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# INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL



Certified that the Document is admitted to Registration. The Signature Study application endorsament sheets attached to the attached are the part of this Document

> Chai Reg strat of Assurances-Il, Korkata

9.10.10

a/c 3096/

CONVEYANCE

28/0

Date: 28th September 10 12

Place: Kolkata

Parties:





SHIVASTHAL DEALERS PVT. LTD.

RNISh

**Authorised Signatory** 



For Pragati Realcon Pvt. Ltd.

Seculo Mendey

Authorised Signatory

Swapan Kar Sto R. N. Kar 7c. X.S. Roy Road Kolkala. Focoor Source





3.1 Pragati Realcon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Flat No.1, Ground Floor, Block C1, Akash Nilay, Narayanpur, Battala, Kolkata-700136, Police Station Airport (PAN AAFCP0017N), represented by its authorized signatory Sandip Mazumder, son of Late Sadhan Chandra Mazumder, residing at 63/27/2, Dum Dum Road, Kolkata-700074, Police Station Dum Dum

(Vendor, includes successors-in-interest)

#### And

3.2 Shivasthal Dealers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1" Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AALCS0484L), represented by its authorized signatory, Raghwendra Kumar Mishra, son of Ajit Kumar Mishra, of 1" 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 rali (agricultural) measuring 1.3312 (one point three three one two) decimal equivalent to 12 (twelve) chittack and 40 (forty) square feet, more or less [out of 26 (twenty six) decimal equivalent to 15 (fifteen) cottab 11 (eleven) chittack and 30 (thirty) square feet, more or less], being a portion of R.S./L.R. Day No.503, recorded in L.R. Khatium No.146, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet (RBGP), Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the Schedule below and the said Dug No. 503 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. [Although, the area of the Said Property is recorded as 1.3312 (one point three three one two) decimal in L.R. Parcha (Record of Rights); the area has been erroneously mentioned as 4 (four) decimal in Deed of Conveyance dated 30th May, 2008, mentioned in Clause 5.1.4 below.
- 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 Kebal Chandra Nath: Kebal Chandra Nath was the sole and absolute owner of the Said Property and he got his name mutated in the records of Block Land and Land Reforms Office at Rajarhat in L.R. Khatian No. 146, in respect thereof.



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- 5.1.2 Gift by Kebal Chandra Nath: By a Deed of Gift dated 26th June, 2001, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, Volume No. 331, at Pages 211 to 216, being Deed No.06253 for the year 2001, Kebal Chandra Nath, out of his natural love and affection, gifted the entirety of the Said Property to his daughter, Menaka Nath.
- 5.1.3 Sale by Menaka Nath: By a Deed of Conveyance dated 28th November, 2007, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 18203 to 18212, being Deed No.05072 for the year 2007, Menaka Nath sold, conveyed and transferred the entirety of the Said Property to Babulal Verma, for the consideration mentioned therein.
- 5.1.4 Purchase by Vendor: By a Deed of Conveyance dated 30th May, 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, North 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 10771 to 10797, being Deed No.09647 for the year 2008, the Vendor purchased the entirety of the Said Property from Babulal Verma, for the consideration mentioned therein.
- 5.1.5 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.



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- 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.
- 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 sali (agricultural) measuring 1.3312 (one point three three one two) decimal equivalent to 12 (twelve) chittack and 40 (forty) square feet, more or less [out of 26 (twenty six) decimal equivalent to 15 (fifteen) cottah 11 (eleven) chittack and 30 (thirty) square feet, more or less], being a portion of R.S./L.R. Dag No.503, recorded in L.R. Khatian No.146, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Bidhannagar, District North 24 Parganas and more fully described in the Schedule below and the said Dag No. 503 is delineated and





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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. [Although, the area of the Said Property is recorded as 1 (one) decimal in L.R. Parcha (Record of Rights), the area has been erroneously mentioned as 4 (four) decimal in Deed of Conveyance dated 30° May, 2008, mentioned in Clause 5.4.1 above.]

- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.1,60,000/- (Rupees one lac and sixty thousand) 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.
- 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.

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- 8.3 Delivery of Possession: hhas, 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, 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 emitted 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 sub-tagricultural measuring 1.3312 (one point three three one two) decimal equivalent to 12 (avelve chittack and 40 (forty) square feet, more or less [out of 26 (twenty six) decimal equivalent to 15 (fifteen) cottab 11 (eleven) chittack and 30 (thirty) square feet, more or less], being a portion of R.S./L.R. Dag No.503, recorded in L.R. Khatian No.146, Marza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Hishmupur No. 1 Gram Panchapet, Sub-Registration District Bidhannagar, District North 24 Parganas and the said Dag No. 503 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 fand belonging to R.S./L.R. Dag No.502	
On the East	: By fand helonging to R.S./L.R. Dag No.504	
On the South	: By land belonging to R.S./L.R. Dag No.509	





On the West	: By land belonging to R.S./L.R. Dag No.509	
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**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.

