimal [equivalent to 8.46 (eight point four six) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Sushama's Property**).

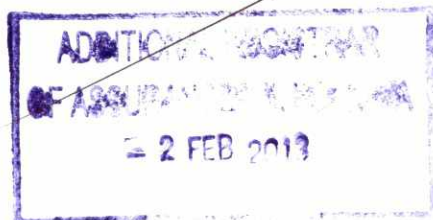
5.1.5 **Demise of Sushama Rani Baishya:** Sushama Rani Baishya, a Hindu, governed by the *Dayabhaga* school of Hindu Law, died *intestate* leaving behind her surviving, 2 (two) sons, namely, (1) Rakhal Baishya (Vendor No. 3.6 hereinabove) and (2) Jalad

OF ADOPTED
- 2 FEB 2013



Baishya, as her only legal heirs, who jointly and in equal shares inherited the right, title and interest of Late Sushama Rani Baishya in Sushama's Property, free from all encumbrances.

- 5.1.6 **Demise of Jalad Baishya:** Jalad Baishya, a Hindu, governed by *Dayabhaga* school of Hindu Law, died *intestate* leaving behind him, surviving, his wife, Sanchita Baishya (Vendor No. 3.7 hereinabove) and 3 (three) daughters, namely, (1) Rubi Baishya (Vendor No. 3.8 hereinabove) (2) Sohini Baishya (Vendor No. 3.9 hereinabove) and (3) Sanjita Baishya (Vendor No. 3.10 hereinabove), as his only legal heiresses, who jointly and in equal shares inherited the right, title and interest of the Late Jalad Baishya in the Sushama's Property, free from all encumbrances.
- 5.1.7 **Ownership of Second Property:** By virtue of the inheritance from Sushama Rani Baishya, the Vendor No. 3.6 to Vendor No. 3.10 became the joint owners of the Second Property out of Sushama's Property, free from all encumbrances. The Second Property out of Sadhana's Property is a forming part of the Said Property and is also the subject matter of this conveyance.
- 5.1.8 **Absolute Ownership of Vendors:** In the circumstances mentioned above, the Vendors have become the undisputed and absolute owners of the First Property and the Second Property comprised in the Said property, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:
 - 5.2.1 **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 *Panchayet* Authority or Government or any Statutory Body.
 - 5.2.2 **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 or the West Bengal Estates Acquisition Act, 1953.
 - 5.2.3 **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.
 - 5.2.4 **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.
 - 5.2.5 **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 Vendors.
 - 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 Vendors 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 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.
- 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 Vendors 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 Vendors 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**).
- 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 Vendors 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 Vendors 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 Vendors 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

- 7.1 **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 more fully described in the **2nd Schedule** below, being **(1)** the First Property, i.e. land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration

4
ADDITIONAL REGISTRAR
OF ASSURANCE & REVENUE
- 2 FEB 2013



District Barackpore, District North 24 Parganas, more fully described in **Part I** of the **1st Schedule** below and the said R.S. *Dag* No. 761 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (2)** the Second Property, i.e. land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *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 **Part II** of the **1st Schedule** below and the said R.S. *Dag* No. 761 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 Vendors 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.2,83,333/- (Rupees two lac eighty three thousand three hundred and thirty three) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby as well as 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, *debttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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.

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

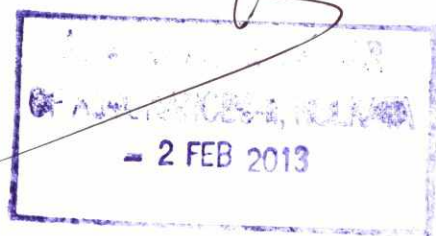
- 8.2.1 **Indemnification:** Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or 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.



- 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, peaceful and physical possession of the Said Property have been handed over by the Vendors to the Purchaser.
- 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant 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 Vendors or any person or persons lawfully 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 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 Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) 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 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 Vendors hereby covenant that the Vendors 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.

1st Schedule
Part I
(First Property)

Land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R.



Dag No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 761 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. *Dag* No. 762
- On the East** : By R.S. *Dag* No. 767/1687
- On the South** : By R.S. *Dag* No. 760
- On the West** : By R.S. *Dag* Nos. 700 and 699

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the First Property and appurtenances and inheritances for access and user thereof.

Part II (Second Property)

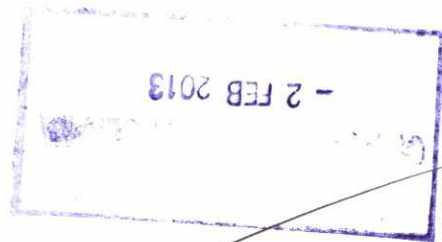
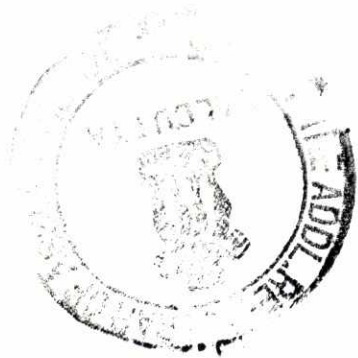
Land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 761 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. *Dag* No. 762
- On the East** : By R.S. *Dag* No. 767/1687
- On the South** : By R.S. *Dag* No. 760
- On the West** : By R.S. *Dag* Nos. 700 and 699

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Second Property and appurtenances and inheritances for access and user thereof.

2nd Schedule (Said Property) [Subject matter of Sale]

Land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration



Handwritten signature or mark.

District Barackpore, District North 24 Parganas and described in **Part I** of the **1st Schedule** above.

Land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas and described in **Part II** of the **1st Schedule** above.

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

<i>Mouza</i>	<i>R.S. Dag No.</i>	<i>L.R. Dag No.</i>	<i>L.R. Khatian Nos.</i>	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	761	1589	820	28	3.8889	Sadhana Rani Baishya
Patulia	761	1589	879	28	4.6667	Sushama Rani Baishya
				Total	8.5556	

ADDITIONAL SECRETARY
OF ASSURANCE, HOLKHAM
- 2 FEB 2013



9. Execution and Delivery

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

Dulal Baishya
[Dulal Baishya]

Utpal Baishya
[Utpal Baishya]

Swapna Das
[Swapna Das]

Mita Ghosh
[Mita Ghosh]

Iti Ghosh
[Iti Ghosh]

Rakhal Baishya
[Rakhal Baishya]

Sanchita Baishya
[Sanchita Baishya]

Rubi Baishya
[Rubi Baishya]

Sohini Baishya
[Sohini Baishya]

Sanjita Baishya
[Sanjita Baishya]

[Vendors]

RK Singh
[Shivratri Projects Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted by:

Witnesses:

Signature: Samir Kr Karmakar Signature: [Signature]

Name: Samir Kr Karmakar Name: Sudip Dutta Choudhury

Father's Name: Jiban Karmakar Father's Name: Dilip Dutta Choudhury

Address: Dangapara, Rahara Address: Madhomgram, Bamkera

24 pgs (N) Kal-118 Pally, Kolkata. 129



Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.2,83,333/-** (**Rupees two lac eighty three thousand three hundred and thirty three**) towards full and final payment of the Total Consideration for sale of the Said Property described in the 1st **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order No. 002084 (Part)	01.02.2013	AXIS Bank Ltd.	
By Pay Order No. 002085 (Part)	01.02.2013	AXIS Bank Ltd.	
By Pay Order No. 002086 (Part)	01.02.2013	AXIS Bank Ltd.	
By Pay Order No. 002087 (Part)	01.02.2013	AXIS Bank Ltd.	
		Total	2,83,333/-

Dulal Baishya

[Dulal Baishya]

Utpal Baishya

[Utpal Baishya]

Swapna Das

[Swapna Das]

Mita Ghosh

[Mita Ghosh]

Iti Ghosh

[Iti Ghosh]

Rakhal Baishya

[Rakhal Baishya]

Sanchita Baishya

[Sanchita Baishya]

Rubi Baishya

[Rubi Baishya]

Sohini Baishya

[Sohini Baishya]

Sanjita Baishya

[Sanjita Baishya]

