

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Actilional Register of Assilianus II.



Certified that the Document is admitted to Registration. The 5 anature sheet and the endorsement sheets. Asched to this document are the part of this Document.

Mional Registrar

VC NO. 504/B

CONVEYANCE

- February 2013 Renu Tay el 1.
- 2. Place: Kolkata
- 3. **Parties**

Renu Tay al

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

District:-Kolkata

Endorsement For Deed Number: I - 02675 of 2013 (Serial No. 02105 of 2013 and Query No. L000004967 of 2013)

On 22/02/2013

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

Presented for registration at 18.26 hrs on :22/02/2013, at the Private residence by Anirban Bhattacharva Claimant.

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

Execution is admitted on 22/02/2013 by

- 1. Renu Tayal, wife of Sajan Tayal, 115, Sri Aurobinda Raod, Salkia, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, Pin:-711106, By Caste Hindu, By Profession: Others
- Anirban Bhattacharya
 Authorised Signatory, Aravali Hirise Pvt Ltd, 1st Floor, 111, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.
 By Profession: Others

Identified By Alauddin Mondal, son of Amiruddin Mondal, Basina Rajarhat, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

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

Ón 25/02/2013

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-11,19,999/-

Certified that the required stamp duty of this document is Rs.- 56020 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

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

On 05/03/2013

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

(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

05/03/2013 15:01:00



Government Of West Bengal

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

Endorsement For Deed Number : I - 02675 of 2013 (Serial No. 02105 of 2013 and Query No. L000004967 of 2013)

Rs. 12407/- is paid, by the draft number 754260, Draft Date 04/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 05/03/2013

(Under Article: A(1) = 12309/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 05/03/2013)

Deficit stamp duty

Deficit stamp duty Rs. 51020/- is paid , by the draft number 754259, Draft Date 04/03/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 05/03/2013

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



(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

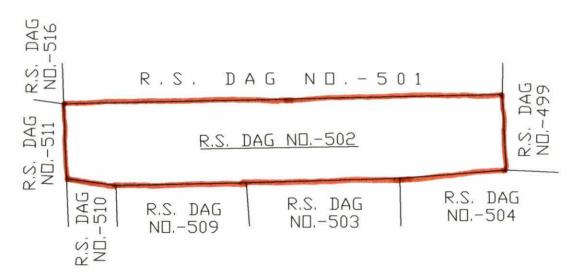
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SITE PLAN OF R.S./L.R. DAG NO.- 502, L.R. KHATIAN NO.- 1256, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-NORTH 24 PARGANAS.

TOTAL AREA OF DAG NO.502 is 35 DECIMAL





Reny Tayol

NAME & SIGNATURE OF THE VENDOR/S.:

Aravali Hirise Pvt. Ltd.

Anirban Bhartachary.
Authorised Signatory

LEGEND: 5.7750 DECIMAL OUT OF 35 DECIMAL SALI LAND IN R.S/L.R. DAG NO.- 502.

SHOWN THUS:

2 2 FE3 2013



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 Renu Tayal, wife of Sajan Tayal, residing at 115, Sri Aurobinda Road, Salkia, Police Station Golabari, Howrah-711106

(Vendor, includes successors-in-interest)

And

3.2 **Aravali Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (**PAN AALCA1914H**), represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya of 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

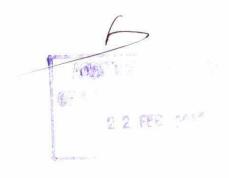
Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as bastu (homestead) measuring 5.7750 (five point seven seven five zero) decimal equivalent to 3 (three) attah and 8 (eight) chittack, more or less [out of 35 (thirty five) decimal equivalent to 21 (twenty one) cottah 2 (two) chittack and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.502, recorded in L.R. Khatian No. 1256, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the Schedule below and the said Dag No. 502 is 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, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 **Ownership of Ayub Ali:** Ayub Ali was the sole owner of the Said Property.
- 5.1.2 Purchase by Vendor: By a Deed of Conveyance dated 28th January, 1999, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, Volume No. 12, at Pages 185 to 194, being Deed No. 481 for the year 1999, the Vendor purchased interalia the entirety of the Said Property from Ayub Ali, for the consideration mentioned therein. Ashim Saha, being the co-vendor of the above deed, also sold portion of land belonging to other Dag to the Vendor by the above deed.

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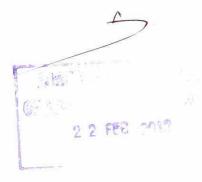




- 5.1.3 **Mutation:** The Vendor got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat in respect of the Said Property in L.R. *Khatian* No.1256.
- 5.1.4 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the Said Property.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser 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 any Local Authority or Government or 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 Preemption:** No person or persons whosoever 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 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, *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 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.

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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

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor 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 based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 Surrender/Transfer of Rights: R.S. Ispat 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. Dreamland Plaza Limited, having its office at Room No.205, 2nd Floor, 10A, Hospital Street, Kolkata-700072 (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

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser 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 5.7750 (five point seven seven five zero) decimal equivalent to 3 (three) with and 8 (eight) chittack, more or less [out of 35 (thirty five) decimal equivalent to 21 (twenty one) with 2 (two) chittack and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.502, recorded in L.R. Khatian No. 1256, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No. 502 is 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.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.11,15,246/- (Rupees eleven lac fifteen thousand two hundred and forty six) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.



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- 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, *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 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 by Vendor: express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's 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 Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, 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 the aforesaid.
- 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, physical and peaceful possession of the Said Property has 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 the Purchaser's 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,

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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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

- 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 empowers and authorizes 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 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.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or the Purchaser's 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 bastu (homestead) measuring 5.7750 (five point seven seven five zero) decimal equivalent to 3 (three) wttah and 8 (eight) chittack, more or less [out of 35 (thirty five) decimal equivalent to 21 (twenty one) cottah 2 (two) chittack and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.502, recorded in L.R. Khatian No. 1256, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the said Dag No.502 is 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./L.R. <i>Dag</i> No.501	
On the East	: By R.S./L.R. <i>Dag</i> No.499	
On the South	: By R.S./L.R. Dag Nos.504, 503, 509 and 510	
On the West	: By R.S./L.R. Dag No.511	

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.

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Bhatenda	502	1256	35	5.7750	Renu Tayal
			Total:	5.7750	

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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.

Renu Tayal

Renu Tayal

[Vendor]

Aravali Hirise Private Limited

Ariban Bhattachorya
Authorized Signatory
[Purchaser]

Drafted by:

Subhajit De, Advocate

Signature Signature Signature Signature Signature Signature Signature Name Ayus Man Dey

Father's Name Scibal Bonary Father's Name As N. s. Kr. Dey

Address Fe, K.S. Roy Road Address FC, K.S. Roy Road,

Kolkata Forcol, Kolkata F00001

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Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.11,15,246/- (Rupees eleven lac fifteen thousand two hundred and forty six) 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.371186	19.02.2013	Axis Bank Limited	11,15,246/-
		Total:	11,15,246/-

Renu Tayal

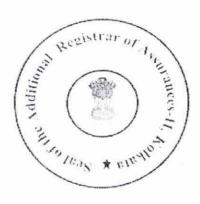
Witnesses:



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 8 Page from 9145 to 9158 being No 02675 for the year 2013.



(Dulal chandraSaha) 06-March-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal Dated this 22 day of February, 2013

Between

Renu Tayal ... Vendor

And

Aravali Hirise Pvt. Ltd. ... Purchaser

CONVEYANCE

5.7750 decimal Portion of R.S./L.R. Dag No.502 Monza Bhatenda District North 24 Parganas

Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001