Saha & Ray



पश्चिम बंगाल WEST BENGAL

66AA 075718

M.V. 132.6387

Registration. The Supraising Sheet and the endorsement sheet and the artistical to this document are the part of this by current.

Additional Registrar Assurances-II, Kolkata

CONVEYANCE

Date: 2 May 2013

Place: Kolkata

3. Parties:

1.

3.1

Rama Dey, wife of Tapan Dey, residing at Biswaseema Road, Post Office Coochbehar, Police Station Kotwali, District Coochbehar, represented by her constituted attorney, **Manotosh Baishya**, son of Suresh Chandra Baishya, residing at Village Patulia Kalitala, Post Office Patulia, Police Station Khardah, Kolkata-700119, District North 24 Parganas

(Vendor, includes successors-in-interest)

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SAHA & RAY Advocates 3A/1, 3rd Floor, Hastings Chambers 7C, Kiran Shankar Roy Road 1 9 APR 2013 SURANJAN MUNHENJEL

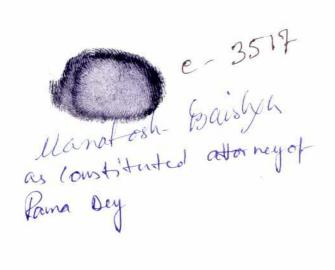
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Anirban Bhaltacharga.



SHIVRATRI RESIDENCY PRIVATE LIMITED

Anixban Bhallacharya.





Samir Ko. Karmakon	
C. Libas Karmakar	A Committee of the second
V A A RAHOVLOU	- 2 MAY 2013
De Khardant	
Business	



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

Endorsement For Deed Number : I - 06442 of 2013 (Serial No. 06148 of 2013 and Query No. L000013939 of 2013)

On 02/05/2013

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

Presented for registration at 18.31 hrs on :02/05/2013, at the Private residence by Sri Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 02/05/2013 by

 Sri Anirban Bhattacharya Authorised Signatory, Shivratri Residency 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, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700118, By Caste: Hindu, By Profession: Business.

Executed by Attorney

Execution by

1. Manotosh Baishya, son of Suresh Chandra Baishya, Patulia Kalitala, Kol, Thana:-Khardaha, P.O.:-Patulia, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700119 By Caste Hindu By Profession: Others, as the constituted attorney of Rama Dey is admitted by him.

Identified By Samir Kumar Karmakar, son of Jiban Karmakar, Dangapara, Rahara, Kol, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700118, By Caste: Hindu, By Profession: Business.

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

On 03/05/2013

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the c'eed has been assessed at Rs.-1,32,653/-

Certified that the required stamp duty of this document is Rs.- 6653 /- and the Stamp duty paid as: Impresive Rs.- 10/-

On 08/05/2013

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

> (Dulai chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

> > EndorsementPage 1 of 2

08/05/2013 11:57:00

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

Endorsement For Deed Number : I - 06442 of 2013 (Serial No. 06148 of 2013 and Query No. L000013939 of 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. 1550/- is paid , by the draft number 757145, Draft Date 07/05/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/05/2013

Deficit stamp duty

Deficit stamp duty Rs. 6653/- is paid , by the draft number 757144, Draft Date 07/05/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 08/05/2013

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

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(Oulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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And

3.2 **Shivratri Residency 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 AASCS3156J], represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Police Station Park Street, Kolkata-700016

(Purchaser, includes successors-in-interest)

Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 **Said Property:** Land classified as *danga* (highland) measuring 2.3333 (two point three three three three) decimal [equivalent to 1.4141 (one point four one four one], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 767/1687, corresponding L.R. *Dag* No. 1583, 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 the **Schedule** below and the said R.S. *Dag* No. 767/1687 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 has 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 danga (highland) 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. 767/1687, corresponding L.R. Dag No. 1583, 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 and (2) Utpal Baishya and 4 (four) daughters, namely, (1) Swapna Das (2) Rama Dey (Vendor hereinabove) (3) Mita Ghosh and (4) Iti Dutta, 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. The Said Property is the 1/6th portion of Sadhana Rani Baishya's share in the Sadhana's Property and also the subject matter of this conveyance.