[Vendors]

Witnesses:

Signature

Samir Kr Karmakar

Signature

[Signature]

Name:

Samir Kr. Karmakar

Name:

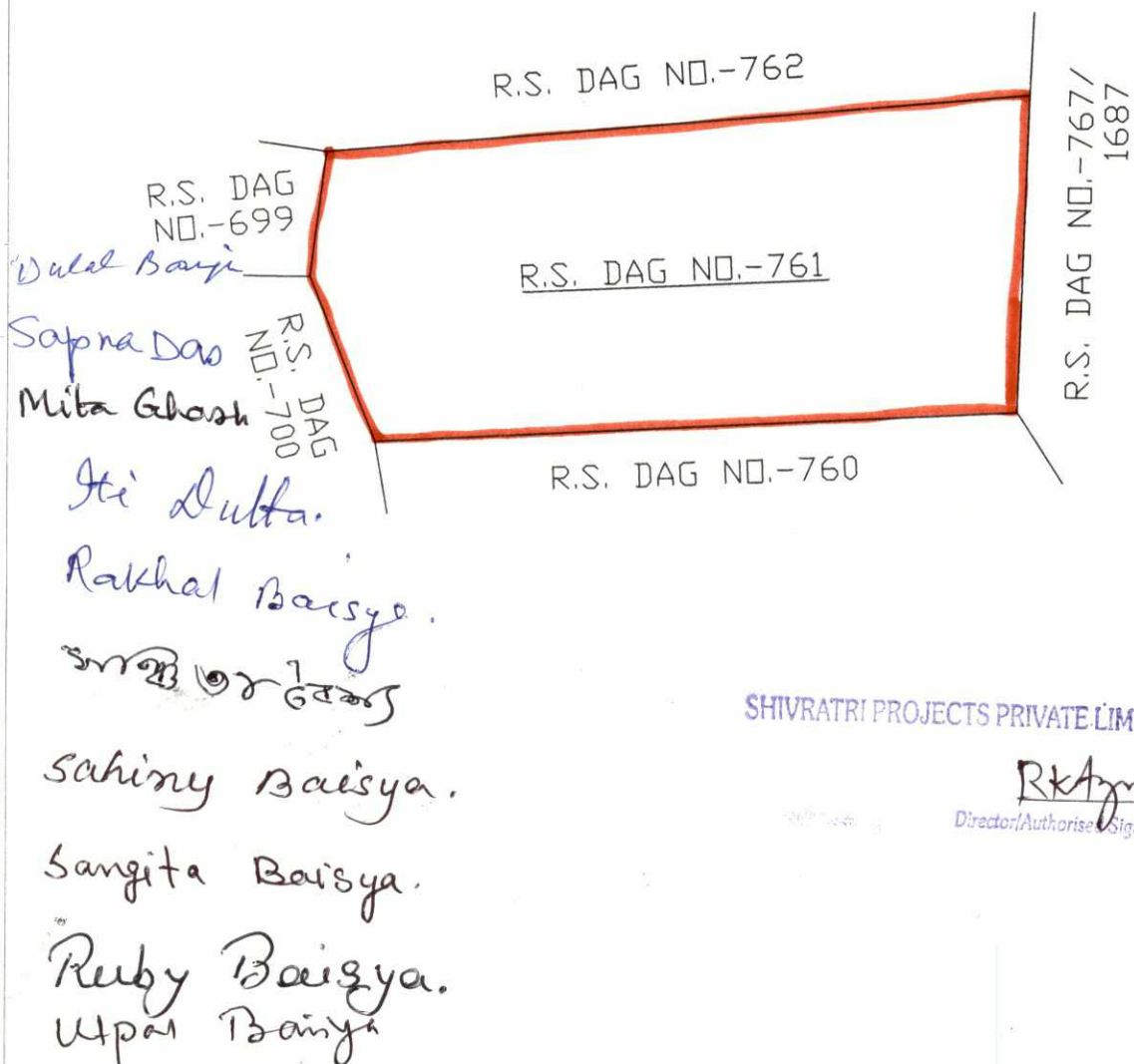
Sudip Dutta Choudhury



SITE PLAN OF R.S. DAG NO.- 761 CORRESPONDING L.R. DAG NO.- 1589,
L.R. KHATIAN NO.- 820 & 879, MOUZA- PATULIA, J.L. NO.- 4, P.S. -
KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24
PARGANAS



Total Area in Dag No.761 is 28 Decimal



SHIVRATRI PROJECTS PRIVATE LIMITED

Rk Agni
Director/Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

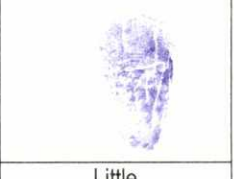
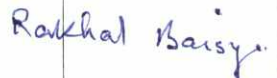
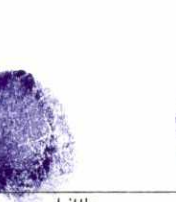
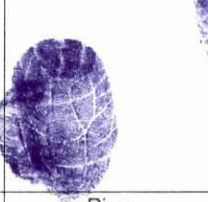
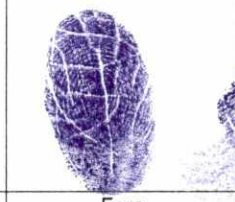
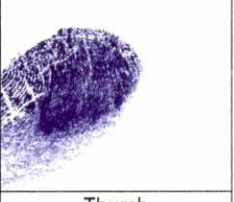
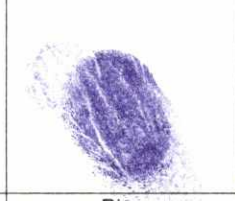
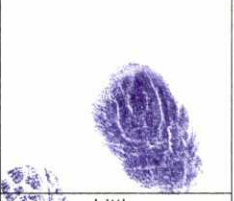
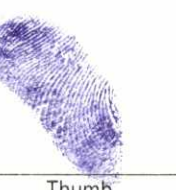
NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : 8.5556 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 28
DECIMAL OF R.S. DAG NO.- 761, L.R. DAG NO.- 1589.

SHOWN THUS :



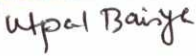
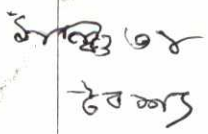
SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		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
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

ADDITIONAL
OF ASSIGNED
- 2 FEB 2013



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants							
								
		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		
								
				Little	Ring	Middle (Left Hand)	Fore	Thumb
								
		Thumb	Fore	Middle (Right Hand)	Ring	Little		



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants										
	 <i>Ruby Baisya</i>										
		(Left Hand)									
											
		(Right Hand)									
	 <i>Sangita Baisya</i>										
		(Left Hand)									
											
		(Right Hand)									
	 <i>Sahini Baisya</i>										
		(Left Hand)									
											
		(Right Hand)									



[Handwritten signature]

ADDITIONAL TO THE TRIP
OF ASHBAUGH, J. M.
- 2 FEB 2013

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants										
	 <i>H. Datta.</i>										
		Little	Ring	Middle	Fore	Thumb					
		(Left Hand)									
											
		Thumb	Fore	Middle	Ring	Little					
		(Right Hand)									
	 <i>Sapna Das</i>										
		Little	Ring	Middle	Fore	Thumb					
		(Left Hand)									
											
		Thumb	Fore	Middle	Ring	Little					
		(Right Hand)									
		Little	Ring	Middle	Fore	Thumb					
		(Left Hand)									
		Thumb	Fore	Middle	Ring	Little					
		(Right Hand)									



A

ADDITIONAL SECRETARY
OF AGRICULTURE, PLANT
- 2 FEB 2013

Dated this 2nd day of February, 2013

Between

**Dulal Baishya & Ors.
... Vendors**

And

**Shivratri Projects Private Limited
... Purchaser**

CONVEYANCE

Portion of
R.S. Dag No. 761
L.R. Dag No. 1589
Mouza Patulia
Police Station Khardah
District North 24 Parganas

Saha & Ray

Advocates
3A/1, 3rd 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 5
Page from 8969 to 8989
being No 01614 for the year 2013.




(Dulal chandra Saha) 12-February-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal