

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's 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 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 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, 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 any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that **(1)** the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly **(a)** consents to the same and **(b)** 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 and **(2)** the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser 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 agricultural and **(b)** 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 undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its 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.

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ADDITIONAL REGISTRAR  
OF ASSURANCE IN KOLKATA  
- 5 APR 2019



**Schedule  
(Said Property)**

Land classified as *sali* (agricultural) measuring 8.6668 (eight point six six six eight) decimal equivalent to 5.2526 (five point two five two six) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 774, corresponding L.R. *Dag* No. 1716, recorded in L.R. *Khatian* No. 782, out of the total land measuring 26 (twenty six) decimal contained in the said *Dag*, *Mouza* Patulia, J.I. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and battled and bounded as follows:

**On the North** : By R.S. *Dag* Nos. 757, 758 and 771/1253

**On the East** : By R.S. *Dag* Nos. 773 and 777

**On the South** : By R.S. *Dag* Nos. 776 and 777

**On the West** : By R.S. *Dag* No. 775

**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.

<i>Mouza</i>	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Paulia	774	1716	782	26	8.6668	Shyam Narayan Singh
				<b>Total</b>	<b>8.6668</b>	

4  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
- 5 APR 2013



**9. Execution and Delivery**

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

Chandra Kala Singh  
[Chandra Kala Singh]  
[Vendor]

**Transways Complex Private Limited**

Ravikant Kedia  
[Authorized Signatory]  
[Purchaser]

**Witnesses:**

Signature: [Signature]

Name: Basudeb Das

Father's Name: Late Biswanath Das

Address: Patulia Bazar, Brahmin Para, Post Office Patulia, Police Station Khardah, Kolkata-700119, District North 24 Parganas

Signature: [Signature]

Name: Samir K. Karmakar

Father's Name: Jibam Karmakar

Address: Gangapara Rahara Rd Khardaha Kol-118

↓  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
- 5 APR 2013



### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs. 4,10,344/-** (**Rupees four lac ten thousand three hundred and forty four**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

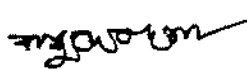
Mode	Date	Bank	Amount (Rs.)
By Demand Draft vide No. 100526 (part)	04.04.2013	AXIS Bank Ltd.	4,10,344/-
		<b>Total</b>	<b>4,10,344/-</b>

Chandra Kala Singh.

[Chandra Kala Singh]

[Vendor]

**Witnesses:**

Signature: 

Name: ANIL KUMAR

Signature: 

Name: Samir Kr Karmakar



ADDITIONAL REGISTER  
OF ASSURANCE POLICIES  
- 5 APR 2013





# SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Ravikant

Little	Ring	Middle	Fore	Thumb	
				(Left Hand)	



Chandra Kala Singh

Thumb	Fore	Middle	Ring	Little	
				(Right Hand)	
Little	Ring	Middle	Fore	Thumb	
				(Left Hand)	
Thumb	Fore	Middle	Ring	Little	
				(Right Hand)	

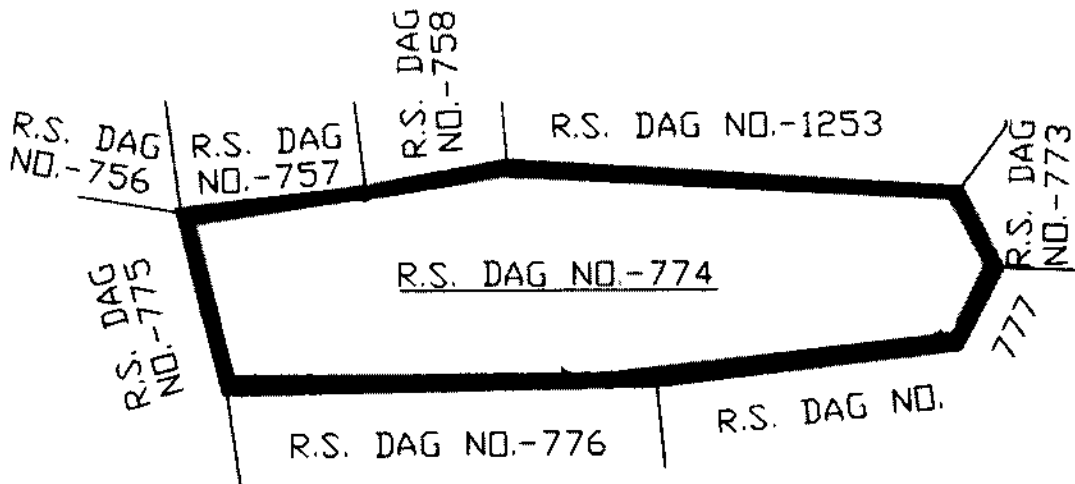
Little	Ring	Middle	Fore	Thumb	
				(Left Hand)	
Thumb	Fore	Middle	Ring	Little	
				(Right Hand)	

5  
ADDITIONAL REGISTRAR  
OF ASSURANCES-II, KOLKATA  
- 5 APR 2013



SITE PLAN OF R.S. DAG NO. 774 CORRESPONDING L.R. DAG NO. 1716,  
L.R. KHATIAN NO.782, MOUZA- PATULIA, J.L. NO.4, P.S. KHARDAHA,  
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.774 is 26 Decimal



Chandra Kala Singh .

Chandrakala Sinsh

SIGNATURE OF THE VENDOR/S. :

Transways Complex Private Limited

Ravikant Kedia .

Authorised Signatory

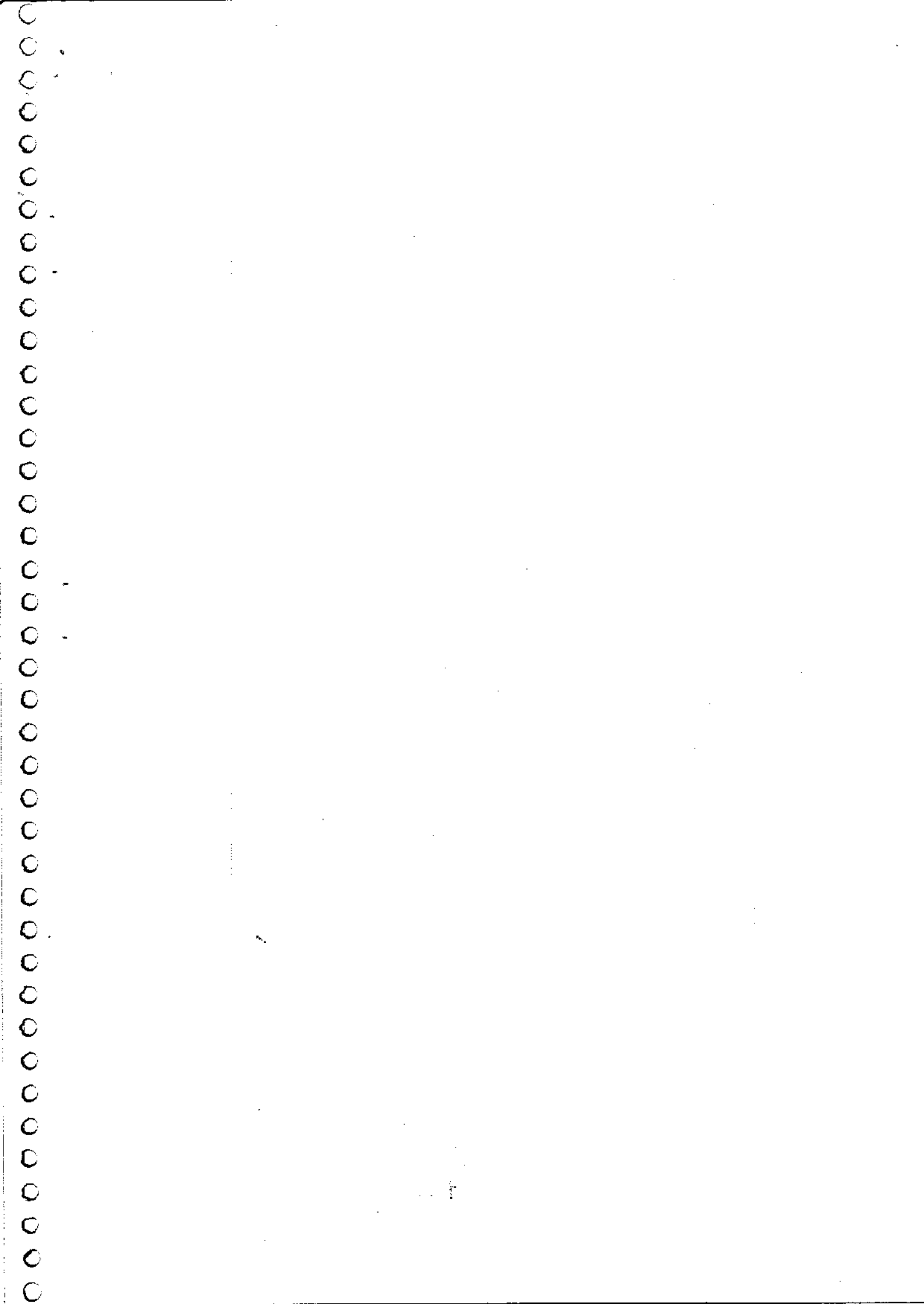
SIGNATURE OF THE PURCHASER :

LEGEND : 8.6668 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 26  
DECIMAL IN R.S. DAG NO. 774 L.R. DAG NO.1716.

SHOWN THUS : 



5  
ADDITIONAL REGISTRAR  
OF ASSURANCE - KOLKATA  
- 5 APR 2013



Dated this 5<sup>th</sup> day of April, 2013

Between

**Chandra Kala Singh**  
... Vendor

And

**Transways Complex Private Limited**  
... Purchaser

**CONVEYANCE**

Portion of  
R.S. Dag No. 774  
L.R. Dag No. 1716  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas

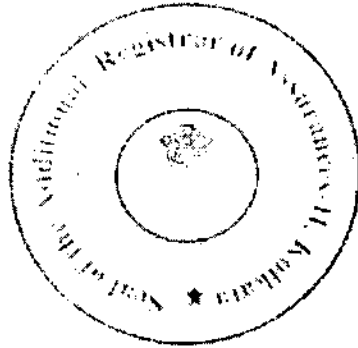
**Saha & Ray**


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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 3938 to 3952  
Being No 06149 for the year 2013.



  
(Dulal chandra Saha) 08-May-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal

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02637/2013

KDH/91

Saha & Ray

3176/2013



पश्चिम बंगाल WEST BENGAL



163AA 951893

Certified that the Document is specified to Registration. The Signature, Seal and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

Additional Registrar of Assurances-II, Kolkata

CONVEYANCE

Date: 24 March 2013

Chandra Lekha Singh

Place: Kolkata

Parties:

Chandra Lekha Singh, wife of Mohan Prasad Singh, residing at Mangalam Apartment, BC 2, Post Office Saraidhela, Police Station Saraidhela, District Dhanbad, PIN-828127, State Jharkhand (Vendor, includes successors-in-interest)

Ravi Kant Meedia

Chandra Lekha Singh

Handwritten notes on the left margin: 'SRS/13', '1-26 AM', 'AR/MD', and '20/20/2013'.

72421

12 FEB 2018

DATE

ADT

AMT

Ravi Kant kedia



c-1422

ANJANDHAM MARKETING PRIVATE LIMITED

Ravi Kant kedia

Director / Authorized Signatory

Rohit



e-1423

Chandra Lekha Singh



Mr. Hanu Prasad Singh  
S/O of KDN Singh  
BC-2 Mangalam Apartment  
P.S. Saraidhela  
Dist Dhanbad  
Jharkhand  
Business



Handwritten text, possibly a signature or date, partially obscured by the arrow.

And

- 3.2 **Anjanidham Marketing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata- 700038, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, 69/2, Nimtolla Ghat Street, Police Station Police Station Jorabagan, Kolkata-700006

(**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 *itkhola* (brickfield) measuring 5.3333 (five point three three three three) decimal [equivalent to 3.2323 (three point two three two three) *cottah*], more or less, out of 16 (sixteen) decimal, being the portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, *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, more fully described in the **Schedule** below and the said R.S. *Dag* No. 773 being 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 and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Ownership of Mother Property:** Shyam Narayan Singh was the recorded owner of land classified as *itkhola* (brickfield) measuring 16 (sixteen) decimal [equivalent to 9.6969 (nine point six nine six nine) *cottah*], more or less, out of 16 (sixteen) decimal, being entirety of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Mother Property**).
- 5.1.2 **Demise of Shyam Narayan Singh:** Shyam Narayan Singh, a Hindu bachelor, died *intestate* leaving behind him surviving, his sister, Singaro Devi, as his only legal heiress, who jointly and in equal shares inherited the right, title and interest of Late Shyam Narayan Singh in the Mother Property, free from all encumbrances.
- 5.1.3 **Demise of Singaro Devi:** On or about 18<sup>th</sup> September, 2004, Singaro Devi, a Hindu, died *intestate* leaving behind her surviving, her 3 (three) daughters, namely, (1) Chandra Lekha Singh (Vendor hereinabove) (2) Chandra Kanti Singh and (3) Chandra Kala Singh, as her only legal heiresses who jointly and in equal shares

R<sub>2</sub> C. L. Singh  
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inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.

- 5.1.4 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property out of the Mother 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 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 Pre-emption:** No person or persons whatsoever 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, *debuttar*, 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.

Rm 3 C. L. Singh

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- 5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchaser the Vendor has released and relinquished all her right, title and interest over R.S. *Dag* No. 773 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 773.

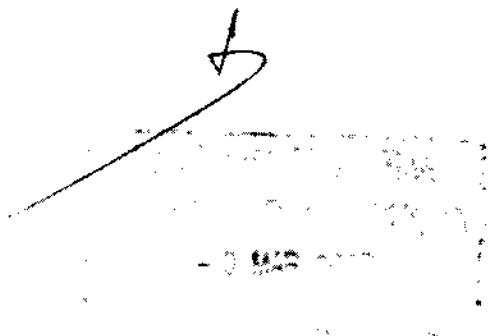
## 6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the 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 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, 4<sup>th</sup> 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 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 *itkhola* (brickfield) measuring 5.3333 (five point three three three three) decimal [equivalent to 3.2323 (three point two three two three) *cottah*], more or less, out of 16 (sixteen) decimal, being the portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatiam* No. 782, *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 R.S. *Dag* No. 773 being 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 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.8,26,256/- (Rupees eight lac twenty six thousand two hundred and fifty six)

Rr + C. L. Singh  
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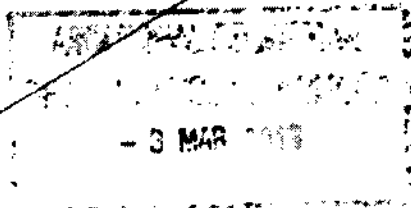
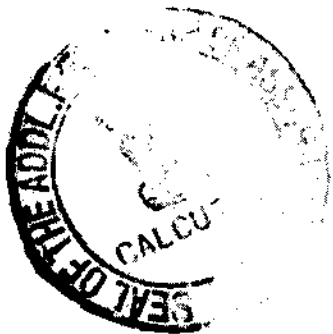


paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

**8. Terms of Transfer**

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 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, *debuttar*, 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 Purchaser 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 have 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 its 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

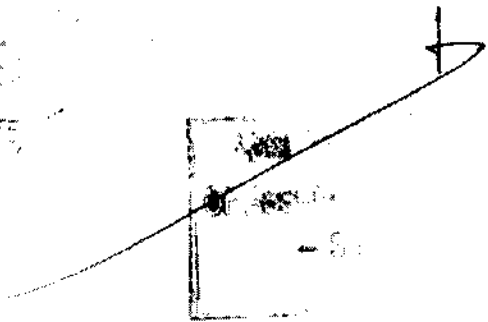
for s Chandra Lekha Singh



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.

- 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, 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 any encumbrance on the Said Property.
- 8.7 **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 undertakes to co-operate with the Purchaser in all respect for causing 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 Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its 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.

M. C. L. Singh



**Schedule  
(Said Property)**

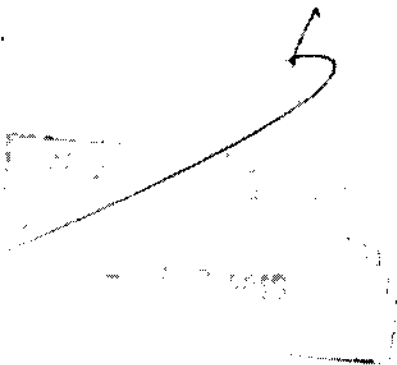
Land classified as *ikhola* (brickfield) measuring 5.3333 (five point three three three three) decimal [equivalent to 3.2323 (three point two three two three) *cottah*], more or less, out of 16 (sixteen) decimal, being the portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 773 being 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. *Dag* No. 772
- On the East** : By R.S. *Dag* No. 849
- On the South** : By R.S. *Dag* No. 777
- On the West** : By R.S. *Dag* No. 774 and 771/1253

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the First Property and appurtenances and inheritances for access and user thereof.

<i>Mouza</i>	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	773	1717	782	16	5.3333	Shyam Narayan Singh
				<b>Total</b>	<b>5.3333</b>	

Rr C. L. Singh



9. Execution and Delivery

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

Chandra Lekha Singh

[Chandra Lekha Singh]  
[Vendor]

Anjanidham Marketing Private Limited

Ravi Kant Kedia

[Authorized Signatory]  
[Purchaser]

Drafted by:

Witnesses:

M.P. Singh

Signature: \_\_\_\_\_

Name: Mohan Prasad Singh

Father's Name: H. K.D.N. Singh

Address: 802 Mangalam Apartment

P.S. Jaisachhela Dhanborel  
Jharkhand

Signature: \_\_\_\_\_

Name: Sudip Dutta Chowdhury

Father's Name: Bihup Dutta Chowdhury

Address: South Banker Pally

Madhyamgram Kolkata 700129



APR 27 1962  
- 8 APR 1962



**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs.8,26,256/-** (**Rupees eight lac twenty six thousand two hundred and fifty six**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Demand Draft vide No. '100068'	01.03.2013	Axis Bank Ltd.	64,8588/-
Demand Draft vide No. '100069'	01.03.2013	Axis Bank Ltd.	1,77,669/-
/	/	/	/
<b>Total</b>			<b>8,26,256/-</b>

*Chandra Lekha Singh*

[Chandra Lekha Singh]  
[Vendor]

**Witnesses:**

Signature *M. P. Singh*

Name: *Mohar Prasad Singh*

Signature *[Signature]*

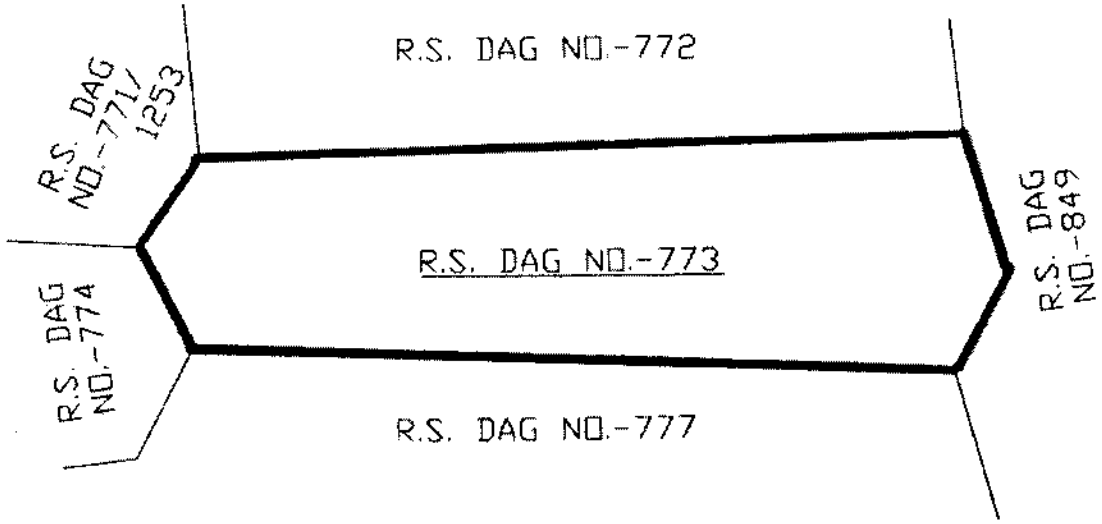
Name: *Sudip Dutta Chowdhury*



6  
- 31 2 215

SITE PLAN OF R.S. DAG NO. 773 CORRESPONDING L.R. DAG NO. 1717,  
L.R. KHATIAN NO. 782 , MOUZA-PATULIA, J.L. NO.4, P.S. KHARDAHA,  
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.773 is 16 Decimal



Anjanidham Marketing Private Limited

Ravikant Kedia,

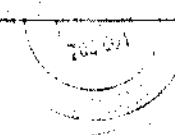
Authorised Signatory

*Chandra Lekha Singh*  
SIGNATURE OF THE VENDOR/S.

SIGNATURE OF THE PURCHASER :

LEGEND : 5.3333 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 16  
DECIMAL OF R.S. DAG NO. 773, L.R. DAG NO.1717.

SHOWN THUS:





REF ID: A66666  
- 8 MAR 2013

# SPECIMEN FORM TEN FINGER PRINTS

Sl No Signature of the executants and/or purchaser Presentants



Ravi Kant  
Kedia.



Chandna  
Lekha Singh

	Little (Left Hand)	Ring (Left Hand)	Middle (Left Hand)	Fore (Left Hand)	Thumb (Left Hand)
	Thumb (Right Hand)	Fore (Right Hand)	Middle (Right Hand)	Ring (Right Hand)	Little (Right Hand)
	Little (Left Hand)	Ring (Left Hand)	Middle (Left Hand)	Fore (Left Hand)	Thumb (Left Hand)
	Thumb (Right Hand)	Fore (Right Hand)	Middle (Right Hand)	Ring (Right Hand)	Little (Right Hand)



*[Handwritten signature]*  
- 6 10 2015



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

Endorsement For Deed Number : I - 03176 of 2013  
(Serial No. 02637 of 2013 and Query No. L000005815 of 2013)

On 03/03/2013

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

Presented for registration at 13.26 hrs on :03/03/2013, at the Private residence by Ravi Kant Kedia  
Claimant.

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

Execution is admitted on 03/03/2013 by

- 1 Chandra Lekha Singh, wife of Mohan Prasad Singh , Mangalam Apartment, B C 2, P S - Saraidhela,  
P.O. :-Saraidhela ,District :-Dhanbad, JHARKHAND, India, , By Caste Hindu, By Profession : Others
- 2 Ravi Kant Kedia  
Authorised Signatory, Anjanidham Marketing Pvt Ltd, Surya Homes,, Flat No:4 B, 376 A, S N Roy  
Road, Kol, Thanar-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
By Profession : Others
- 3 Identified By Mohan Prasad Singh, son of - , Mangalam Apartment, B C - 2, P S - Saraidhela, P.O.  
Saraidhela ,District:-Dhanbad, JHARKHAND, India, , By Caste: Hindu, By Profession: Others.

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

On 05/03/2013

**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. -8,26,256/-

Certified that the required stamp duty of this document is Rs.- 41333 /- and the Stamp duty paid as:  
Impressive Rs - 10/-

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

On 11/03/2013

**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 chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

11/03/2013 15:03:00

EndorsementPage 1 of 2



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

**Endorsement For Deed Number : I - 03176 of 2013**  
**(Serial No. 02637 of 2013 and Query No. L000005815 of 2013)**

Rs. 9184/- is paid , by the draft number 754562, Draft Date 08/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/03/2013

( Under Article : A(1) = 9086/- .E = 14/- .I = 55/- .M(a) = 25/- .M(b) = 4/- on 11/03/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 41333/- is paid , by the draft number 754561, Draft Date 08/03/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 11/03/2013

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



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



Dated this 2<sup>nd</sup> day of March, 2013

Between

Chandra Lekha Singh  
... Vendor

And

Anjanidham Marketing Private Limited  
... Purchaser

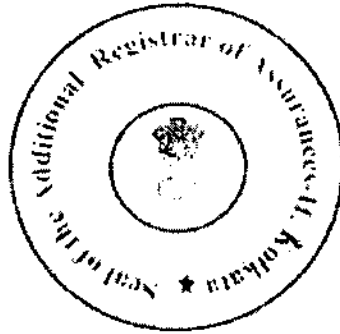
**CONVEYANCE**

Portion of  
R.S. Dag No. 773  
L.R. Dag No. 1717  
Mouza Patulia  
Police Station Khardah  
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 10  
Page from 2307 to 2321  
being No 03176 for the year 2013.



A handwritten signature in black ink, appearing to read "Dulal chandra Saha".

(Dulal chandra Saha) 15-March-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal

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04831/013

WDH/150

\*ANNEXURE\* A91 6134/13  
Saha & Roy

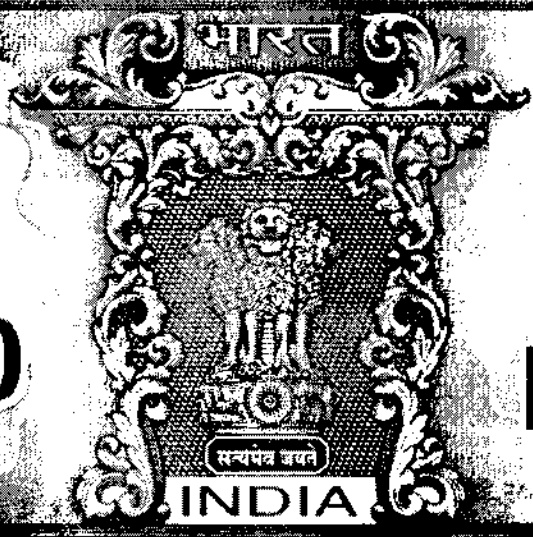
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RUPEES

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Rs.10



## INDIA NON JUDICIAL

65AA 459720

Certified that the Document is duly registered and the  
Registration Fee and the Stamp Duty and the  
endorsement charges and the registration amount  
are the part of this Document.

Additional Registrar  
of Assurances-II, Kolkata



### CONVEYANCE

1. **Date:** 5<sup>th</sup> April 2013

*Chandra Kala Singh.*

2. **Place:** Kolkata

3. **Parties:**

3.1 **Chandra Kala Singh**, wife of Late Kamal Deo Singh, resident of PBM Brickfield, Shanti Pally, Post Office Paulia, Police Station Khardah, District North 24 Parganas, presently residing at Ramlal Niwas, Mahendru, Police Station Sultangange, Patna-800006, Bihar [PAN CMWPS1701A]  
(Vendor, includes successors-in-interest)

*Chandra Kala Singh.*

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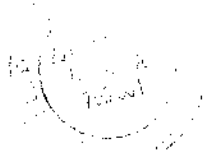
10846/13  
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Additional Registrar of Assurances-II  
Kolkata

5/4/13

1603

230  
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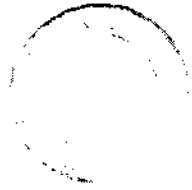
SL/279

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102

Ravi Kant kedia

e-2775



Transway Infracon Pvt Ltd  
Anjanidham Marketing Pvt Ltd

Ravi Kant kedia  
Aulicrisa, Segrales

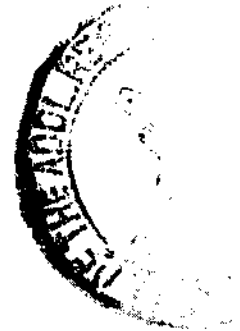
*Blush*  
MOUCHI CHOSH  
LICENCE NO. 1002  
KOLKATA

e-2779

Chandica Kala Singh

Samin Kr Karmakar  
Jibam Karmakar  
Durgapara Rahara  
P.S. Khordaha Ka 118  
Business

ADDITIONAL REGISTRAR  
KOLKATA  
- 5 APR 2019





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

Endorsement For Deed Number : I - 06134 of 2013  
(Serial No. 04831 of 2013 and Query No. L000010846 of 2013)

On 05/04/2013

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

Presented for registration at 22.14 hrs on :05/04/2013, at the Private residence by Ravi Kant Kedia  
Claimant.

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

Execution is admitted on 05/04/2013 by

1. Chandra Kala Singh, wife of Late Kamal Deo Singh , At. Pt. Ramlal Niwas, Mahendru,  
Thana:-SULTANGANJ, District:-Patna, BIHAR, India, Pin :-800006, By Caste Hindu, By Profession :  
Others
2. Ravi Kant Kedia  
Authorised Signatory, Transways Infracon Pvt Ltd, Flat No:4 B, Surya Homes, 376 A, S N Roy Road,  
Kol, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
  
Authorised Signatory, Anjanidham Marketing Pvt Ltd, Flat No:4 B, Surya Homes, 376 A, S N Roy Road,  
Kol, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
By Profession : Others  
  
Identified By Samir Kumar Karmakar, son of Jiban Karmakar, Dangapara, Rahara, Kol,  
Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118, By Caste: Hindu,  
By Profession: Business.

On 08/04/2013

**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.-3,11,881/-

Certified that the required stamp duty of this document is Rs.- 15614 /- and the Stamp duty paid as  
Impresive Rs.- 10/-

On 03/05/2013

**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:**

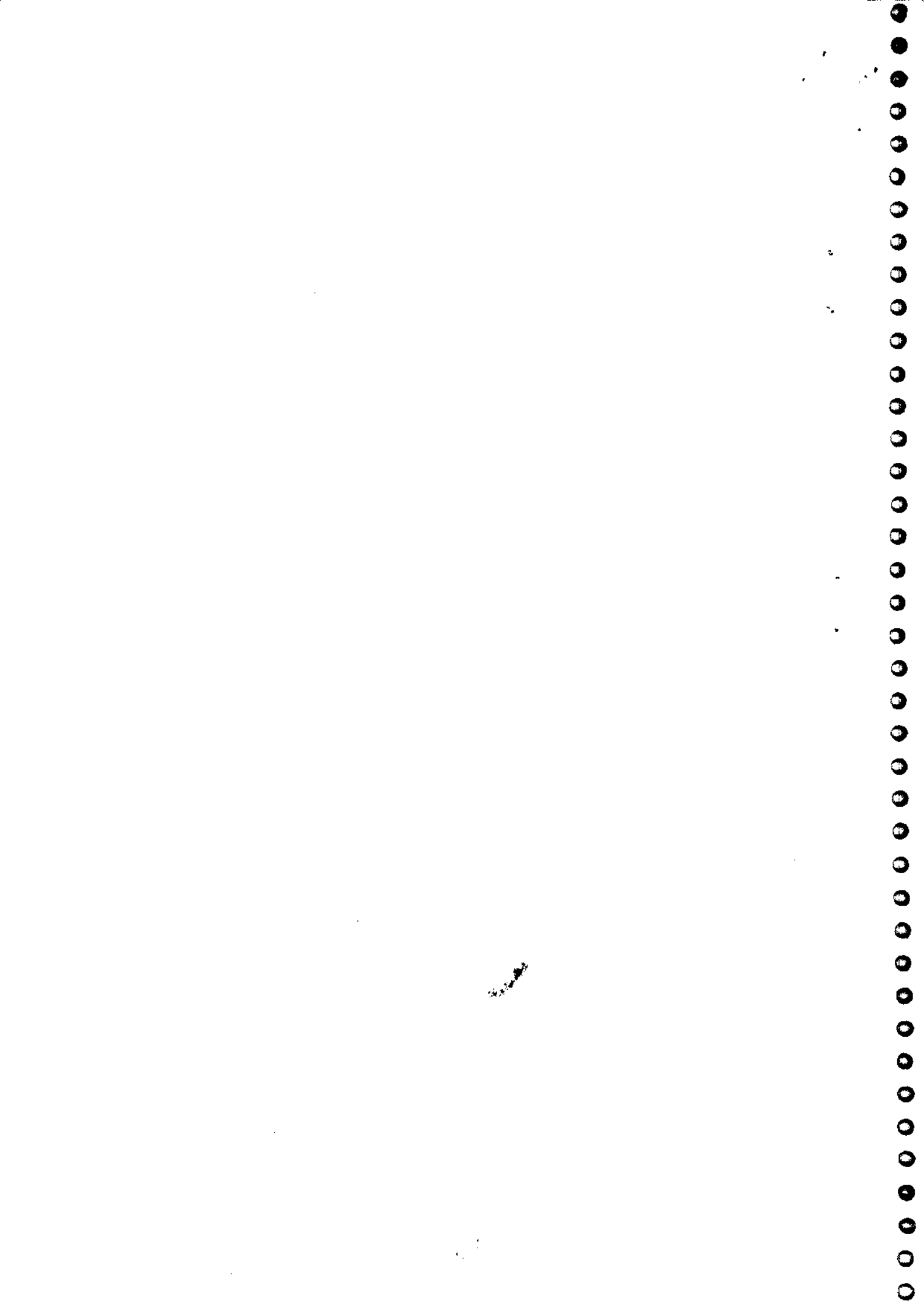
Amount by Draft



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

03/05/2013 13:47:00

EndorsementPage 1 of 2





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

**Endorsement For Deed Number : I - 06134 of 2013**  
**(Serial No. 04831 of 2013 and Query No. L000010846 of 2013)**

Rs. 3519/- is paid , by the draft number 756339, Draft Date 18/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 03/05/2013

( Under Article : A(1) = 3421/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 03/05/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 15614/- is paid , by the draft number 756338, Draft Date 18/04/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 03/05/2013

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

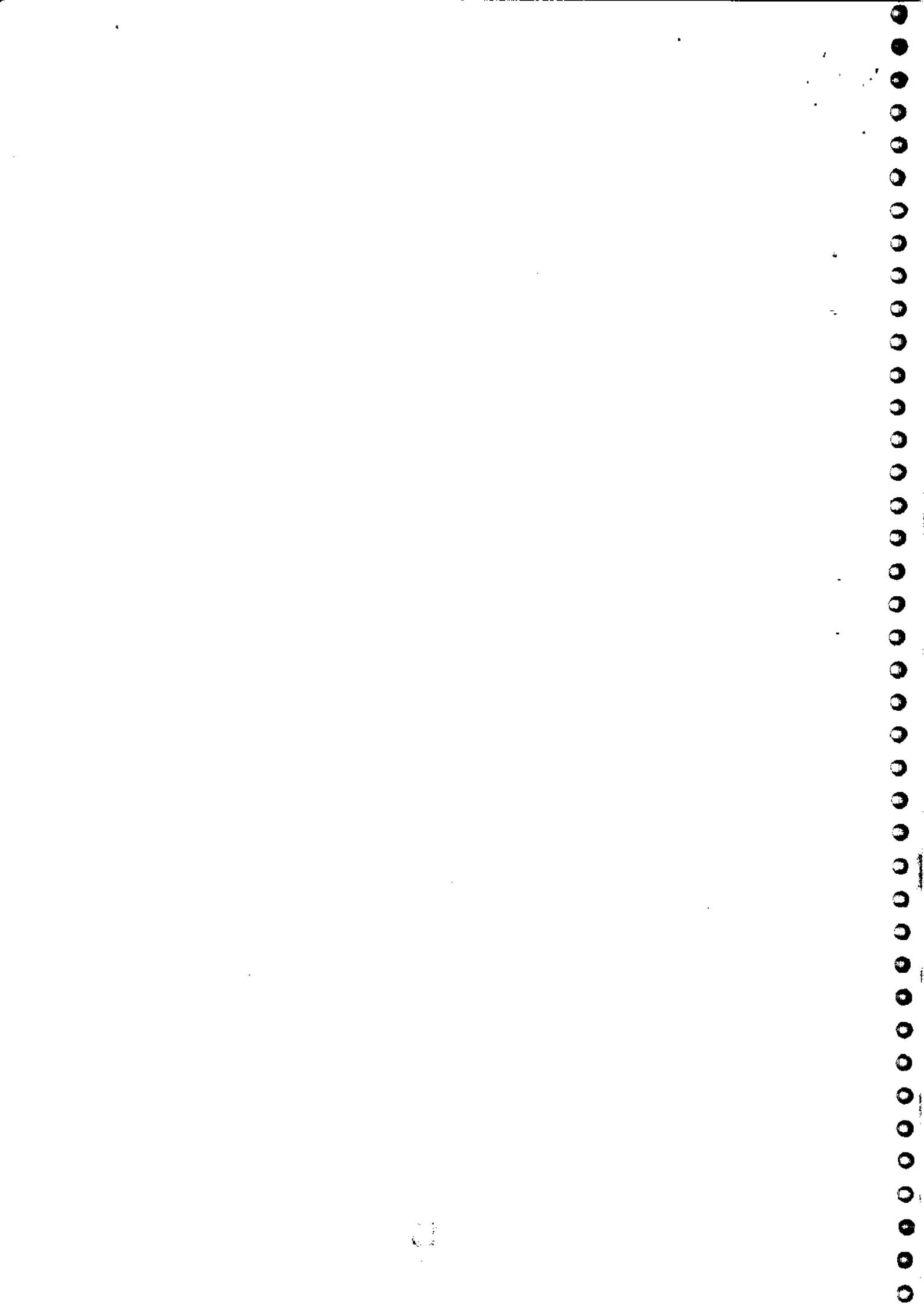


( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

03/05/2013 13:47:00

EndorsementPage 2 of 2

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## And

- 3.2 **Transways Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, of Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038
- 3.3 **Anjanidham Marketing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, of Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038

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

Vendor and Purchasers collectively **Parties** and individually **Party**.

### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *danga* (highland) measuring 5.3334 (five point three three three four) decimal equivalent to 3.2324 (three point two three two four) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, out of the total land measuring 16 (sixteen) decimal contained in the said *Dag, Mouza* Paulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Paulia *Gram Panchayet (PGP)*, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below (**Said Property**) and such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **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.

#### 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 Mother Property:** Shyam Narayan Singh was the recorded owner of land classified as *itkhola* (brickfield) measuring 16 (sixteen) decimal [equivalent to 9.6969 (nine point six nine six nine) *cottah*], more or less, out of 16 (sixteen) decimal, being entirety of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, *Mouza* Paulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Mother Property**). The Said Property is a portion of the Mother Property and is also the subject matter of this conveyance.
- 5.1.2 **Demise of Shyam Narayan Singh:** Shyam Narayan Singh, a Hindu bachelor, died *intestate* leaving behind him surviving, his sister, Singara Devi, as his only legal

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ADDITIONAL REGISTRAR  
GOVERNMENT OF KERALA  
- 5 APR 2013



heiress, who jointly and in equal shares inherited the right, title and interest of Late Shyam Narayan Singh in the Mother Property, free from all encumbrances.

5.1.3 **Demise of Singaro Devi:** On or about 18<sup>th</sup> September, 2004, Singaro Devi, a Hindu, died *intestate* leaving behind her surviving, her 3 (three) daughters, namely, (1) Chandra Lekha Singh (2) Chandra Kanti Singh and (3) Chandra Kala Singh (Vendor hereinabove), as her only legal heiresses who jointly and in equal shares inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.

5.1.4 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property out of the Mother 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 whatsoever 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, *debtuar*, 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.



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**ADDITIONAL REGISTRAR**  
**CENTRAL OFFICE, KOLKATA**  
**- 5 APR 2013**



- 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.
- 5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchasers the Vendor has released and relinquished all her right, title and interest over R.S. *Dag* No. 773 and the Vendor shall not make any further claims to the Purchasers in respect of R.S. *Dag* No. 773.

## 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, 4<sup>th</sup> 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 *danga* (highland) measuring 5.3334 (five point three three three four) decimal equivalent to 3.2324 (three point two three two four) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, out of the total land measuring 16 (sixteen) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims,



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MATA  
- 5 APR 2019

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.2,52,519/- (Rupees two lac fifty two thousand five hundred and ninety) 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:

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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *barguhans* 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:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell, non-existence of any encumbrances on the Said Property and strict, punctual and proper performance of all obligations of the Vendor under this Conveyance and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor, which if found defective or untrue or not complied with 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 Purchasers and/or the Purchasers' successors-in-interest and/or 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/or 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:** *Ahas*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchasers.

*4*  
**ADDITIONAL REGISTRAR**  
**OF ASSAM**      **DISPURA**  
**- 5 APR 2013**





- 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, indemnify 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 agricultural to non-agricultural/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 agricultural 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 agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchasers.

2  
ADDITIONAL REGISTRAR  
OF ASSurances KOLKATA  
- 5 APR 2013



- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, 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.

**Schedule  
(Said Property)**

Land classified as *danga* (highland) measuring 5.3334 (five point three three three four) decimal equivalent to 3.2324 (three point two three two four) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, out of the total land measuring 16 (sixteen) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S. *Dag* No. 772
- On the East** : By R.S. *Dag* No. 849
- On the South** : By R.S. *Dag* Nos. 777 and 849
- On the West** : By R.S. *Dag* No. 774 and 771/1253

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the First Property and appurtenances and inheritances for access and user thereof.

<i>Mouza</i>	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	773	1717	782	16	5.3334	Shyam Narayan Singh
				<b>Total</b>	<b>5.3334</b>	





ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
- 5 APR 2013

**9. Execution and Delivery**

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

Chandra Kala Singh.  
[Chandra Kala Singh]  
[Vendor]

**Transways Infracon Private Limited**

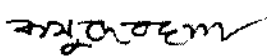
**Anjanidham Marketing Private Limited**

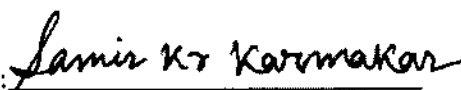
Ravi Kant Kedia.

Ravi Kant Kedia.

[Authorized Signatory]  
[Purchasers]

**Witnesses:**

Signature: 

Signature: 

Name: Basudeb Das

Name: Samir Kr. Karmakar

Father's Name: Late Biswanath Das

Father's Name: Jiban Karmakar

Address: Patulia Bazar, Brahmin Para, Post Office Patulia, Police Station Khardah, Kolkata-700119, District North 24 Parganas

Address: Dangapara, Rahara  
P.S Khardaha - Kal- 118



**ADDITIONAL REGISTRAR  
OF ASSURANCE IN KOLKATA  
- 5 APR 2013**




### Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of **Rs.2,52,519/- (Rupees two lac fifty two thousand five hundred and nineteen)** towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

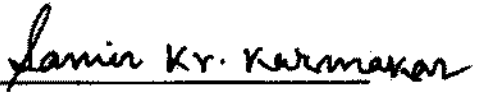
Mode	Date	Bank	Amount (Rs.)
By Demand Draft vide No. 100526 (part)	04.04.2013	AXIS Bank Ltd.	2,52,519/-
<b>Total</b>			<b>2,52,519/-</b>

Chandra Kala Singh.  
[Chandra Kala Singh]  
[Vendor]

**Witnesses:**

Signature 

Name: Basudeb Das

Signature 

Name: Jamin Kr Karmakar







ADDITIONAL REGISTRAR  
OF ASSURANCE COMPANIES IN KATA  
- 5 APR 2013



## SPECIMEN FORM TEN FINGER PRINTS

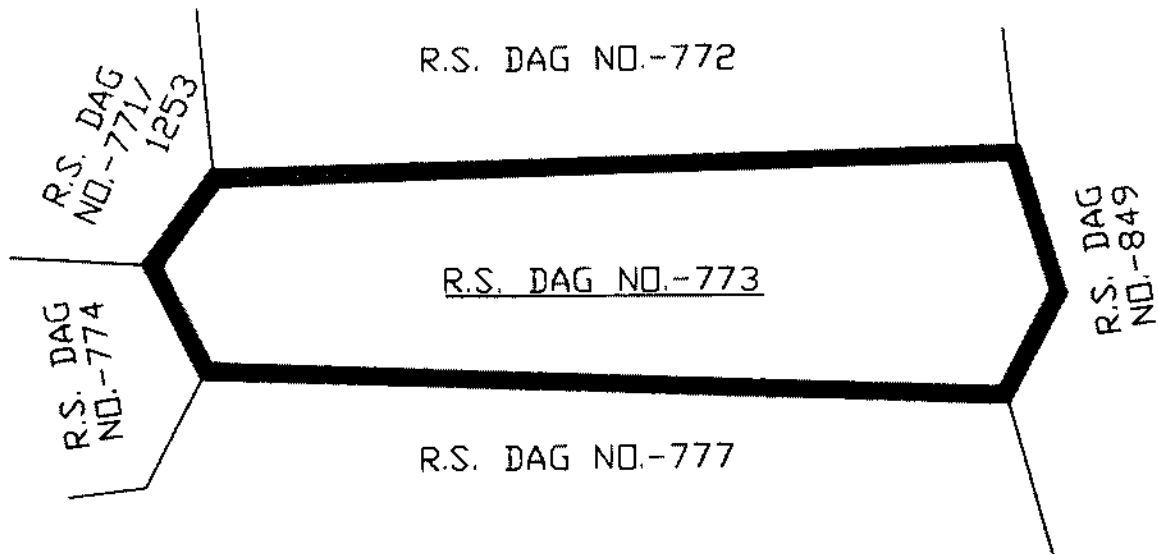
Sl. No.	Signature of the executants and/or purchaser Presentants							
	  Ravi Kant Kedia							
		Little	Ring	Middle (Left Hand)	Fore	Thumb		
		Thumb	Fore	Middle (Right Hand)	Ring	Little		
	  Chandia Kasa Singh							
		Little	Ring	Middle (Left Hand)	Fore	Thumb		
		Thumb	Fore	Middle (Right Hand)	Ring	Little		
		Little	Ring	Middle (Left Hand)	Fore	Thumb		
		Thumb	Fore	Middle (Right Hand)	Ring	Little		

ADDITIONAL MEMBER  
OF ASSOCIATION OF KATA  
- 5 APR 2013



SITE PLAN OF R.S. DAG NO. 773 CORRESPONDING L.R. DAG NO. 1717,  
L.R. KHATIAN NO. 782 , MOUZA-PATULIA, J.L. NO.4, P.S. KHARDAHA,  
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.773 is 16 Decimal



*Chandra Kala Singh.*  
Chandrakala Sinsh

Transways Infracon Private Limited  
Anjanidham Marketing Private Limited

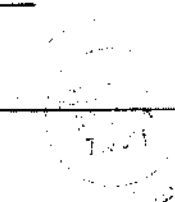
*Ravi Kant Kedia.*  
Authorised Signatory

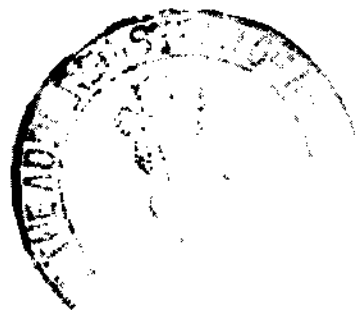
SIGNATURE OF THE VENDOR/S. :

SIGNATURE OF THE PURCHASER :

LEGEND : 5.3334 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 16  
DECIMAL IN R.S. DAG NO. 773 L.R. DAG NO.1717.

SHOWN THUS :





*L*  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
- 5 APR 2013



Dated this 5~~th~~ day of April, 2013

**Between**

**Chandra Kala Singh  
... Vendor**

**And**

**Transways Infracon Private Limited & Anr.  
... Purchasers**

**CONVEYANCE**

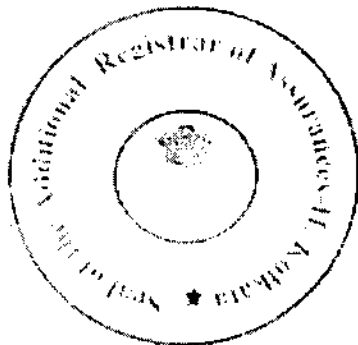
Portion of  
R.S. Dag No. 773  
L.R. Dag No. 1717  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas


**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 20  
Page from 3635 to 3649  
being No 06134 for the year 2013.



  
(Dulal chandra Saha) 08-May-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal

1501





04782/013 'ANNEXURE' A92  
KDH/120

Saha & Ray 6087/2013



INDIA NON JUDICIAL

65AA 461851

10788/D  
9-3  
5/4/D  
Registrar of Assurances



Company is admitted to  
Register and the  
enclosed documents  
are the part of the

Additional Principal  
of Assurances-II

Handwritten signature/initials.

**CONVEYANCE**

Date: 5<sup>th</sup> April 2013

Place: Kolkata

**Parties:**

**Chandra Kanti Singh**, wife of Late Gopal Pratap Singh, resident of PBM Brickfield, Shanti Pally, Post Office Patulia, Police Station Khardah, District North 24 Parganas, presently residing at H. No. 64, Village/Mohalla Khuthana, Tehsil Khajani, Police Station Khajani, PIN 273212, District Gorakhpur, Uttar Pradesh  
(Vendor, includes successors-in-interest)

1591

238  
x

Handwritten signature/initials.

1592



14839/...

Ravi Kant Kedia



C-2775

14 MAR 2013  
SURAN...  
Licen...  
2&3...

SAHA... RAY  
34/2...  
27/7...

*[Signature]*

Tranway Infra Com Pvt Ltd  
Ravi Kant Kedia  
Authorised Signatory

14 MAR 2013

14 MAR 2013



C-2777

चन्द्र कान्ती सिंह

Sudip Dutta Chowdhury  
1/c Dillip Dutta Chowdhury  
Madhufam Green, Bampin wall (S)

KOL-12A

Business

ADDITIONAL REGISTRAR  
OF ASSURANCES-II, KOLKATA  
- 5 APR 2013





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

Endorsement For Deed Number : I - 06087 of 2013  
(Serial No. 04782 of 2013 and Query No. L000010788 of 2013)

On 05/04/2013

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

Presented for registration at 21.33 hrs on :05/04/2013, at the Private residence by Ravi Kant Kedia  
(Claimant.

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

Execution is admitted on 05/04/2013 by

1. Chandra Kant Singh, wife of Late Gopal Pratap Singh , At. Pl. H. No. 64, Village:Khuthana, Tehsil  
Khajani, Thana:-KHAJNI, District:-Gorakhpur, UTTAR PRADESH, India, Pin :-273212, By Caste Hindu.  
By Profession : Others

Ravi Kant Kedia

Authorised Signatory, Transways Infracon Pvt Ltd, Flat No:4 B, Surya Homes, 376 A, S N Roy Road,  
Kol, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038,  
By Profession : Others

Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Madhyamgram, Bankim Pally( S  
) Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By  
Profession: Business

On 08/04/2013

**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. 3,11,875/-

Certified that the required stamp duty of this document is Rs.- 15614 /- and the Stamp duty paid as  
Impresive Rs.- 10/-

On 02/05/2013

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

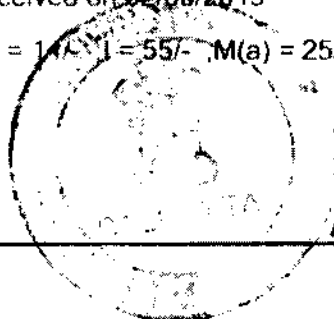
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 23, 5 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 3519/- is paid , by the draft number 756317, Draft Date 18/04/2013, Bank Name State Bank of  
India, DALHOUSIE SQUARE, received on 02/06/2013

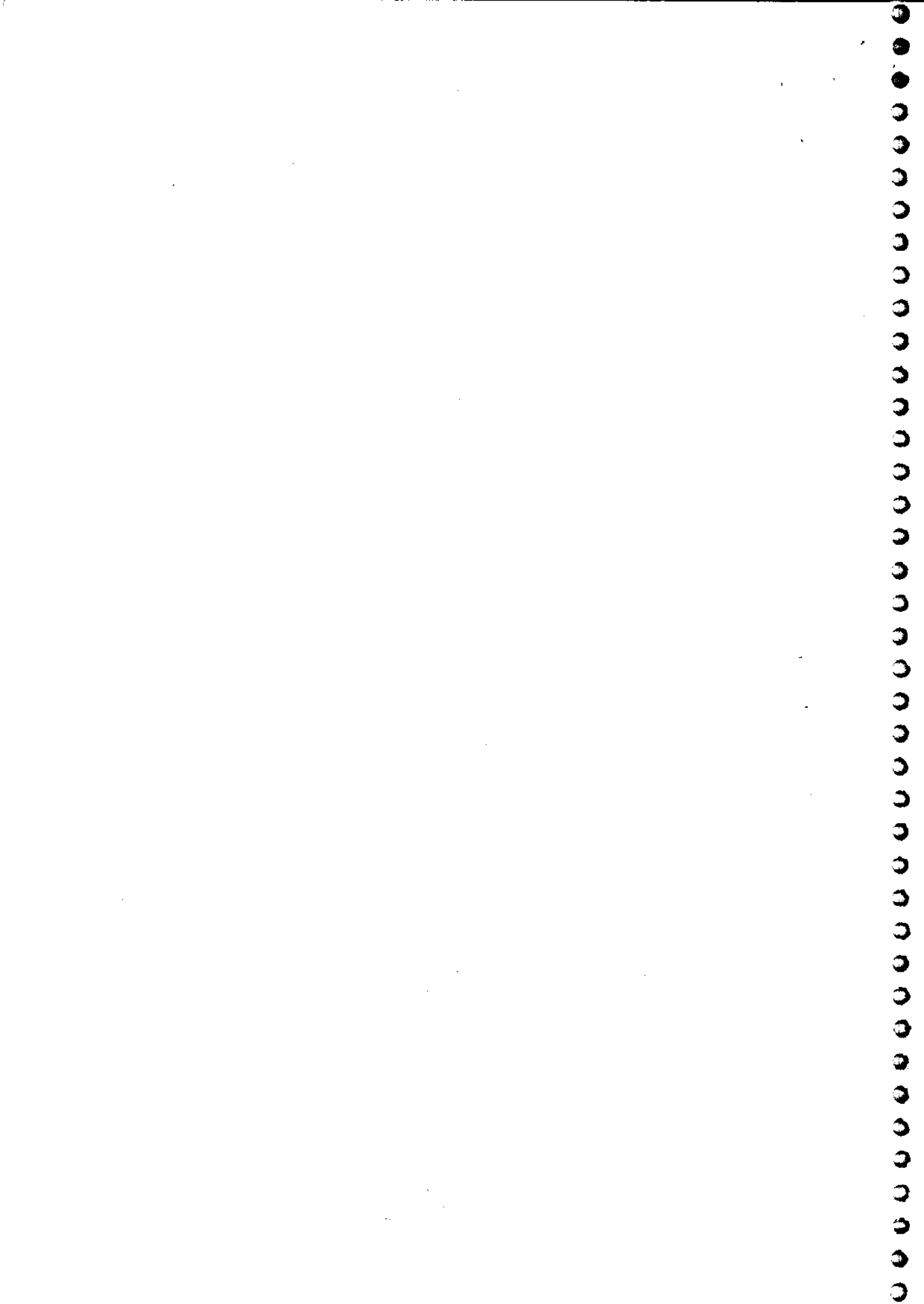
( Under Article : A(1) = 3421/- .E = 14/- .I = 55/- .M(a) = 25/- .M(b) = 4/- on 02/05/2013 )



( Datta chandraSaha )  
ADDL. REGISTRAR OF ASSURANCES-II  
EndorsementPage 1 of 2

02/05/2013 16:27:00

1593





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

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**Endorsement For Deed Number : I - 06087 of 2013**  
**(Serial No. 04782 of 2013 and Query No. L000010788 of 2013)**

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**Deficit stamp duty**

Deficit stamp duty Rs. 15614/- is paid , by the draft number 756316. Draft Date 18/04/2013. Bank :  
State Bank of India, DALHOUSIE SQUARE. received on 02/05/2013

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



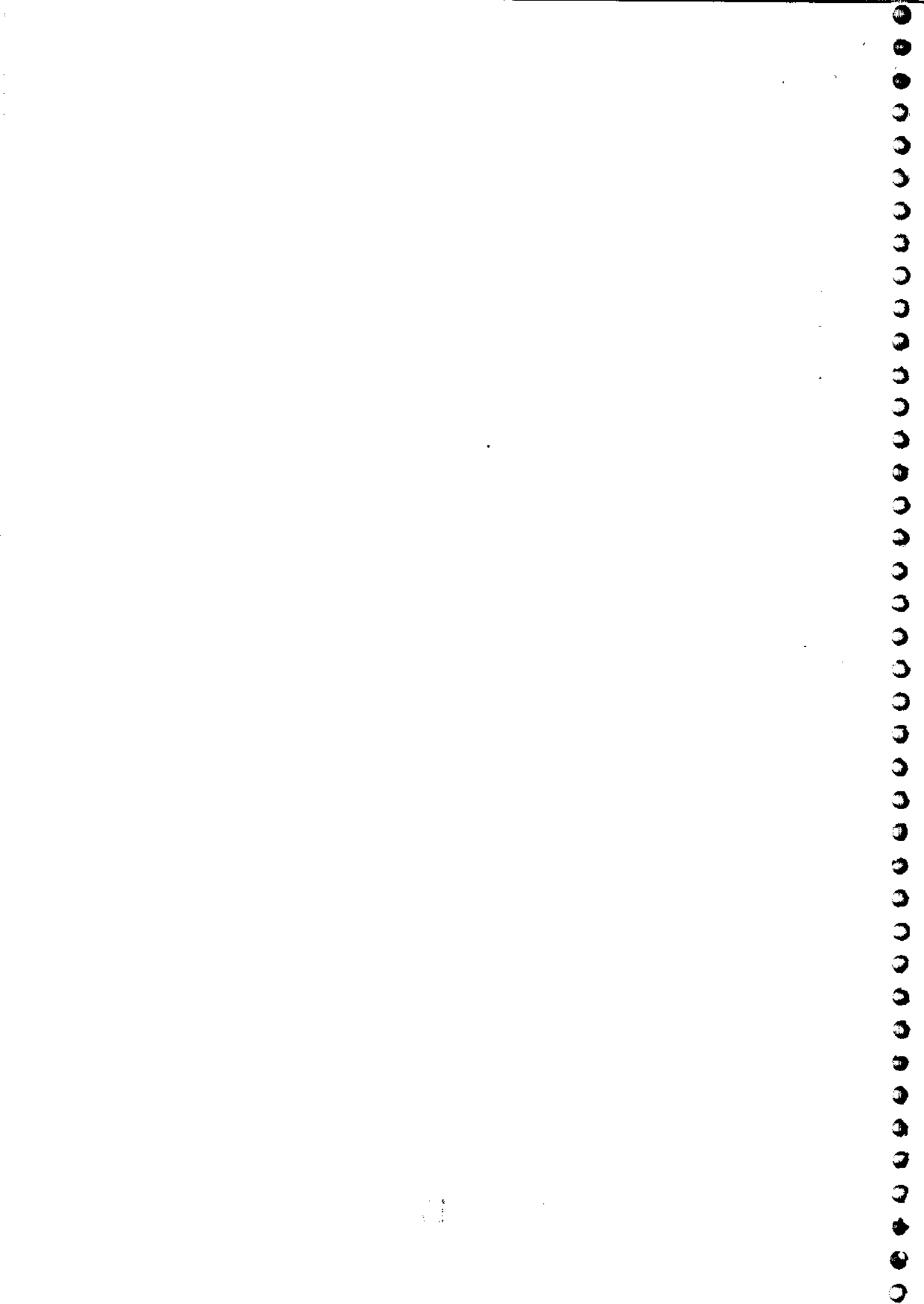
( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

02/05/2013 16:27:00

Endorsement Page 2 of 2

1503





**And**

- 3.2 **Transways Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, of Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038

(**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 *danga* (highland) measuring 5.3333 (five point three three three) decimal equivalent to 3.2323 (three point two three two three) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, out of the total land measuring 16 (sixteen) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below (**Said Property**) and such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **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.

**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 Purchaser regarding title:
- 5.1.1 **Ownership of Mother Property:** Shyam Narayan Singh was the recorded owner of land classified as *ikhola* (brickfield) measuring 16 (sixteen) decimal [equivalent to 9.6969 (nine point six nine six nine) *cottah*], more or less, out of 16 (sixteen) decimal, being entirety of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Mother Property**). The Said Property is a portion of the Mother Property and is also the subject matter of this conveyance.
- 5.1.2 **Demise of Shyam Narayan Singh:** Shyam Narayan Singh, a Hindu bachelor, died *intestate* leaving behind him surviving, his sister, Singaro Devi, as his only legal heiress, who jointly and in equal shares inherited the right, title and interest of Late Shyam Narayan Singh in the Mother Property, free from all encumbrances.
- 5.1.3 **Demise of Singaro Devi:** On or about 18<sup>th</sup> September, 2004, Singaro Devi, a Hindu, died *intestate* leaving behind her surviving, her 3 (three) daughters, namely, (1) Chandra Lekha Singh (2) Chandra Kanti Singh (Vendor hereinabove) and (3)

ADDL REGISTRAR  
OF ASSURANCE CO-KOLKATA  
- 5 APR 2019





Chandra Kala Singh, as her only legal heiresses who jointly and in equal shares inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.

- 5.1.4 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property out of the Mother 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 *Panchayat* 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 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 Pre-emption:** No person or persons whatsoever 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, *debtbar*, 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.

R



*[Handwritten Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCES - KOLKATA  
- 5 APR 2019



- 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.
- 5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchaser the Vendor has released and relinquished all her right, title and interest over R.S. *Dag* No. 773 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 773.

## 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 Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khous*, vacant, peaceful and physical possession and the Purchaser 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, 4<sup>th</sup> 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 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 *danga* (highland) measuring 5.3333 (five point three three three three) decimal equivalent to 3.2323 (three point two three two three) *cattah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *bhatim* No. 782, out of the total land measuring 16 (sixteen) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated 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.

ADDITIONAL REGISTRAR  
REGISTRATION, KOLKATA  
- 5 APR 2019



7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.91,519/- (Rupees ninety one thousand five hundred and nineteen) paid by the Purchaser 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:

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, *debuttmr*, 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:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell, non-existence of any encumbrances on the Said Property and strict, punctual and proper performance of all obligations of the Vendor under this Conveyance and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue or not complied with 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/or 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/or 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:** *hhu*, vacant, peaceful and physical possession of the Said Property have 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.

ADDITIONAL REGISTRAR  
REGISTRATION DEPARTMENT, KOLKATA  
- 5 APR 2019



- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's 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 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 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, 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 any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) 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 and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser 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 agricultural and (b) 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 undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and

2  
ADDITIONAL REGISTRAR  
MUMBAI  
- 5 APR 2013





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 *danga* (highland) measuring 5.3333 (five point three three three three) decimal equivalent to 3.2323 (three point two three two three) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 773, corresponding L.R. *Dag* No. 1717, recorded in L.R. *Khatian* No. 782, out of the total land measuring 16 (sixteen) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S. *Dag* No. 772
- On the East** : By R.S. *Dag* No. 849
- On the South** : By R.S. *Dag* No. 777
- On the West** : By R.S. *Dag* No. 774 and 771/1253

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the First Property and appurtenances and inheritances for access and user thereof.

<b>Mouza</b>	<b>R.S. <i>Dag</i> No.</b>	<b>L.R. <i>Dag</i> No.</b>	<b>L.R. <i>Khatian</i> Nos.</b>	<b>Total Area of <i>Dag</i> (in decimal)</b>	<b>Total Area sold (in decimal)</b>	<b>Name of the Recorded Owner</b>
Patulia	773	1717	782	16	5.3333	Shyam Narayan Singh
				<b>Total</b>	<b>5.3333</b>	

1600

*Pr*



ADDITIONAL REGISTRAR  
STATE REGISTRAR MIZKATA  
- 5 APR 2019



9. Execution and Delivery

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

चन्द्र कान्ती सिंह

[Chandra Kanti Singh]  
[Vendor]

Transways Infracon Private Limited

Ravi Kant Kedia .

[Authorized Signatory]  
[Purchaser]

Witnesses:

Signature: \_\_\_\_\_

Name: Sudip Dutta Chowdhury

Father's Name: Dilip Dutta Chowdhury

Address: Madhyamgram, South Bankim  
Pally, Kolkata-700129

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Father's Name: Abdul Karim Mondal

Address: Doperia P.S Khordah

29 Paraganis (N)

1601



ADDITIONAL REGISTRAR  
REGISTRY OF COMPANIES KOLKATA  
- 5 APR 2013



**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs.91,519/-** (**Rupees ninety one thousand five hundred and nineteen**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Demand Draft vide No. 100528 (Part)	04.04.2013	AXIS Bank Limited	91,519/-
		<b>Total</b>	<b>91,519/-</b>

*चन्द्र कान्त सिंह*

[Chandra Kanti Singh]  
[Vendor]

**Witnesses:**

Signature \_\_\_\_\_

Name: Sudip Dutta Chowdhury

Signature \_\_\_\_\_

Name: \_\_\_\_\_



1602



REGISTRAR  
OF WEST BENGAL, KOLKATA  
- 5 APR 2013



## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 Ravi Kant Kedia	Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 चन्द्र कान्नी सिंह	Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little

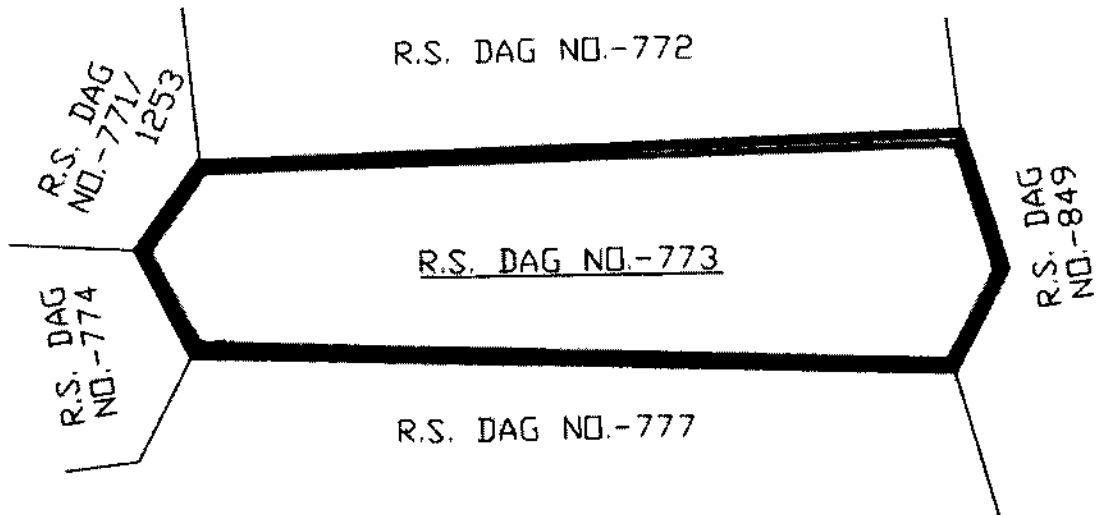
*S*  
ADDITIONAL REGISTRAR  
OF ASSURANCES IN KOLKATA  
- 5 APR 2019





SITE PLAN OF R.S. DAG NO. 773 CORRESPONDING L.R. DAG NO. 1717,  
L.R. KHATIAN NO. 782, MOUZA-PATULIA, J.L. NO.4, P.S. KHARDAHA,  
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.773 is 16 Decimal



*चन्द्रकान्ती सिंह*  
Chandrakanti Sinshi

SIGNATURE OF THE VENDOR/S :

Transoays Infracon Private Limited

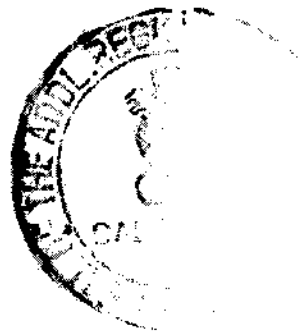
*Ravi Kant Kedia*  
Authorised Signatory

SIGNATURE OF THE PURCHASER :

LEGEND : 5.3333 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 16  
DECIMAL IN R.S. DAG NO. 773 L.R. DAG NO.1717.

SHOWN THUS :

4  
THE ADDL. SECY.  
OF ASSURANCES II, KOLKATA  
- 5 APR 2019





Dated this 5<sup>th</sup> day of April, 2013

Between

Chandra Kanti Singh  
... Vendor

And

Transways Infracon Private Limited  
... Purchaser

**CONVEYANCE**

Portion of  
R.S. Dag No. 773  
I.R. Dag No. 1717  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas

**Saha & Ray**

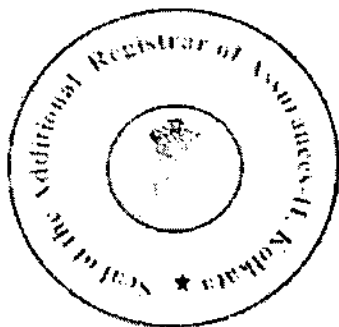
Advocates  
3A/1, 3<sup>rd</sup> floor  
Hastings Chambers  
7C, Kiran Sankar Roy Road  
Kolkata-700001



of

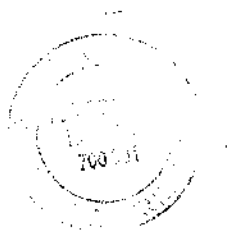
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 2707 to 2721  
being No 06087 for the year 2013.



(Dulal chandra Saha) 07-May-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal

1606



00152/2014

KDH/221

272/14

# भारतीय गैर न्यायिक

दस  
रुपये  
रु.10



TEN  
RUPEES  
Rs.10

## INDIA NON JUDICIAL

69AA 776267

M.V. 106600



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

9.1.14

### CONVEYANCE

1. Date: 4th January, 2014
2. Place: Kolkata
3. Parties

Rel

Jamir Kr. Karmakar

1607



8/18/14

6-02  
Regl. Registrar of Assurances II  
Kolkata  
A. 1. 17

30/14

24  
24  
500

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714669

RKAgarwal



e - 106

TRANSWAY INFRACON PRIVATE LIMITED

RKAgarwal



e - 109

Jamir Kr Karmakar as  
constituted attorney of Sonali Chandra



Sudip Dutta Chowdhury  
S/o - Dilip Dutta Chowdhury  
Madhyam Gharam, Burkheim Pally (S)  
KOL-129  
Bismess

- 4 JAN 2014

SA





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

**Endorsement For Deed Number : 1 - 00272 of 2014  
(Serial No. 00152 of 2014 and Query No. 1902L000000182 of 2014)**

**On 04/01/2014**

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

Presented for registration at 18.02 hrs on :04/01/2014, at the Private residence by Rajesh Agarwal Claimant.

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

Execution is admitted on 04/01/2014 by

1. Rajesh Agarwal  
Authorised Signatory, Transways Infracon Pvt Ltd, Flat No 4 B, Surya Homes, 376 A, S N Roy Road, Kol, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
  
Authorised Signatory, Teenlok Commercial Pvt Ltd, Flat No 4 B, Surya Homes, 376 A, S N Roy Road, Kol, Thana:-New Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
By Profession : Others  
  
Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Madhyam Gram, Bankim Pally ( S), Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By Profession: Business.

**Executed by Attorney**

Execution by

1. Samir Kumar Karmakar, son of Jiban Karmakar , Danga Para, Chowdhury More, Kol, Thana:-Khardaha, P.O. :-Rahara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118  
By Caste Hindu By Profession: Others,as the constituted attorney of Sonali Chand is admitted by him.  
  
Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Madhyam Gram, Bankim Pally ( S), Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By Profession: Business.

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

**On 06/01/2014**

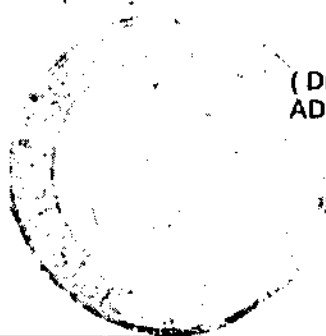
**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-10,60,605/-

Certified that the required stamp duty of this document is Rs.- 53050 /- and the Stamp duty paid as Impresive Rs.- 10/-

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

**On 09/01/2014**

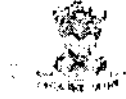


**ADDITIONAL REGISTRAR  
OF ASSURANCES-II  
- 9 JAN 2014  
( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II**

09/01/2014 12:36:00

1608





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

Endorsement For Deed Number : I - 00272 of 2014  
(Serial No. 00152 of 2014 and Query No. 1902L000000182 of 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

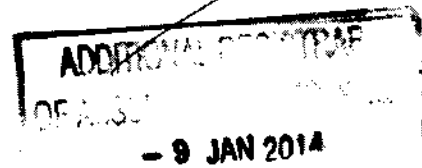
Rs. 11758/- is paid , by the draft number 293276, Draft Date 08/01/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 09/01/2014

( Under Article : A(1) = 11660/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 09/01/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 53050/- is paid , by the draft number 293275, Draft Date 08/01/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 09/01/2014

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

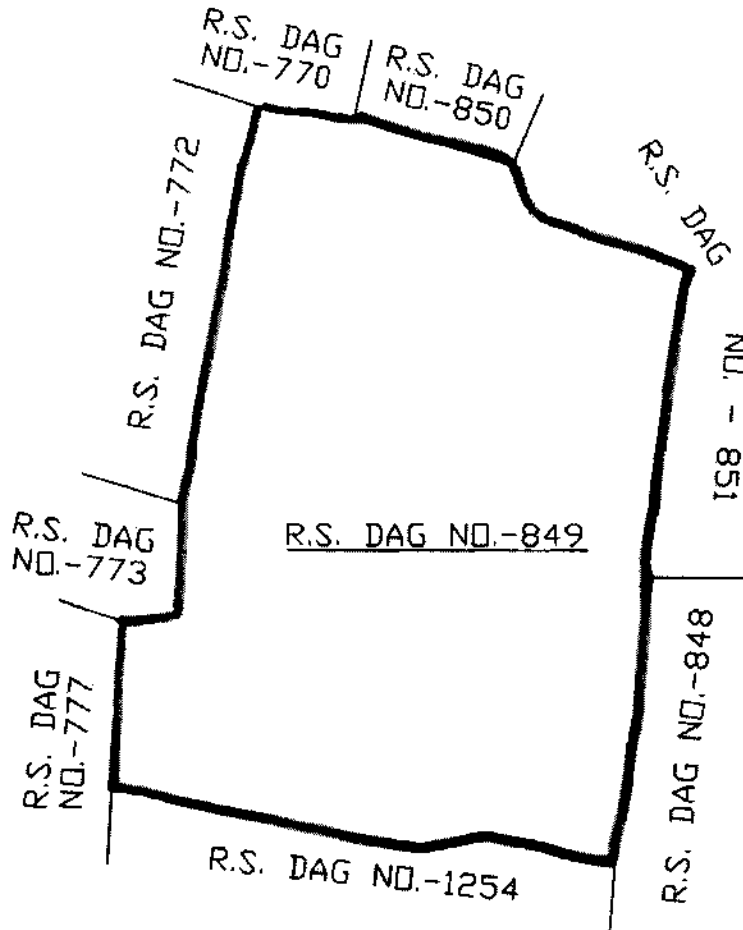


( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



SITE PLAN OF R.S. DAG NO. 849 CORRESPONDING L.R. DAG NO. 1718,  
L.R. KHATIAN NO. 128 & 887, MOUZA PATULIA, J.L. NO. 4, P.S.  
KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24  
PARGANAS

Total Area in Dag No.849 is 85 Decimal



TRANSWAY INFRACON PRIVATE LIMITED  
 Tagore Commercial

*Lamin Kr Karmakar* as Constituted  
 attorney of *Sohali Chandra*  
 NAME & SIGNATURE OF THE VENUEPORS:

*RKha*  
 DIRECTOR/ATTORNEY  
 NAME & SIGNATURE OF THE PURCHASERS:




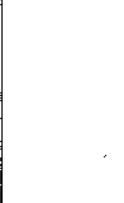




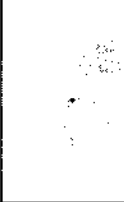
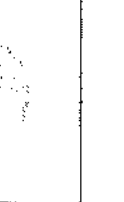

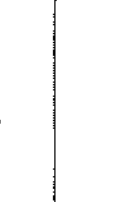

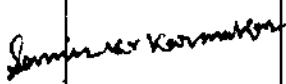

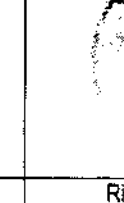




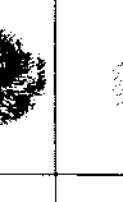

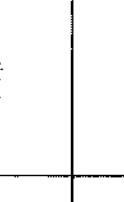






LEGEND : 7.0000 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 85  
DECIMAL IN R.S. DAG NO. 849 L.R. DAG NO. 1718.

SHOWN THUS:



AD  
OF  
- 4 JAN 2014

# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	  					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	  					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



ASST  
OF /...  
- 4 JAN 2014



- 3.1 **Sonali Chandra**, wife of Nabakumar Chandra, daughter of Rohini Kumar Pant, residing at Rampad Halder Road, Post Office Barrackpore, Police Station Barrackpore, Kolkata-700120, District North 24 Parganas, represented by her constituted attorney, **Samir Kumar Karmakar**, son of Jiban Karmakar, residing at Dangapara Chowdhury More, ~~Post~~ Office Rahara, Police Station Khardah, Kolkata-700118, District North 24 Parganas (**Vendor**, includes successors-in-interest)

And

- 3.2 **Transways Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station New Alipore, Kolkata-700038 [**PAN AAECT5776D**], represented by its authorized signatory, **Rajesh Agarwal**, son of Omprakash Agarwal, of Siddha Park, 99A, Park Street, Police Station Park Street, Kolkata-700016
- 3.3 **Teenlok Commercial Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station New Alipore, Kolkata-700038 [**PAN AAECT5484A**], represented by its authorized signatory, **Rajesh Agarwal**, son of Omprakash Agarwal, of Siddha Park, 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 *danga* (highland) measuring 7 (seven) decimal, more or less, out of 85 (eighty five) decimal, being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* Nos. 128 and 887, *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, more fully described in the **Schedule** below and the said R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **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.

**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 Sheikh Ujir Ali:** Sheikh Ujir Ali was the recorded and absolute owner of land classified as *danga* (highland) measuring 7.038 (seven point zero three eight), more or less, out of 85 (eighty five) decimal, being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 128, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District

 Samir K. Karmakar



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Barackpore; District North 24 Parganas (**Ujir's Property**), free from all encumbrances.

- 5.1.2 **Ownership of Soyedali Mondal:** Soyedali Mondal was the recorded and absolute owner of land classified as *danga* (highland) measuring 7.038 (seven point zero three eight), more or less, out of 85 (eighty five) decimal, being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 887, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Soyedali's Property**), free from all encumbrances.
- 5.1.3 **Ownership of Mother Property:** In the abovementioned circumstances, Sheikh Ujir Ali and Soyedali Mondal (collectively **Ujir & Anr.**) became the joint and absolute owners of Ujir's Property and Soyedali's Property (collectively **Mother Property**), free from all encumbrances.
- 5.1.4 **Sale to Saraju Bala Paul:** By Deed of Conveyance dated 20<sup>th</sup> March, 1965, registered in the Office of Sub-Registrar, Barrackpore, in Book o. I, Volume No. 29, at Pages 97 to 100, being Deed No. 1590 for the year 1965, Ujir & Anr. jointly sold, conveyed and transferred their right title interest in the Said Property, out of the Mother Property, in favour of Saraju Bala Paul, free from all encumbrances.
- 5.1.5 **Demise of Saraju Bala Paul:** On 19<sup>th</sup> June, 1990, Saraju Bala Paul, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind her surviving her only daughter, Sonali Chandra (the Vendor herein above) as her only legal heiress, who solely inherited the right title and interest of Late Saraju Bala Paul, in the Said Property, free from all encumbrances.
- 5.1.6 **Absolute Ownership of Said Property:** In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said Property out of Mother Property, free from all encumbrances.
- 5.1.7 **Power of Attorney by Vendors:** By a General Power of Attorney (**POA**) dated 19<sup>th</sup> December, 2013 registered in the Office of the Additional District Sub-Registrar, Barackpore, in Book No. IV, CD Volume No. 5, at Pages 374 to 383, being Deed No. 01748 for the year 2013, the Vendor has appointed, constituted and nominated Samir Kumar Karmakar, as her true and lawful attorney and authorizes/empowers him to execute proper Deed of Conveyance in order to sell, convey and transfer the Said Property in favour of any intending Purchaser/Purchasers. The POA is still valid and subsisting and has not been revoked or rescinded by the Vendor.
- 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.

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- 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 whatsoever 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.

## 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, 4<sup>th</sup> 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

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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 *danga* (highland) measuring 7 (seven) decimal, more or less, out of 85 (eighty five) decimal, being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* Nos. 128 and 887, *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 R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon, **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.

7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.1,00,000/- (Rupees one lac) 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:

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

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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, indemnify 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 attorney of the Vendors 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 agricultural to non-agricultural/housing for construction of a housing complex and the

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Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendors 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 agricultural and (b) appoints the Purchasers as the constituted attorney 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 agricultural to non agricultural/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 them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or its 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 *danga* (highland) measuring 7 (seven) decimal, more or less, out of 85 (eighty five) decimal, being portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* Nos. 128 and 887, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayat*, Sub-Registration District Barakpore, District North 24 Parganas and the said R.S. *Dag* No. 849 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By R.S. *Dag* Nos. 770, 850 and 851

**On the East** : By R.S. *Dag* Nos. 848 and 851

**On the South** : By R.S. *Dag* No. 1254

**On the West** : By R.S. *Dag* Nos. 772, 773 and 777

**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.

The Said Property is tabulated in the Chart below:

<i>Mouza</i>	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Owner
Patulia	849	1718	128 and 887	85	7	Saraju Bala Paul

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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.

Samir Kumar Karmakar  
[Samir Kumar Karmakar as constituted  
attorney of Sonali Chandra]  
[Vendor]

PK Agal  
[Transways Infracon Private Limited]  
[Teenlok Commercial Private Limited]  
[Authorized Signatory]  
[Purchasers]

Drafted By  
Saptarshi  
Advocate

Witnesses:

Signature <u>[Signature]</u>	Signature <u>Debashis Ghosh.</u>
Name <u>Dilip Dutta Chowdhury</u>	Name <u>Debashis Ghosh.</u>
Father's Name <u>Dilip Dutta Chowdhury</u>	Father's Name <u>Sundl Mr. Ghosh.</u>
Address <u>Madhanagar, Gitan.</u>	Address <u>Sankinagar, Kharidha.</u>
<u>Bankein palli (5) Kol-129</u>	<u>KOL-118</u>



4 JAN 2014

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**Receipt and Memo of Consideration**

Received from the within named Purchasers the within mentioned sum of **Rs.1,00,000/- (Rupees one lac)** 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.)
By Pay Order vide No. 387773	03.01.2014	Axis Bank Ltd.	1,00,000/-
		<b>Total</b>	<b>1,00,000/-</b>

Samir K. Karmakar  
**[Samir Kumar Karmakar as constituted  
attorney of Sonali Chandra]  
[Vendor]**

**Witnesses:**

Signature [Signature]

Name Sudip Dutta Chowdhury

Signature Debashis Ghosh.

Name Debashis Ghosh.



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- 4 JAN 2014





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Dated this 4<sup>th</sup> day of January, 2014

**Between**

**Sonali Chandra  
...Vendor**

**And**

**Transways Infracon Private Limited & Anr.  
...Purchasers**

**CONVEYANCE**

Portions of  
R.S. Dag No. 849  
L.R. Dag No. 1718  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas

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




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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 2  
Page from 726 to 740  
being No 00272 for the year 2014.



  
(Dulal chandra Saha) 10-January-2014  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal

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04778/013

15/11/13

6075/2013

Saha & Ray



65AA 459685



CONVEYANCE

1. **Date:** 5<sup>th</sup> April 2013
2. **Place:** Kolkata
3. **Parties:**
  - 3.1 **Chandra Kanti Singh**, wife of Late Gopal Pratap Singh, resident of PBM Brickfield, Shanti Pally, Post Office Patulia, Police Station Khardah, District North 24 Parganas, presently residing at H. No. 64, Village/Mohalla Khuthana, Tehsil Khajani, Police Station Khajani, PIN 273212, District Gorakhpur, Uttar Pradesh

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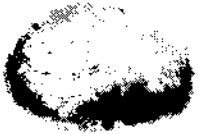
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NO. DATE

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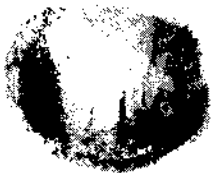
Ravi Kant Kedia,



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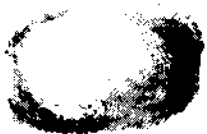
For the Magistrate for the  
Ravi Kant Kedia,  
Authentication

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Sudip Dutta Choudhury  
S/o DebiP Dutta Choudhury  
Maitram Park Bankim colony (S)

Flat-129

Biletpur

ADDITIONAL REGISTRAR  
GFA  
- 5 APR 2013



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

Endorsement For Deed Number : I - 06075 of 2013  
(Serial No. 04778 of 2013 and Query No. L000010799 of 2013)

On 05/04/2013

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

Presented for registration at 21.37 hrs on :05/04/2013, at the Private residence by Ravi Kant Kedia  
Claimant.

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

Execution is admitted on 05/04/2013 by

1. Chandra Kanti Singh, wife of Late Gopal Pratap Singh , At. Pt. H. No. 64, Village:Khuthana, Tehsil Khajani, Thana:-KHAJNI, District:-Gorakhpur, UTTAR PRADESH, India, Pin :-273212, By Caste Hindu, By Profession : Others
2. Awadhesh Pratap Singh, son of Late Gopal Pratap Singh , At. Pt. H. No. 64, Village:Khuthana, Tehsil Khajani, Thana:-KHAJNI, District:-Gorakhpur, UTTAR PRADESH, India, Pin :-273212, By Caste Hindu, By Profession : Others
3. Ravi Kant Kedia  
Authorised Signatory, Fastener Heights Pvt Ltd, Flat No:4 B, Surya Homes, 376 A, S N Roy Road, Kol. Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
By Profession : Others
4. Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Madhyamgram, Bankim Pally( S i, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By Profession: Business.

On 08/04/2013

**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 -5,11,260/-

Certified that the required stamp duty of this document is Rs.- 25583 /- and the Stamp duty paid as impressive Rs.- 10/-

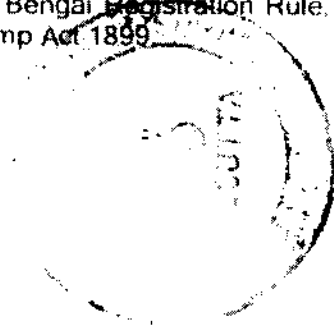
On 02/05/2013

**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

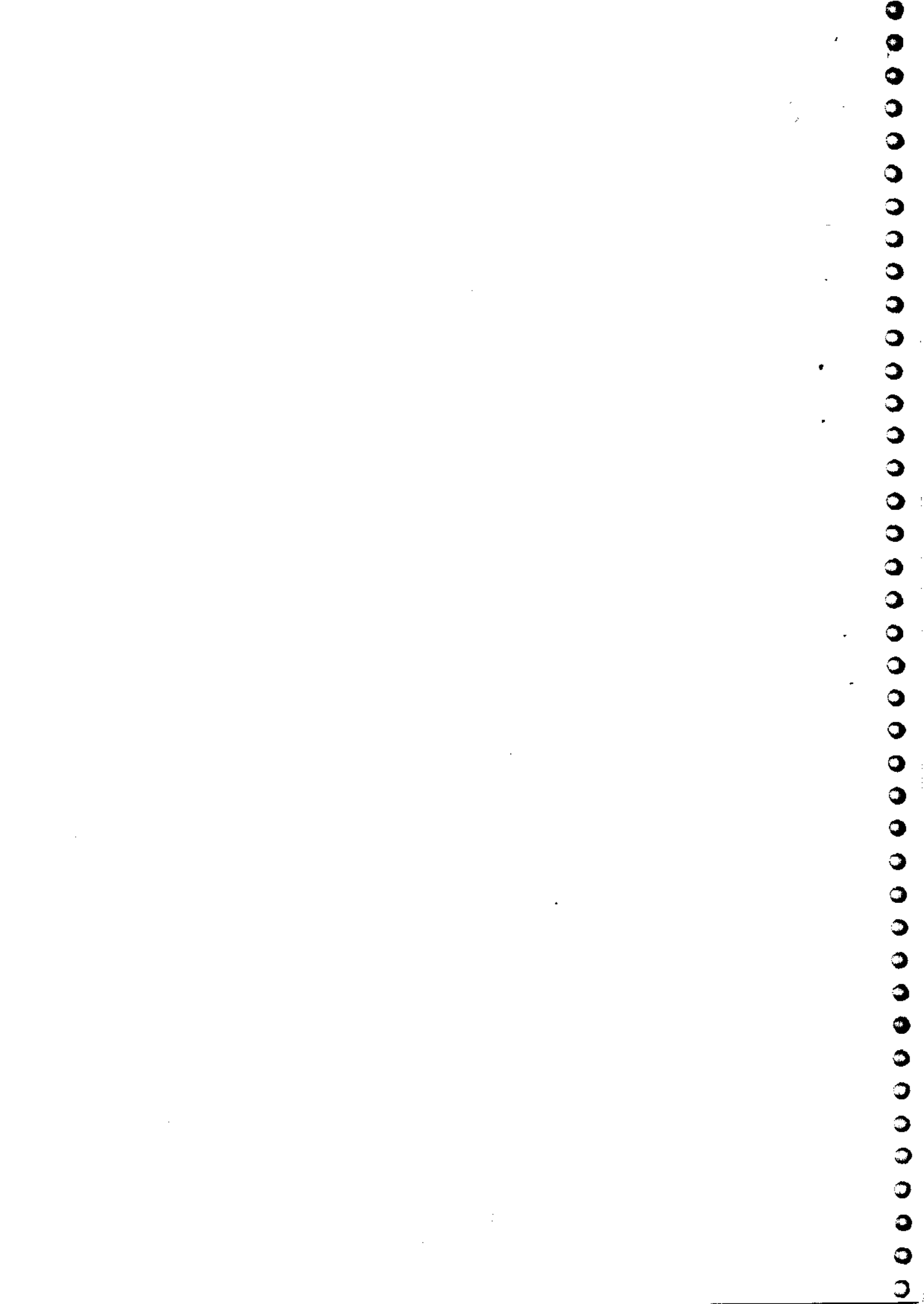


( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

02/05/2013 16:25:00

EndorsementPage 1 of 2

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

**Endorsement For Deed Number : I - 06075 of 2013**  
**(Serial No. 04778 of 2013 and Query No. L000010799 of 2013)**

Rs. 5719/- is paid , by the draft number 756416, Draft Date 18/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 02/05/2013

( Under Article A(1) = 5621/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 02/05/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 25583/- is paid , by the draft number 756415, Draft Date 18/04/2013, Bank . State Bank of India, DALHOUSIE SQUARE, received on 02/05/2013

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

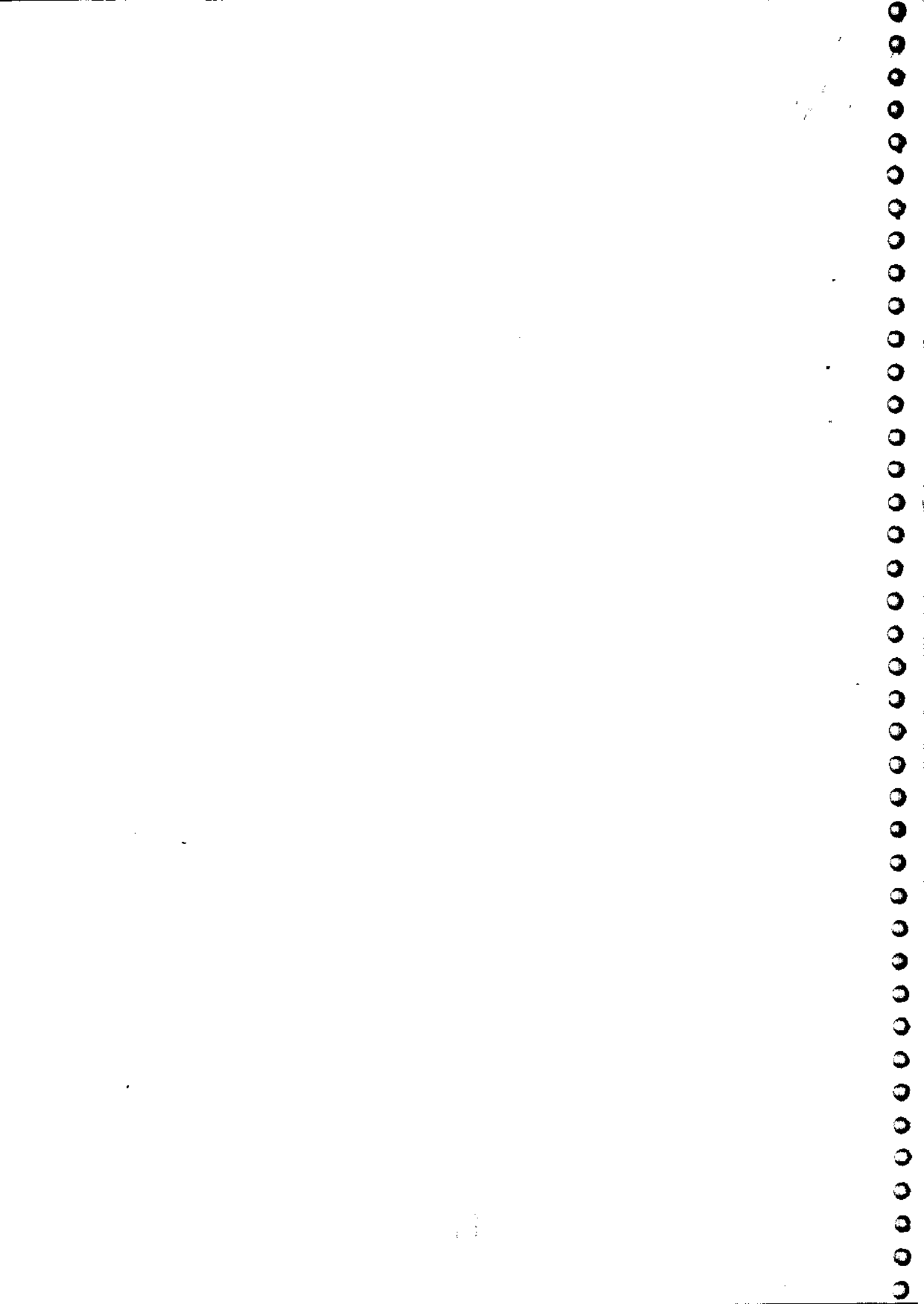


( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

02/05/2013 16:25:00

EndorsementPage 2 of 2

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- 3.2 **Awadhesh Pratap Singh**, son of Late Gopal Pratap Singh, resident of PBM Brickfield, Shanti Pally, Post Office Patulia, Police Station Khardah, District North 24 Parganas, presently residing at H. No. 64, Village/Mohalla Khuthana, Tehsil Khajani, Police Station Khajani, PIN 273212, District Gorakhpur, Uttar Pradesh

(collectively **Vendors**, includes successors-in-interest)

**And**

- 3.3 **Fastener Heights Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, of Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038 (**Purchaser**, includes successors-in-interest).

Vendors 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 *danga* (highland) measuring 8.393 (eight point three nine three) decimal equivalent to 5.0867 (five point zero eight six seven) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 242, out of the total land measuring 85 (eighty five) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below (**Said Property**) and such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **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.

**5. Background, Representations, Warranties and Covenants**

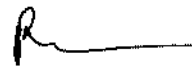
- 5.1 **Representations and Warranties Regarding Title:** The Vendors have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Ownership of Mother Property:** Gopal Pratap Singh was the recorded owner of land classified as *danga* (highland) measuring 63.3930 (sixty three point three nine three zero) decimal (equivalent to 38.42 (thirty eight point four two) *cottah*), more or less, out of 85 (eighty five) decimal, being the portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 242, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Mother Property**). The Said Property is a portion of the Mother Property and is also the subject matter of this conveyance.
- 5.1.2 **Demise of Gopal Pratap Singh:** Gopal Pratap Singh, a Hindu, died *intestate* leaving behind him surviving, his wife, Chandra Kanti Singh and his only son, Awadhesh Pratap Singh, as his only legal heiress and heir who jointly and in equal

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shares inherited the right, title and interest of Late Gopal Pratap Singh in the Mother Property, free from all encumbrances.

- 5.1.3 **Absolute Ownership of Vendors:** In the circumstances mentioned above, the Vendors have become the undisputed and absolute owner of the Said Property out of the Mother Property, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 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 the *Panchayat* Authority or Government or any 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 Pre-emption:** No person or persons whatsoever 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 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 now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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 selling, transferring and/or alienating the Said Property or any part thereof.



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5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchaser the Vendors have released and relinquished all their right, title and interest over R.S. *Dag* No. 849 and the Vendors shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 849.

## 6. Basic Understanding

6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendors will 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** *khos*, vacant, peaceful and physical possession and the Purchaser 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, 4<sup>th</sup> 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 Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendors 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 Vendors 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 Vendors 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 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 more fully described in the **Schedule** below, being, Land classified as *danga* (highland) measuring 8.393 (eight point three nine three) decimal equivalent to 5.0867 (five point zero eight six seven) *vallah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 242, out of the total land measuring 85 (eighty five) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **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 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.1,44,024/- (Rupees one lac forty four thousand and twenty four) paid by

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- 5 APR 2010





the Purchaser to the Vendors, receipt of which the Vendors hereby as well as 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.

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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell, non-existence of any encumbrances on the Said Property and strict, punctual and proper performance of all obligations of the Vendors under this Conveyance and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue or not complied with 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, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and/or 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/or 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, peaceful and physical possession of the Said Property have been handed over by the Vendors 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.



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- 8.5 **Holding Possession:** The Vendors hereby covenant that the Purchaser and the Purchaser's 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 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendors 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 Vendors, the Vendors 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 Vendors hereby expressly waive, surrender and give up each and everyone of the aforesaid rights.
- 8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors 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 any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation and Conversion:** The Vendors covenant, confirm and declare that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) 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 and (2) the Vendors are fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendors hereby expressly (a) consent 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 agricultural and (b) 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 conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing 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 them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its 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.

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OF ASSURANCE  
- 8 APR 2019



**Schedule**  
**(Said Property)**

Land classified as *danga* highland, measuring 8.393 (eight point three nine three) decimal equivalent to 5.0867 (five point zero eight six seven) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 849, corresponding L.R. *Dag* No. 1718, recorded in L.R. *Khatian* No. 242, out of the total land measuring 85 (eighty five) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S. *Dag* Nos. 850, 851 and 770
- On the East** : By R.S. *Dag* Nos. 851 and 848
- On the South** : By R.S. *Dag* No. 777/1254
- On the West** : By R.S. *Dag* Nos. 773 and 772

**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.

<i>Mouza</i>	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	849	1718	242	85	8.393	Gopal Pratap Singh
				<b>Total</b>	<b>8.393</b>	

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ADDITIONAL REGISTRAR  
OF ASSURANCE CORPORATIONS  
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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.

चन्द्र कान्ती सिंह

[Chandra Kanti Singh]

[Vendors]



[Awadhesh Pratap Singh]

Fastener Heights Private Limited

Ravi Kant Kedia.

[Authorized Signatory]

[Purchaser]

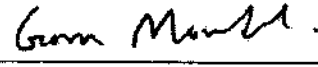
Witnesses:

Signature: 

Name: Sudip Dutta Chowdhury

Father's Name: Dilip Dutta Chowdhury

Address: Madhyamgram, South Bankim  
Pally, Kolkata-700129

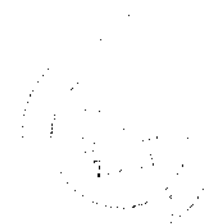
Signature: 

Name: Gora Mondal

Father's Name: Abdul Karim Mondal

Address: Doperia P.S Khurdah  
29 Gogans (N)





ADDITIONAL REGISTRAR  
OF ASSURANCE - GENERAL  
- 5 APR 2019





### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.1,44,024/-** (**Rupees one lac forty four thousand and twenty four**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Demand Draft vide No. 100528 (Part)	04.04.2013	ANIS Bank Limited	1,44,024/-
		<b>Total</b>	<b>1,44,024/-</b>

चन्द्रकान्ती सिंह



[Chandra Kanti Singh]

[Awadhesh Pratap Singh]

[Vendors]

Witnesses:

Signature



Name: Sudip Dutta Chowdhury

Signature

Gora Mondal

Name:



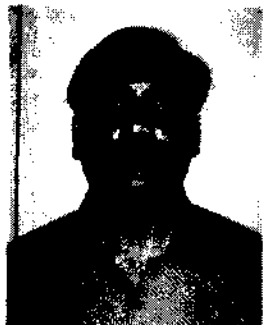
Gora Mondal





ADDITIONAL REQUIREMENT  
OF ASSOCIATION  
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## SPECIMEN FORM TEN FINGER PRINTS

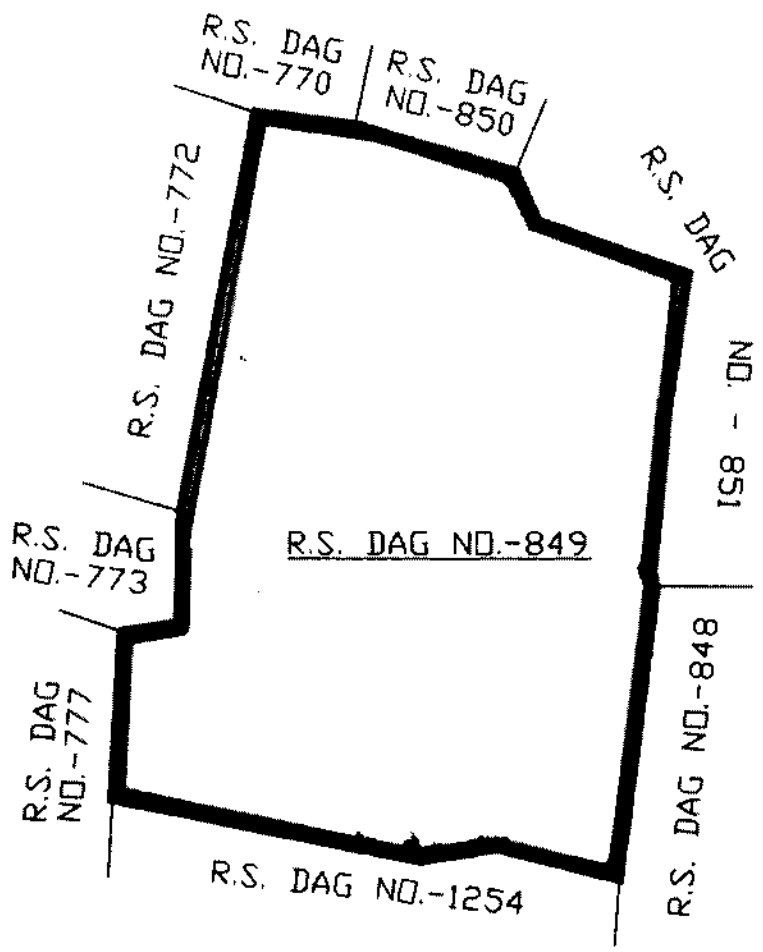
Sl. No.	Signature of the executants and/or purchaser Presentants					
						
	Ravi Kant Kedia.	Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
	चन्दन सिंह	Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
	P. Singh	Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little

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ADDITIONAL...  
OF ASSURANCE...  
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SITE PLAN OF R.S. DAG NO. 849 CORRESPONDING L.R. DAG NO. 1718,  
L.R. KHATIAN NO. 242, MOUZA PATULIA, J.L. NO. 4, P.S. KHARDAHA,  
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.849 is 85 Decimal



चंद्रकान्ती सिंह

Chandrakanti Sinsh

Fastener Heights Private Limited  
 Ravi Kant Kedia  
 Authorised Signatory

SIGNATURE OF THE VENDOR/S :

SIGNATURE OF THE PURCHASER :

LEGEND : 8.3930 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 85  
DECIMAL IN R.S. DAG NO. 849 L.R. DAG NO. 1718.

SHOWN THUS :

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OF ASSURANCE CO. KOLKATA  
- 5 APR 2013



Dated this 5<sup>th</sup> day of April, 2013

Between

Chandra Kanti Singh & Anr.  
... Vendors

And

Fastener Heights Private Limited  
... Purchaser

**CONVEYANCE**

Portion of  
R.S. Dag No. 849  
L.R. Dag No. 1718  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas

**Saha & Ray**

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