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- 5.1.3 **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.
- 5.1.4 **Power of Attorney by Vendor:** By a General Power of Attorney in Bengali Language (Ammoktar Nama) [POA] dated 22nd April, 2013, registered in the Office of District Sub-Registrar, Coochbehar, in Book No. IV, CD Volume No. 1, at Pages 485 to 494, Being Deed No. 00051 for the year 2013, the Vendor appointed, constituted and nominated Manotosh Baishya, as her true and lawful attorney and empowered/authorized him to execute proper deeds of conveyance in order to convey and transfer inter alia of the Said Property in favour of the Purchaser/Purchasers. The POA is valid and subsisting and has not been revoked or rescinded by the Vendor.
- 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 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.

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- 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

- 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).
- Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited 6.2 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 sells, conveys and transfers 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 danga (highland) measuring 2.3333 (two point three three three three) decimal [equivalent to 1.4141 (one point four one four one], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. Dag No. 767/1687, corresponding L.R. Dag No. 1583, 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 and the said R.S. Dag No. 767/1687 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.



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- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.50,000/- (Rupees fifty thousand) paid by the Purchaser to the Vendor, receipt of which the Vendor 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, *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 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' 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' title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor 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 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 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,

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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 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 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 danga (highland) measuring 2.3333 (two point three three three three) decimal [equivalent to 1.4141 (one point four one four one], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. Dag No. 767/1687, corresponding L.R. Dag No. 1583, 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. 767/1687 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 Vendor in the First Property and appurtenances and inheritances for access and user thereof.

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- 2 MAY 2013

Mouza	R.S. Dag No.	L.R. Dag No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	767/ 1687	1583	820	28	2.3333	Sadhana Rani Baishya
				Total	2.3333	

9. Execution and Delivery

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

Manotosh Baishya as constituted

Attorney of Rama Dey]

[Vendor]

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

Drafted by:

Baptanshi

Adv.

Witnesses:

Signature: Jamir Kr. Karmakar Signature:

Name: Jamir Kr Karmakar Name: Jowear Banenju

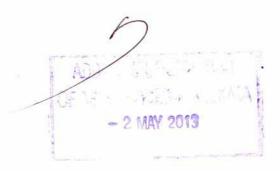
Father's Name: Jihan Karmakar Father's Name: Soi bal Banenju

Address: Dangapara, Rahara Address: Je k. S. Roy Road

P.S. Rhardaha. Kol-118

Kolkata 70000





Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.50,000/-(Rupees fifty 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.)
By Cash	29.04.2013		50,000/-
		Total	50,000/-

[Manotosh Baishya as constituted Attorney of Rama Dey]

Manafosh Bushyre

[Vendor]

Witnesses:

Signature Samer Kr. Karma Kan

Signature

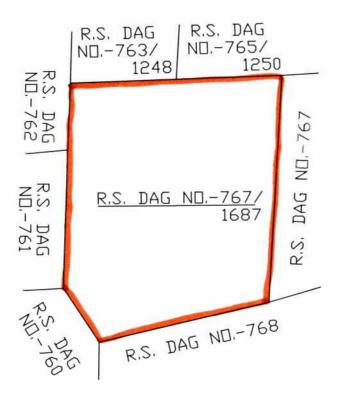
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SITE PLAN OF R.S. DAG NO.- 767/1687 CORRESPONDING L.R. DAG NO.- 1583, L.R. KHATIAN NO.- 820 & 879, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.767/1687 is 28 Decimal





Manofosh Gaistiges as Constituted attorney of Rama Duy.

Shivratri Residency Private Limited

Awilan Bhout a charga Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S.:

NAME & SIGNATURE OF THE PURCHASER/S.:

LEGEND: 2.3333 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 28 DECIMAL OF R.S. DAG NO.- 767/1687, L.R. DAG NO.- 1583.

SHOWN THUS:





OF AS THE MAY 2013

SPECIMEN FORM TEN FINGER PRINTS

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 21 Page from 3016 to 3029 being No 06442 for the year 2013.



(Dulal chandraSaha) (Page 1947) ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal

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Dated this 2 day of May, 2013

Between

Rama Dey ... Vendor

And

Shivratri Projects Private Limited ... Purchaser

CONVEYANCE

Portion of R.S. Dag No. 767/1687 L.R. Dag No. 1583 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