

24007

I-03798/2015



Handwritten initials and date: 17/5/15

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पश्चिम बंगाल WEST BENGAL

certified that the document is examined for registration. the signature sheets and the endorsement sheets attached with this document are part of this document.

996700



[Signature]
 District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas,
 - 7 MAY 2015

CONVEYANCE

1. Date: 07/05/2015
2. Place: Kolkata
3. Parties:

V.C. No. 834/15
dt. 7.5.15

No. 9949 Date 25/03/15

Name

Address

Value

Order

SANJEEV MOHANTY

Baraipur Civil & Criminal Court

H. SARDAR
Advocate
Baraipur Civil & Criminal Court

Anuva Awasthi

N.C.T. 1

No. 1759/15

Wridhi Infrastructure Pvt. Ltd.

Anuva Awasthi

Director/Authorised Signatory

N.C.T. 1
No. 1760/15

Yash Poo Poddar

N.C.T. 1
No. 1761/15

Sabita Poddar



District Sub-Registrar-IV
Registrar U/S 7(2) of
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7 MAY 2015

Prady (Prady Poddar)
4 Sn. Purnachhota Das Poddar
Flat No. 5 Gintkey Apartment
3908, N. Ray Road
Kolkata - 700038.
P.S. New Alipore 'Beech'

- 3.1 **KRISHNA KUMAR PODDAR**, having **PAN AFRPP9471Q**, son of Late Purushottam Das Poddar, residing at 390, S. N. Roy Road, Girikunj Apartment, Flat No. 201B, 2nd floor, Police Station New Alipore, South 24 Parganas, Kolkata 700 038
- 3.2 **SABITA PODDAR**, having **PAN AFGPP4175C**, wife of Pramod Poddar, residing at 390, S. N. Roy Road, Girikunj Apartment, Flat No. 105B, 2nd floor, Police Station New Alipore, South 24 Parganas, Kolkata 700 038
(jointly **Vendors**, includes successors-in-interest)

And

- 3.3 **WRIDDHI INFRASTRUCTURE PRIVATE LIMITED**, having **PAN AABCW3624L**, having **CIN No.U45400WB2013PTC191524**, a Company incorporated under the Companies Act, 1956, having its registered office at 161/1, Mahatma Gandhi Road, R/No-41, Police Station Jorasanko, Kolkata 700 007, being represented by its authorised signatory Anuva Awasthi, having PAN BBUPA4756K, daughter of Birendra Krishna Awasthi
(**Purchaser**, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance**
- 4.1 **Said Property:** *Sali* land measuring 5 (five) *cottahs*, more or less, comprised in R.S./L.R. *Dag* No. 28, recorded in L.R. *Khatian* Nos. 512 & 1804, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within *Kulerdari Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas **together with** right to use common passage (**Said Property**) **And together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **and together with** all title, benefits, easement, 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.
- 5. Background, Representations, Warranties and Covenants**



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- 5.1 **Representations and Warranties Regarding Title:** The Vendors represent, warrant and covenant regarding title as follows:
- 5.1.1 **Ownership of Akhil Kumar Naskar:** Akhil Kumar Naskar was the owner of land measuring 47 (forty seven) decimal, more or less, comprised in R.S./L.R. Dag No. 28, recorded in R.S. *Khatian* No. 326, *Mouza* Daulatpur, J.L. No.79, within Kulerdari Gram Panchayet, Police Station Bishnupur, District South 24 Parganas (**Akhil Kumar Naskar's Property**).
- 5.1.2 **Demise of Akhil Kumar Naskar:** Akhil Kumar Naskar, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him surviving his 4 (four) sons, namely, (i) Jiban Kumar Naskar, (ii) Nayan Kumar Naskar, (iii) Bhuban Kumar Naskar and (iv) Mohan Kumar Naskar and 3 (three) daughters, namely, (i) Basantee Naskar, (ii) Ashima Mondal and (iii) Anima Naskar as his only legal heirs and heiresses (collectively **Legal Heirs Of Late Akhil Kumar Naskar**), who inherited the entirety of Akhil Kumar Naskar's Property.
- 5.1.3 **Sale to Vendor no.3.1:** By a Deed of Conveyance dated 5th October, 1994, registered in the Office of the Sub-Registrar, Bishnupur, in Book No.I, Volume No. 43, at Pages 497 to 506, being Deed No. 4230 for the year 1994, the Legal Heirs Of Late Akhil Kumar Naskar sold to Vendor no.3.1 land measuring 2 (two) *cottah* 8 (eight) *chittack*, more or less, out of Akhil Kumar Naskar's Property (**First part of Said Property**).
- 5.1.4 **Sale to Vendor no.3.2:** By another Deed of Conveyance dated 5th October, 1994,, registered in the Office of the Sub-Registrar, Bishnupur, in Book No. I, Volume No. 47, at Pages 1 to 10, being Deed No. 4236 for the year 1994, the Legal Heirs Of Late Akhil Kumar Naskar sold to Vendor no. 3.2 land measuring 2 (two) *cottah* 8 (eight) *chittack*, more or less, out of Akhil Kumar Naskar's Property (**Second part of Said Property**).
- 5.1.5 **Records of Rights:** The Vendors recorded their names in the records of the Land Reforms Office, vide L.R. *Khatian* Nos. 512 & 1804 with respect to the Said Property, comprising of First part of Said Property and Second part of Said Property.
- 5.1.6 **Absolute Ownership of Vendors:** In the aforesaid circumstances, by virtue of the aforesaid purchase and record of rights, the Vendors have become the absolute owners of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:




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- 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 any Local Authority or Government or 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 Preemption:** No person or persons whatsoever have/had/has any right of preemption 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 free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 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



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selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchaser is that the Vendors shall 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 shall purchase the same from the Vendors.

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, described in the **Schedule** below, being *sali* land measuring 5 (five) *cottahs*, more or less, comprised in R.S./L.R. *Dag* No. 28, recorded in L.R. *Khatian* Nos. 512 & 1804, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas **together with** right to use common passage (**Said Property**) **together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are, or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **and together with** all title, benefits, easement, 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 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.25,00,000/- (Rupees Twenty Five Lacs only) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.




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- 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, waqf, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Indemnification:** The Vendors hereby expressly indemnify about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, 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 by reason of the aforesaid.
- 8.3 **Transfer of Property Act:** all obligations and duties of Vendors and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.4 **Delivery of Possession:** The Vendors hereby handed over *Khas*, vacant and peaceful possession of the Said Property to the Purchaser.
- 8.5 **Outgoings:** The Vendors hereby declare that, 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, in respect of which demand has been made and is in the knowledge of the Vendors, 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.
- 8.6 **Holding Possession:** The Vendors hereby covenant that the Purchaser and the Purchaser's assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold,



[Signature]
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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.

- 8.7 **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 cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.



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**Schedule
(Said Property)**

Sali land measuring 5 (five) *cottahs*, more or less, comprised in R.S./L.R. *Dag* No. 28, recorded in L.R. *Khatian* Nos. 512 & 1804, *Mouza* Daulatpur, J.L. No. 79, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas, delineated in the **Plan** attached herewith and bordered in colour **Red** thereon **together with** right to use common passage and is butted and bounded as follows:

On the North : By 2 ft. wide drain thereafter 16 ft wide road

On the East : By Part of *Dag* No. 28

On the South : By 2 ft. wide drain thereafter 16 ft wide road

On the West : By Part of *Dag* No. 28

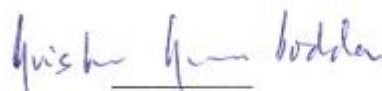

Together with 2' (two feet) wide land on roadside for drain **And Together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in any ways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **together with** all title, benefits, easement, 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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9. Execution and Delivery

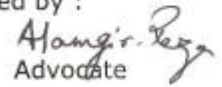
9.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

 (KRISHNA KUMAR PODDAR)	 (SABITA PODDAR)
[Vendors]	
Wridhi Infrastructure Pvt. Ltd. Annu A Awasthi Director/Authorised Signatory (WRIDDHI INFRASTRUCTURE PVT. LTD.) Authorised Signatory	
[Purchaser]	

Witnesses:

Signature 	Signature 
Name <u>Praveen Poddar</u>	Name _____
Father's Name <u>U. Praveen Poddar</u>	Father's Name <u>Krishna Kumar Poddar</u>
Address <u>Flat No 105 'B' Ginkaj</u>	Address <u>Flat no. 201B, Gini Kunj</u>
<u>390 S.N. Roy Road</u>	<u>390. S.N. Roy Rd. Kolkata - 700038.</u>
<u>Kolkata 700038.</u>	

Drafted by :


 Advocate
 Alipore Judges Court
 Cal-27


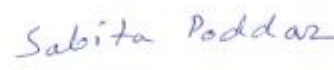


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Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.25,00,000/- (Rupees Twenty Five Lacs only) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:


Chq. No.	Date	Bank	Amount (Rs.)	Favouring
337913	07.05.2015	Indian Overseas Bank, Kalighat Br.	12,50,000.00	KRISHNA KUMAR PODDAR
337912	-do-	-do-	12,50,000.00	SABITA PODDAR
		Total	25,00,000.00	

 (KRISHNA KUMAR PODDAR)	 (SABITA PODDAR)
[Vendors]	

Witnesses:

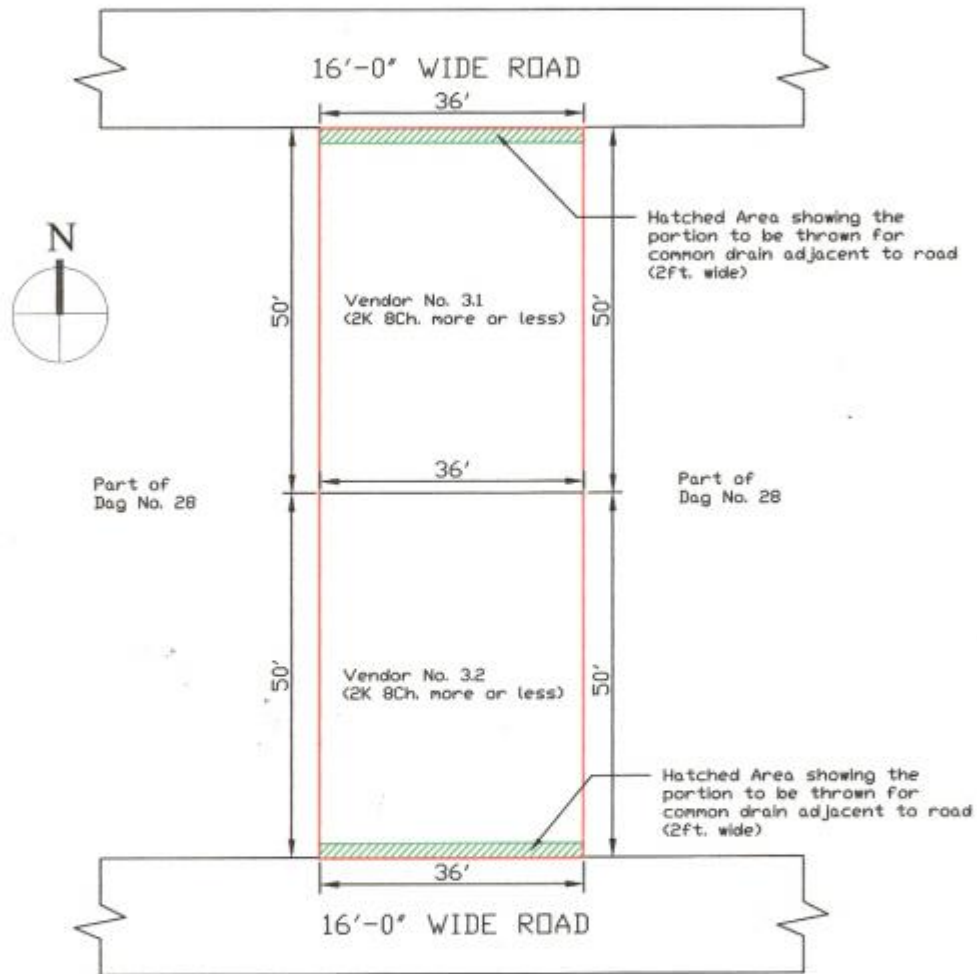
Signature  Signature 
 Name Praveen Poddar Name _____




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SITE PLAN OF PLOT OF LAND UNDER
R.S. DAG No. 28, MOUZA DAULATPUR,
P.S. BISHNUPUR, DIST. 24 PARGANAS (S)

Total Area- 5K
(more or less)






















Widdhi Infrastructure Pvt. Ltd.
Anura Awasthi
Director/Authorised Signatory

Sabita Poddar
Sabita Poddar



Sh
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SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
 <i>Annuva Awasthi</i>	<i>Annuva Awasthi</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
 <i>Vishal Kumar</i>	<i>Vishal Kumar</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
 <i>Sabita Poddar</i>	<i>Sabita Poddar</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				




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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 : I - 03798 of 2015
(Serial No. 04007 of 2015 and Query No. 1604L000008876 of 2015)

On 07/05/2015

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

Presented for registration at 17.00 hrs on :07/05/2015, at the Private residence by Anuva Awasthi ,Claimant.

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

Execution is admitted on 07/05/2015 by

1. Krishna Kumar Poddar, son of Late Purushottam Das Poddar , 390 S N Roy Rd Girikunj Apt, Flat No:201b, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038, By Caste Hindu, By Profession : Others
2. Sabita Poddar, wife of Pramod Poddar , 390 S N Roy Rd Girikunj Apt, Flat No:201b, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038, By Caste Hindu, By Profession : Others
3. Anuva Awasthi
Authorised Signatory, Wriddhi Infrastructure Pvt Ltd, 161/1 Mahatma Gandhi Rd, Thana:-Jorasanko, District:-Kolkata, WEST BENGAL, India, Pin :-700007.
, By Profession : Others

Identified By Pramod Poddar, son of Late Purushottam Das Poddar, Girikunj Apt 390 S N Roy Rd, Flat No:201b, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038, By Caste: Hindu, By Profession: Business.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 08/05/2015

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, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 27528.00/-, on 08/05/2015

(Under Article : A(1) = 27489/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 08/05/2015)

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.-25,00,000/-

Certified that the required stamp duty of this document is Rs. 125010 /- and the Stamp duty paid as: Impressive Rs.- 100/-



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

08/05/2015 18:57:00

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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 : I - 03798 of 2015
(Serial No. 04007 of 2015 and Query No. 1604L000008876 of 2015)

Deficit stamp duty

Deficit stamp duty Rs. 125000/- is paid , by the draft number 894885, Draft Date 08/05/2015, Bank : State Bank of India, Alipore, (Calcutta), received on 08/05/2015

(Tridip Misra)
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(Tridip Misra)
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 7808 to 7823
being No 03798 for the year 2015.




(Tridip Misra) 11-May-2015
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