[Although, the area of the Said Property is recorded as 1 (one) decimal in L.R. Parcha (Record of Rights), the area has been erroneously mentioned as 4 (four) decimal in Deed of Conveyance dated 30s May, 2008, mentioned in Clause 5.4.1 above.]

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	503	146	26	1.3312	Kebal Chandr Nath
			Total	1.3312	



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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.

**Pragati Realcon Private Limited** 

Authorised Signatory [Vendor]

Shivasthal Dealers Private Limited

Authorized Signatory [Purchaser]

Drafted by:

Saptarshi Roy, Advocate

Witnesses:

Signature Now A. Sonka Name Named Shomed Sonkan Father's Name F. A. Sonkan Address FC, K.S. Ray Road Kalludn - Frood

Signature Sover Barery Name Sover Barery Father's Name Sover Barery Address JC, K. S. Rey Rusol

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# Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs.1,60,000/- (Rupees one lac and sixty thousand) 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.)
Demand Draft No.001740 (part)	18,09.2012	Axis Bank Limited	1,60,000/-
***************************************		Total:	1,60,000/-

Pragati Realcon Private Limited

Authorised Signatory [Vendor]

Witnesses:

Signature\_//\to-

Name Named Showed Soven

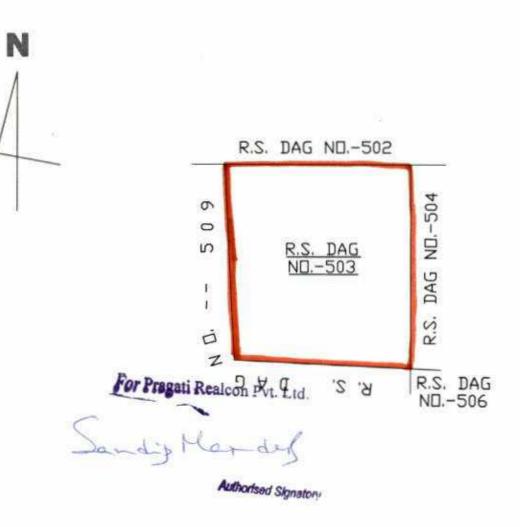
Signature

Name Ses



SITE PLAN OF R.S./L.R. DAG NO.- 503, L.R. KHATIAN NO.- 146, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.-NORTH 24 PARGANAS.

Total Area in Dag No.503 is 26 Decimal



Shivasthal Dealers Pvt. Ltd.

Authorised Signatory

Rmeihn

NAME & SIGNATURE OF THE VENDOR/S.:

LEGEND: 1.3312 DECIMAL OUT OF 26 DECIMAL SALI LAND IN R.S/L.R. DAG NO.- 503.

SHOWN THUS:



# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
	9					
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S.	-dijHerans	Thumb	Fore	Middle (Right	Ring Hand)	Little
7.1 34 25						0
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Romein	8				
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle	Fore	Thumb
				(Left	Hand)	1000
		Thumb	Fore	Middle (Right	Ring Hand)	Little





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

District:-Kolkata

# Endorsement For Deed Number: I - 12736 of 2012

(Serial No. 11772 of 2012)

On

# Payment of Fees:

On 28/09/2012

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

Presented for registration at 20.37 hrs on :28/09/2012, at the Private residence by Raghwendra Kumar Mishra ,Claimant.

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

Execution is admitted on 28/09/2012 by

\_xecution is admitted on 20/03/2012 by

Sandip Mazumder
 Authorised Signatory, Pragati Realcon Pvt Ltd, Flat No:1, Gr. Floor, Block C I, Akash Nilay, Narayanpur, Battala, Kol, Thana:-Airport, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700136.
 By Profession: Others

2. Raghwendra Kumar Mishra

Authorised Signatory, Shivasthal Dealers Pvt Ltd, 1st Floor, 111, Park Street, Kol, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

, By Profession : Others

Identified By Swapan Kar, son of R N Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kol, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste: Hindu, By Profession: Service.

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

#### On 04/10/2012

#### 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.-2.58.172/-

Certified that the required stamp duty of this document is Rs.- 12929 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

On 09/10/2012

# 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.

( Dulal chandraSaha )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

09/10/2012 16:12:00



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

Endorsement For Deed Number: I - 12736 of 2012

(Serial No. 11772 of 2012)

# Payment of Fees:

Amount By Cash

Rs. 2936.00/-, on 09/10/2012

( Under Article : A(1) = 2838/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 09/10/2012 )

# **Deficit stamp duty**

Deficit stamp duty Rs. 12929/- is paid03893428/09/2012State Bank of India, DALHOUSIE SQUARE, received on 09/10/2012

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



ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

Dated this 28th day of feplem ber, 2012

#### Between

Pragati Realcon Pvt. Ltd. ... Vendor

And

Shivasthal Dealers Pvt. Ltd. ... Purchaser

# CONVEYANCE

1.3312 Decimal Portion of R.S./L.R. Dag No.503 Mouza Bhatenda District North 24 Parganas

Saha & Ray

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

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 50 Page from 1477 to 1491 being No 12736 for the year 2012.



(Dulal chandraSaha) 10-October-2012 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal