

WEST BENGAL

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THIS DEED OF CONVEYANCE

Made on this the Whay of MAY Two Thousand and Thirteen

BETWEEN

M/S.CHHIKARA BROTHERS (PAN NO.- AACFC4100H), a partnership firm, registered under the provisions of the Indian. Parthership Act, 1932, having its office at 747 Shivaji Colony, Rohtak, Hariyana, represented by its present partners (i) SRI

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Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 06273 of 2013 (Serial No. 04044 of 2013 and Query No. 1604L000008574 of 2013)

3705/2019 Presentation (Under Section 52,8 Rule 22A(S)) 46(1) W.B. Registration Rules 1962)

Presented for registration at 18.47 hrs on :13/05/2013, at the Private residence by Mr Kedia Claimant.

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

Execution is admitted on 13/05/2013 by

- 1. Sri Rajinder Singh Partner, M/s. Chhikara Brothers Pan No: A A C F C4100 H; 747 Shivaji Colony, Rohtak, HARYANA,
 - , By Profession: ----
- 2. Sri Surender Singh Partner, M/s. Chhikara Brothers Pan No: A A C F C4100 H. 747 Shivaji Colony, Rohtak, HARYANA, India. .
 - , By Profession: ---
- 3. Mr. Arun Kumar Kedia Director, Ananta Dealtrade Pvt. Ltd, 50, Suburban School Road, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025. By Profession: Professionals
- 4. Mr Ram Kumar Kedia Director, Shivika Buildmart Pvt Ltd. Pan No A A S C S7673 J, 2 B, DR SHYAMADAS ROW, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST-BENGAL, India, Pin :- 700019.
 - Director, Shivika Niketan Pvt Ltd. Pan No A A S C S7692 F, 2 B, DR SHYAMADAS ROW, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700019. By Profession: Professionals

Identified By Biswajit Haldar, son of Ranjit Kr Haldar, 50, Suburban School Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025, By Caste: Hindu, By Profession: Service.

> (Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

Certificate of Market Value (W.B.P.U.V.Isrules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been of this document is Rs. - 66622 /- and the Stamp duty paid as: assessed at Rs.-13,32,220/-

Certified that the required stanto Impresive Rs.- 5000/-

(Ashoke Kumar Diswis) SETRICT SUB-RECESTING



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1-06273 of 2013 (Serial No. 04044 of 2013 and Query No. 1604L000008574 of 2013)

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

Deficit stamp duty Rs. 61621/- is paid, by the draft number 278456, Draft Date 26/04/2013, Bank: State Bank of India Specialised Insti Rkg Kolketa received a 1875-198. State Bank of India, Specialised Insti Bkg Kolkata, received on 21/05/2013

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

Thuricateror Admissibility (Rule 43) W. Baregistration (Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23 4 53 of Indian Stamp Act 1800 place and 1 Article number: 23, 4, 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

ayment of frees.

mount By Cash

Rs. 6314.00/-, on 01/08/2013

mount by Draft

Rs. 14691/- is paid, by the draft number 278482, Draft Date 30/07/2013, Bank-Name State Bank of India. Specialised Ineti Rkg Kolketa, received on Drive Res. India, Specialised Insti Bkg Kolkata, received on 01/08/2013

(Under Article: A(1) = 14652/- B = 6314/- ,E = 7/-, H = 28/-, M(b) = 4/= on 01/08/2013)

Deficit stamp duty Rs. 10/- is paid, by the draft number 503711, Draft Date 12/06/2013, Bank: State Bank of India Specialised Insti Rkg Kolketa, received as 04/04/2015 Bank of India, Specialised Insti Bkg Kolkata, received on 01/08/2013

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV



Ashoke to mar Biswas DISTRICTS

RAJINDER SINGH (PAN NO.- ABQPS3822F) son of Late Priya Vart, residing at 88/S/A, Block E, New Alipore, Kolkata – 700 053, and (ii) SRI SURENDER SINGH (PAN NO.- ABQPS3821G) son of Late Priya Vart, residing at 16-B/40-Road No. 40, Punjabi Bagh West, Delhi, hereinaster referred to as the "VENDOR". (which expression shall unless repugnant to the context be deemed to mean and include the partners of the said partnership firm and its partners from time to time and their respective legal heirs, successors, legal representatives, administrators, executors and assigns in office) of the FIRST PART,

AND

- 1) SHIVIKA BUILDMART PVT. LIMITED (PAN NO. AASCS7673J), incorporated under the provisions of the Indian Companies Act, 1956, having its Registered Office at 2B, Dr. Shyama Das Row, P. S. Ballygunge, Kolkata-700 019, represented by one of its Directors MR. RAM KUMAR KEDIA son of Late Nagarmal Kedia, by faith Hindu, by occupation Company Director, residing at 50, Suburban School Road, P. S. Kalighat, Kolkata-700 025,
- 2) SHIVIKA NIKETAN PVT. LIMITED (PAN NO. AASCS7692F), a incorporated under the provisions of the Indian Companies Act, 1956, having its Registered Office at 2B, Dr. Shyama Das Row, P. S. Ballygunge, Kolkata-700 019, represented by one of its Directors MR. RAM KUMAR KEDIA son of Late Nagarmal Kedia, by faith Hindu, by occupation Company Director, residing at 50, Suburban School Road, P. S. Kalighat, Kolkata-700 025,

For the sake of brevity hereinafter jointly and/or severally referred to as the "PURCHASERS" (which expression shall unless repugnant to the context be deemed to mean and include their respective successors, successors-in-office and/or interest, legal representatives, agents and assigns in office) of the SECOND PART;

AND

ANANTA DEALTRADE PVT. LTD., incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at 50, Suburban School Road, P. S. Kalighat, Kolkata – 700 025, represented by one of its Directors Sri Arun Kumar Kedia son of Sri Ram Kumar Kedia, by faith Hindu, by occupation. Company Director, residing at 50, Suburban School Road, P. S. Kalighat, Kolkata – 700 025, hereinafter referred to as the "CONFIRMING PARTY" (which expression shall unless repugnant to the context be deemed to mean and include its successors, successors in office and/or interest, legal representatives, administrators, executors and assigns in office) OF THE OTHER PART.

WHEREAS all that piece and parcel of land measuring 20 Decimal which was recorded as Danga Land, situated in Mouza Raghabpur, Pargana Magura, P. S. Sonarpur, Sub Registration Office previously at Baruipur and now A.D.S.R. Sonarpur, in the District of previously 24 Parganas and now South 24 Parganas comprised in R. S. No. 235, J. L. No. 74, Touzi No. 119, R. S. Khatian No. 86, R. S. Dag No. 239, L. R. Khatian No. 435 and L. R.

Dag No. 264, is the property being sold by and under this Deed of Conveyance and the same is more fully and particularly mentioned and described in the schedule hereunder written.

AND WHEREAS One Sadek Shaikh Son of Late Mokbul Shaikh was the recorded owner in respect of the landed property all that chunk of land measuring 20 Decimal, situated and lying at Mouza Raghabpur, Pargana Magura, P.S. and Sub Registration Office at Baruipur and now A.D.S.R. Sonapur comprised in R. S. No. 235, J. L. No. 74, R. S. Khatian No. 86, R. S. Dag No. 239, in the District of previously 24 Parganas and now South 24 Parganas.

AND WHEREAS while thus being seized and possessed of the aforesaid property as legal owner the said Sadek Shaikh for his legal necessity of money, sold, conveyed, granted, assured, assigned and transferred all that the piece and parcel of Danga land measuring 20 Decimal in R. S. Dag No. 239 under R. S. Khatian No. 86 to Sri Pratap Singh Chaudhury son of Late Lakshmi Ram Chaudhury by virtue of a Bengali Saff Kobala Deed dated 4th day of October, 1962 for valuable consideration paid the said purchaser and the same was registered in Baruipur Sub Registration office and recorded in Book No. I, Volume No. 102, pages from 170 to 173, Being No. 9080 for the year 1962.

AND WHEREAS by virtue of a decree passed in Civil Suit No. 710 of 1996 by the Ld. Court of Civil Judge (Jr. Div.), Faridabad and the Order dated 7th August, 1998 the said M/s. Chhikara Brothers the present Vendor herein, a partnership firm, was granted the aforesaid property being the aforesaid 20 Decimal

of Land under R.S. Dag No. 239, situated at Mouza Raghabpur, in the state of West Bengal.

AND WHEREAS as aforesaid the Vendor became the owner and has since then been possessing and enjoying the aforesaid property peacefully without any hindrance and interruption by others.

AND WHEREAS the VENDOR herein assured the confirming party inter alia that no other person and/or persons has any right title interest or claim in the said property and also that no other person as owner or otherwise holding or owing contiguous land has expressed desire or intention to purchase the subject property which is intended to be hereby sold and the vendor had offered to the Confirming Party herein to sell the aforesaid property being all that the piece and parcel of Danga land measuring 20 Decimal, situated in Mouza Raghabpur, Pargana Magura, P. S. Sonarpur, Sub Registration Office previously at Baruipur and now A.D.S.R. Sonarpur, in the District of previously 24 Parganas and now South 24 Parganas comprised in R. S. No. 235, J. L. No. 74, Touzi No. 119, R. S. Khatian No. 86, R. S. Dag No. 239, L. R. Khatian No. 435 and L. R. Dag No. 264, which is more fully and particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the SAID PROPERTY, and as such negotiated with the Confirming Party who being satisfied with the said offer of the Vendor and being desirous of acquiring the SAID PROPERTY, entered into an agreement with the VENDOR to purchase the same at or for the price of Rs.1,10,000/- (Rupees One Lac Ten Thousand) only per Cottah, which is equivalent to Rs.66,611/- (Rupees Sixty Six Thousand Six Hundred Eleven) only

per Decimal and the VENDOR accepted the said proposal of the Confirming Party and agreed to sell convey grant assign and assure the said property unto and in favour of the Confirming Party and/or its nominee or nominees.

AND WHEREAS the Vendor herein and also others on the one hand and the confirming party on the other hand, entered into an agreement and executed a Memorandum of Understanding dated 2nd February, 2012, for sale of about 800 Cottahs of land which included the said 20 decimal of Land being the said property also lying and situate at or within the Mouzas Raghabpur and Dhamaitala within the jurisdiction of P. S. Sonarpur, South 24 Parganas by the Vendors named therein for the consideration and on the terms and conditions stated therein. In terms of the said Memorandum of Understanding dated 2nd February, 2012, the confirming party has from time to time as per the request of the said Vendors therein made to the Confirming Party, paid to the said vendors named therein a total sum of Rs.3,51,00,000/-(Rupees Three Crores and Fifty One Lac) only as and by way of earnest money and in part payment towards the value of the 800 Cottahs of land.

and concurrence of the said vendors named in the said Memorandum of Understanding dated 2nd February, 2012 nominated the purchasers herein to complete the purchase of the said area of land measuring 20 Decimal being the said property (out of the said 800 Cottahs of land) and the same is mentioned in the schedule hereunder written and which is intended to be hereby sold conveyed transferred granted assigned and assured by

the Vendor herein unto and in favour of the Purchasers herein in part performance of the said Memorandum of Understanding dated 2nd February, 2012.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the Said Agreement as recorded in the said Memorandum of Understanding dated 2nd February, 2012, and in consideration of the sum of Rs.13,32,220/- (Rupees Thirteen Lac Thirty Two Thousand Two Hundred Twenty) only paid to and received by the VENDOR herein out of which a sum of Rs.4,69,320/- (Rupees Four Lac Sixty Nine Thousand Three Hundred Twenty) only has been adjusted out of the earnest money and advance paid by the Confirming Party to the Vendor with the others under the said Memorandum of Understanding dated 2nd February, 2012, which sum of money is being credited by the vendor herein to the account of the purchaser herein and adjusted out of and reduced from the earnest money paid by the Confirming Party and another sum of Rs.1,05,670/- (Rupees One Lac Five Thousand Six Hundred Seventy) only has been adjusted out of another sum of Rs.41,00,000/- (Rupees Forty One Lac) only which has since in the meantime been further paid by the Confirming Party to the State bank of India, Stressed Assets Recovery Branch, "Kankaria Centre", 2/1 Russel Street, Kolkata- 700071, at the instance and request of the Vendor in order to obtain release and discharge of the mortgage created by the Vendor and others in favour of the said bank and the balance sum of Rs.7,57,230/-(Rupees Seven Lac Fifty Seven Thousand Two Hundred Thirtee) only, having been paid by the purchasers to the vendor at or

before execution of these (the receipt whereof the VENDOR doth hereby as well as by the receipt hereunder written admits and acknowledges) and of and from payment of the same and every part thereof, hereby releases and discharges the PURCHASERS and the SAID PROPERTY, the said VENDOR as the beneficial Owner of the said property doth hereby grant transfer, sell, assign, assure and convey unto and to the use of the PURCHASERS free from all encumbrances charges claims demands mortgages lispendens occupiers tenants licensees trespassers bargadars bhag-chasees acquisitions attachments requisitions and/or any proceedings under the West Bengal Land Reforms Act whatsoever and howsoever all that the piece and parcel of land measuring the 20 Decimal be the same a little more or less, lying and situate within Mouza Raghabpur, Pargana Magura, P. S. Sonarpur, Sub Registration Office previously at Baruipur and now A.D.S.R. Sonarpur, in the District of South 24 Parganas (previously 24-Parganas), comprised in R. S. No. 235, J. L. No. 74, R. S. Khatian No. 86, R. S. Dag No. 239, L. R. Khatian No. 435 and L. R. Dag No. 264, which is more fully and particularly mentioned in the SCHEDULE hereunder written and shown arid delineated in the Map or Plan thereof anniexed hereto and colored therein within RED LINES together with all trees fences, hedges, ditches, way, water, watercourses lights, liberties, privileges, easements and appurtenances whatsoever to the said property or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto OR HOWSOEVER OTHERWISE the SAID PROPERTY or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished and all the estate, right, title interest, claim, and demand whatsoever of them the

VENDOR or its predecessor(s) in title and/or interest into and upon the SAID PROPERTY or any part thereof TOGETHER WITH all deeds, writings and muniments and other evidences of title whatsoever exclusively relating to or concerning the SAID PROPERTY or any part thereof which now are on hereafter shall or may be in the possession or power or control of the VENDOR or any one claiming under the Vendor or any other person or persons from whom the Vendor may procure the same without any action or suit TO HAVE AND TO HOLD the SAID PROPERTY hereby. granted or expressed so to be unto and to the use of the PURCHASERS absolutely and for ever and the VENDOR doth hereby for itself and its partners from time to time and their heirs, executors successors representatives administrators agents and **PURCHASERS** with the covenant assigns NOTWITHSTANDING any act, deed matter or thing heretofore done executed or knowingly suffered to the contrary the VENDOR is now lawfully and absolutely seized and possessed of the SAID PROPERTY free from all encumbrances attachments and defect in title whatsoever and the VENDOR is otherwise well and sufficiently entitled to the SAID PROPERTY hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the/same and that NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid done or made or caused to be done or made the VENDOR has good right full power and absolute authority to sell convey transfer grant assign and assure the SAID PROPERTY hereby sold conveyed transferred granted assigned and assured or expressed so, to be unto and to the use of the PURCHASERS in the manner aforesaid and the PURCHASERS

shall and may all times hereafter peacefully and quietly possessed and enjoy the rent issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from the VENDOR or any person or persons lawfully or equitably claiming from under or in trust for it And the vendor has put-the purchaser in actual physical peaceful vacant and lawful possession of the said property And Further that the Purchasers and each one of them shall be entitled to apply to have their name(s) mutated in the records and also to obtain from the concerned B. L. & L. R. O. the Record of Rights in their names respectively and further that the VENDOR and all persons having or lawfully or equitably claiming or estate or right title and interest in the SAID PROPERTY or any part thereof from under or in trust for it the VENDOR shall and will from time to time and at all times hereafter at the request and costs of the PURCHASERS or either of them do execute and perform and/or cause to be done and executed and performed all such acts and deeds matters and things whatsoever for further and more perfectly assuring the SAID PROPERTY conveyed by these presents and every part thereof unto and to the use of the PURCHASERS in the manner aforesaid as shall or may be reasonably required.

AND THE VENDOR HAS at or before execution of these presents handed over and delivered to the Purchasers jointly and severally all the link deeds evincing title of the vendor to the said property and the detailed particulars of such link deeds and documents so handed over to the purchasers by the Vendor are mentioned in a Schedule thereof which is attached hereto and the same forms part hereof.

AND the Confirming Party is confirming the sale of the said property mentioned in the schedule hereunder written by the Vendor unto and in favour of the Purchasers and also that the sale of the said property hereby so made shall absolve the Vendor from performing to the extent of such sale made by it who is one of the vendors in the said Memorandum of Understanding under and in terms of the said Memorandum of Understanding dated 2nd February, 2012 and also adjustment of the said sum of consideration amount mentioned hereinabove out of the said earnest money and part payment made by the Confirming Party to the vendor therein and the Vendor herein as also the said sum of money paid to the said State Bank of India, Stressed Assets Recovery Branch (SARB).

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring and/or containing 20 (Twenty) Decimal be the same a little more or less recorded as Danga Land being the total property comprised in L. R. Dag No. 264 held vide L. R. Khatian No. 435 held and owned by the Vendor, lying and situate within Mouza Raghabpur, Pargana Magura, P. S. Sonarpur, Sub Registration Office previously at Baruipur and now A.D.S.R. Sonarpur, in the District of South 24 Parganas (previously 24 Parganas), comprised in R. S. No. 235, J.

L. No. 74, R. S. Khatian No. 86, R. S. Dag No. 239, and now under the jurisdiction of the Poleghat Gram Panchayet and which is butted and bounded in the manner following, that is to say -

ON THE NORTH: By portions of land comprised in R. S. Dag No. 240, i.e. L. R. Dag No. 263.

ON THE SOUTH: By portions of land comprised in R. S. Dag No. 237, i.e. L. R. Dag No. 269.

ON THE EAST: By portions of land comprised in R. S. Dag Nos. 251 & 252, i.e. L. R. Dag Nos. 258 & 256.

ON THE WEST: By portions of land comprised in R. S. Dag No. 238, i.e. L. R. Dag No. 265.

IN WITNESS WHEREOF the parties abovenamed have put and subscribed their respective hands and seals and signature on the day month and year first above written.

WE CHHIKARA BROTHEI

WE CHHIKARA EROTHERS

SIGNATURE OF THE VENDOR

SHIVIKA BUILDMART (P) LITI.

Director/Authorised Signatory

SIGNATURE OF THE PURCHASERS

Ananta Deal Trade PytyLtd.

SIGNATURE OF THE CONFIRMING PARTY

WITNESSESS:

(S. K. Kanodia, Advocate,

High Court, Calcutta)

Romandra Khatua 88/5: A Block-E New Aleportu Kd-53

RECEIVED of and from the within named PURCHASERS through Confirming Party the within mentioned sum Rs.13,32,220/- (Rupees Thirteen Lac Thirty Two Thousand Two Hundred Twenty) only in full and final payment of the consideration payable in terms of this deed of sale, as per Memo below:

MEMO OF CONSIDERATION

By adjustment and appropriation out of the earnest money paid by the Confirming Party to inter alia the Vendors in terms of the Memorandum of Understanding dated 2nd February, 2012

Rs. 4,69,320.00

By adjustment and appropriation
Out of the sum of Rs. 41,00,000/Paid by the Confirming Party to
Inter alia the Vendors through
the State Bank of India(SARB)

Rs. 1,05,670.00

By Demand Draft No. 324518

dated 2915 April, 2013

Issued by S Q,

Favouring the Vendor herein

towards the Balance Amount

Rs.7,57,230.00

'IATOT

Rs.13,32,220/-

Total Rs.13,32,220/- (Rupees Thirteen Lac Thirty Two Thousand Two Hundred Twenty) only.

MIS/CHHIKARA BROTHERS/

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WE WHILE BUTHERS

SIGNATURE OF THE VENDOR

WITNESSESS:

1. Dow

(S. K. Kanodia, Advocate,

High Court, Calcutta)

2.

Drafted by me.

J.000

(S. K. Kanodia, Advocate, High Court, Calcutta) Schedule of title deeds or relevant documents handed over by the Vendor herein to the Purchaser(s) in terms of this deed

 Original Bengali Saff Kobala Deed dated 4th day of October, 1962, registered at the office of the Baruipur Sub Registration office and recorded in Book No. I, Volume No. 102, pages from 170 to 173, Being No. 9080 for the year 1962.

2. Original L. R. Record of Rights issued by the B. L. & L. R. O. in favour of the Vendor herein.

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. 1 **PLAN SHOWING THE SOLD LAND [MARKED BY BORDER] AT MOUZA - RAGHABPUR, J. L. NO. - 74, R. S. DAG NO. - 239, L. R. DAG NO. - 264, UNDER - POLEGHAT GRAM PANCHAYET, P. S. - SONARPUR, DIST. - SOUTH 24 PARGANAS.

MS CHARABROTHERS

LUS CHHIKARA BROTHERS

DAG: R. S. - 240 L. R. - 263 71'-0"

857

DAG: R. S. - 239

L. R. - 264

DAG: AREA:
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BI-KA-CH-SFT

00 - 12-01 - 29

DAG: R. S. - 237

L. R. - 269

DAG: R. S. - 252 L. R. - 256

SHIVIKA BUILDMART (P) LID.

SHIVIKA-NIKETAN (P) LTD.

Director/Authorised Signatory

Traced By

To Deliash.

MACHAN KUMAR GAUSS RALL SOLLING AUROSSING RESERVED TO THE STANDARD

19-4-13

Amonto Doll Trade Paintist.