

07597/2014

KDH/238

8437/14



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



79AA 451123

23574004

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

Additional Registrar
of Assurances-II, Kolkata

CONVEYANCE

1. Date: 23rd June 2014
2. Place: Kolkata
3. Parties

Binapani

Binapani

18658

Amban Bhattacharya

c-4597

SHIVRATRI PROMOTERS PRIVATE LIMITED

SHIVRATRI NIRMAN PRIVATE LIMITED

Amban Bhattacharya

DIRECTOR/AUTHO.SIGNATORY

c-4598

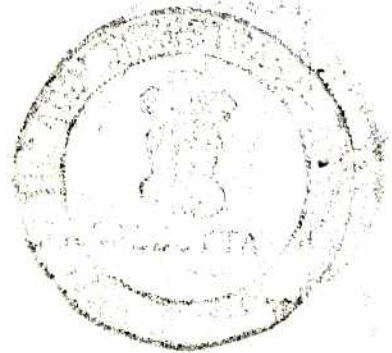
Bina Poni Baisya.

NAME.....
ADD.....
RS.....
- 7 MAY 2014
SUPANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
8 & 3, K. S. Roy Road, Kolkata

SAHA & RAY
Advocates
3A/1, 3rd Floor, Hastings Chambers
Kiran Shankar Roy Road
Kolkata - 700001

- 7 MAY 2014

- 7 MAY 2014



Shyamali Baisya Sen

Shyamal Sen

93, Barasat Road.

PO. N.C.P. Dist 24 Pgs (W)

Head teacher

Telipara F.P. School

BKP Circle

ADDITIONAL REGISTRAR
KOLKATA
23 JUN 2014



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

Endorsement For Deed Number : I - 08437 of 2014
(Serial No. 07597 of 2014 and Query No. 1902L000017915 of 2014)

On 23/06/2014

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

Presented for registration at 19.40 hrs on :23/06/2014, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 23/06/2014 by

1. Binapani Baishya Alias Binapani Baisya, wife of Ram Kamal Biashya , Barrackpore, Nona Chandanpukur, Thana:-Titagarh, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others

2. Anirban Bhattacharya

Authorised Signatory, Shivratri Nirman Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivratri Promoters Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
 , By Profession : Others

Identified By Shyamali Biashya Sen, wife of Shyamal Sen, 93, Barasat Road, Telinipara F P School, B K P Circle, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service.

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

On 24/06/2014

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.-23,57,460/-

Certified that the required stamp duty of this document is Rs.- 117893 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

On 07/07/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft



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

07/07/2014 13:45:00



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

Endorsement For Deed Number : I - 08437 of 2014
(Serial No. 07597 of 2014 and Query No. 1902L000017915 of 2014)

Rs. 26025/- is paid , by the draft number 847208, Draft Date 01/07/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 07/07/2014

(Under Article : A(1) = 25927/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 07/07/2014)

Deficit stamp duty

Deficit stamp duty Rs. 117893/- is paid , by the draft number 847207, Draft Date 01/07/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 07/07/2014

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



- 3.1 **Binapani Baishya alias Binapani Baisya**, wife of Ram Kamal Baishya and daughter of Late Surendra Chandra Baishya, residing at Barrackpore, Nona Chandanpukur, Police Station Titagarh, District North 24 Parganas [**PAN AESPB6466K**]
(Vendor, includes successors-in-interest)

And

- 3.2 **Shivratri Nirman 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 AASCS3160N**], represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Police Station Park Street, Kolkata-700016
- 3.3 **Shivratri Promoters 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 AASCS3167M**], represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Police Station Park Street, Kolkata-700016

(collectively **Purchasers**, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *bastu* (homestead) measuring 6.4830 (six point four eight three zero) decimal, more or less [equivalent to 3 (three) *cottah* 14 (fourteen *chittack* and 39 (thirty nine square feet) more or less], out of 65 (sixty five) decimal, being a portion of R.S. *Dag* No. 744, corresponding to L.R. *Dag* No. 1635, recorded in L.R. *Khatian* No. 3579, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas (**Said Property**), more fully described in the **Schedule** below and the Said Property is delineated and demarcated on **Plan** annexed hereto and bordered in colour **Red** thereon and **together also 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.

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 Purchasers regarding title:
- 5.1.1 **Ownership of Vendor:** By a Deed of Partition in Bengali Language (*bantannama*) dated 22nd November, 2008, registered in the Office of Additional District Sub-Registrar, Barrackpore, North 24 Parganas, in Book No. I, being Deed No. 10785 for the year 2008 (**Said Partition Deed**), executed amongst the other co-sharers along with the Vendor and pursuant thereto the Vendor being the Third Party to the Said

[Signature]

Binapani Baisya

REGISTRAR OF ASSOCIATIONS
KATA

REGISTRAR OF ASSOCIATIONS
KATA
23 JUN 2014

Partition Deed became the sole and absolute owner of *inter alia* the Said Property, free from all encumbrances.

- 5.1.2 **Mutation:** The Vendor got her name mutated in the records of the Office of Block Land and Land Reforms, Barackpore, under L.R. *Khatian* No. 3579, in respect of the Said Property, free from all encumbrances.
- 5.1.3 **Absolute Ownership of Said Property:** In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said Property, free from all encumbrances.
- 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 declares 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 Purchasers.
- 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, *debutter*, 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's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

Ashar

X

Bisapani Basia



✓
APPROVED
23 JUN 2014

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchasers 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 Purchasers 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 Purchasers to cause the sale of the Said Property to the Purchasers 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 Purchasers 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 Purchasers for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchasers, for mutually agreed consideration.

7. Transfer

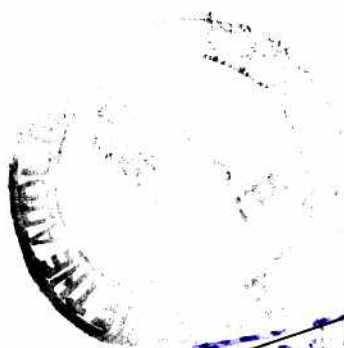
- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as *bastu* (homestead) measuring 6.4830 (six point four eight three zero) decimal, more or less [equivalent to 3 (three) *cottah* 14 (fourteen *chittack* and 39 (thirty nine square feet) more or less], out of 65 (sixty five) decimal, being a portion of R.S. *Dag* No. 744, corresponding to L.R. *Dag* No. 1635, recorded in L.R. *Khatian* No. 3579, *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 Property is delineated and demarcated on **Plan** annexed hereto and bordered in colour **Red** thereon and **together also 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.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.23,57,460/- (Rupees twenty three lac fifty seven thousand four hundred and sixty) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

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

Asst. Secy.

Binapani Baisya



NEW YORK
OF NEW YORK
23 JUL 2014

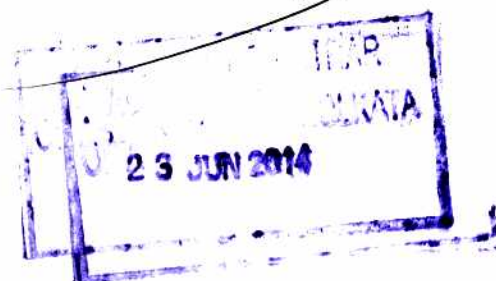
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutter*, trusts, 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's 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's title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 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 has been handed over by the Vendor to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' successors-in-interest and/or 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 exclusively 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 Purchasers, 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or



howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.

- 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, indemnifies and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchasers shall convert the nature of use and classification of the Said Property from highland to housing for construction of a housing complex and the Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining highland and (b) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and conversion of the nature of use and classification thereof from highland to housing and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their 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.


Binapani Banerjee.



Schedule
(Said Property)

Land classified as *bastu* (homestead) measuring 6.4830 (six point four eight three zero) decimal, more or less [equivalent to 3 (three) *cottah* 14 (fourteen *chittack* and 39 (thirty nine square feet) more or less], out of 65 (sixty five) decimal, being a portion of R.S. *Dag* No. 744, corresponding to L.R. *Dag* No. 1635, recorded in L.R. *Khatian* No. 3579, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property is delineated and demarcated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Lot A in R.S. *Dag* No. 744
- On the East** : By portion of R.S. *Dag* No. 750
- On the South** : By portion of R.S. *Dag* No. 743
- On the West** : By portion of Lot B in R.S. *Dag* No. 744

Together also 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.

The Said Property is tabulated in the Chart below:

<i>Mouza</i>	<i>R.S. Dag No.</i>	<i>L.R. Dag No.</i>	<i>L.R. Khatian No.</i>	<i>Total Area of Dag (in decimal)</i>	<i>Total Area sold (in decimal)</i>	<i>Name of the Owner</i>
Patulia	744	1635	3579	65	6.4830	Binapani Baishya

Ashan

Binapani Baishya.



9. Execution and Delivery

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

Binapani Baishya.

**[Binapani Baishya alias Binapani Baisya]
[Vendor]**

Ainban Bhattacharya

**[Shivratri Nirman Private Limited]
[Shivratri Promoters Private Limited]
[Authorized Signatory]
[Purchasers]**

Drafted By

S. Ray

Adv. H. C.

Witnesses:

Signature Shyamali Baisya Sen

Name Shyamali Baisya Sen

Father's Name Ram Kamal Baisya

Address 93, Barasat Road.

PO-N.C.P. Dist 24 Pgs (N)

Signature Rajib Baisya

Name RAJIB BAISYA

Father's Name RAM KAMAL BAISYA

Address 67(93) BARASAT ROAD

NONACHANDANPUKUR, BARRACKPORE
Pin- 70122, 24 Pgs (N), W.B.



[Handwritten signature]

JOINT REGISTRAR
DISTRICT & SESSIONS JALPAIGURI
23 JUN 2014

Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of **Rs.23,57,460/-** (**Rupees twenty three lac fifty seven thousand four hundred and sixty**) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Pay Order No. 394418	23.06.2014	Axis Bank Limited, Kolkata Branch	23,57,460/-
		Total	23,57,460/-

Binapani Baishya

[Binapani Baishya *alias* Binapani Baisya]
[Vendor]

Witnesses:

Signature Shyamali Baishya Sen

Name Shyamali Baishya Sen

Signature Rajib Baishya

Name RAJIB BAISHYA



REGISTRAR
WEST BENGAL SOLKATA
23 JUN 2014



~~OWNER/~~AUTHOR/AUTHO.SIGNATORY

NAME & SIGNATURE OF THE PURCHASER :

SHOWN THUS: -



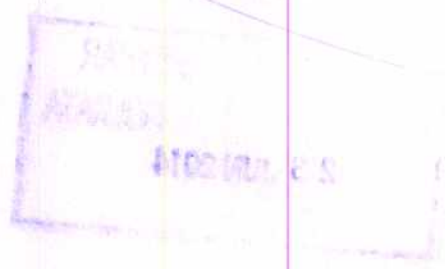
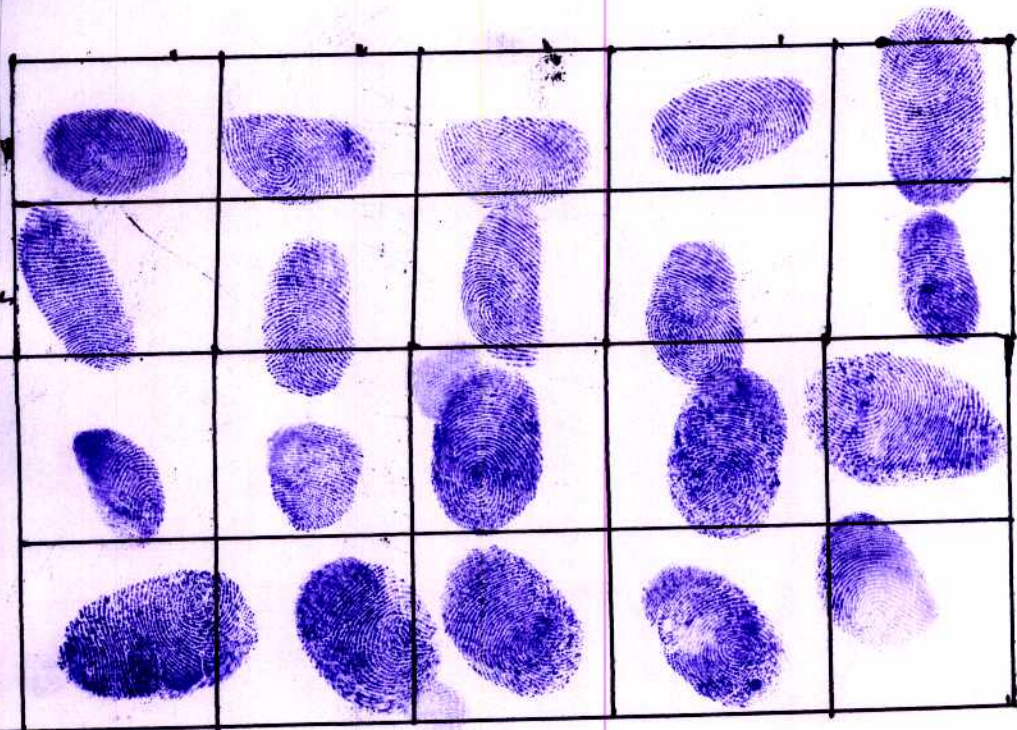
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Ambar Bhattacharya



Binapani Basya






Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 41
Page from 485 to 499
being No 08437 for the year 2014.




(Dulal chandra Saha) 08-July-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

Dated this 23rd day of June, 2014

Between

**Binapani Baishya *alias* Binapani Baisya
...Vendor**

And

**Shivratri Nirman Private Limited & Anr.
...Purchasers**

CONVEYANCE

Portion of R.S. Dag No. 744
L.R. Dag No. 1635
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