

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.
- 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. 851 and the Vendor shall not make any further claims to the Purchasers in respect of R.S. *Dag* No. 851.

6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchasers free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchasers will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 **Surrender/Transfer of Rights:** Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchasers to cause the sale of the Said Property to the Purchasers directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchasers by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchasers for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchasers, for mutually agreed consideration.

7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in **Part I** of the **Schedule** below, being, land classified as *ikhola* (brickfield) [though use as *ikhola* (brickfield) long discontinued] measuring 22 (twenty two) decimal equivalent to 13.3333 (thirteen point three three three three), being a share of the Vendor in a divided, demarcated,


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separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 354/2, such divided, demarcated, separated and independent portion measuring 22 (twenty two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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.

- 7.2 **Distribution of Said Property:** By executing this Deed of Conveyance, the Vendor do hereby sells, conveys and transfers the Said Property to the Purchasers in diverse shares, such distribution of shares in the Said Property (**Share of Purchasers In Said Property**) in favour of the Purchasers are tabulated in the Chart below and also described in **Part II** of the **Schedule** below.

Sl. No.	Name of Purchasers	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	Said Property (in decimal)	Share of Purchasers In Said Property (in decimal)
1.	Linkrose Distributors Private Limited	851	1724	22.00	6.00
2.	Average Properties Private Limited	851	1724	22.00	4.00
3.	Average Residency Private Limited	851	1724	22.00	12.00

- 7.3 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.5,00,000/- (Rupees five 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.

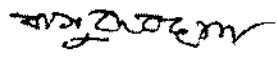
8. Terms of Transfer

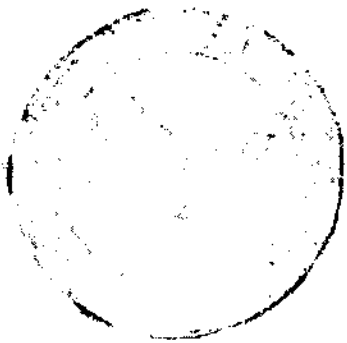
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

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, *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.

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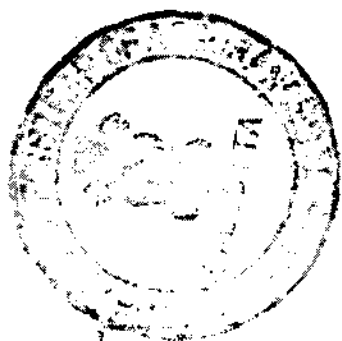
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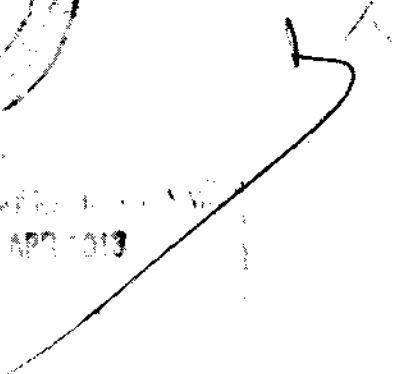
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected 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:** *Khas*, vacant, peaceful and physical possession of the Said Property have 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

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11 APR 2013



- 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.
- 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
Part I
(Said Property)

Land classified as *itkhola* (brickfield) [though use as *itkhola* (brickfield) long discontinued] measuring 22 (twenty two) decimal equivalent to 13.3333 (thirteen point three three three three) being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 354/2, such divided, demarcated, separated and independent portion measuring 22 (twenty two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

[Handwritten signature and date 19/11/77]



DEPARTMENT OF ASSURANCE
11 APR 2013

- On the North** : By balance portion of R.S. *Dag* No. 851
- On the East** : By R.S. *Dag* No. 847
- On the South** : By R.S. *Dag* No. 848
- On the West** : By R.S. *Dag* No. 849

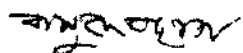
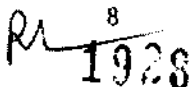
Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The description of the Said Property is tabulated in 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 Recorded Owner
Patulia	851	1724	354/2	66.00	22.00	Krishna Nandan Singh
				Total	22.00	

Part II
(Share of Purchasers In Said Property)

Sl. No.	Name of Purchasers	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	Said Property (in decimal)	Share of Purchasers In Said Property (in decimal)
1.	Linkrose Distributors Private Limited	851	1724	22.00	6.00
2.	Average Properties Private Limited	851	1724	22.00	4.00
3.	Average Residency Private Limited	851	1724	22.00	12.00

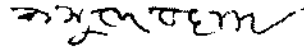





ADMINISTRATIVE
OF ASSURANCE
11 APR 2013

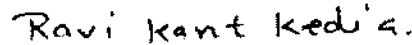
9. Execution and Delivery

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



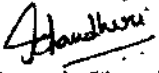
[Basudev Das, as constituted
attorney of Ganga Sagar Singh]
[Vendor]

Linkrose Distributors Private Limited
Average Properties Private Limited
Average Residency Private Limited



[Authorized Signatory]
[Purchasers]

Drafted by:


Jautush Chaudhuri
Advocate
High Court, Calcutta

Witnesses:

Signature: 

Name: Subir Dutta Chaudhuri

Father's Name: Dileep Dutta Chaudhuri

Address: Madhyam gram,

Bonhim pally (3) Kol-129

Signature: 

Name: Lamin Kr Karmakar

Father's Name: Ji ban Karmakar

Address: Gangapara, Rahara

P.S. Khardaha - Kol-718



ADDITIONAL MEMBER
OF ASSURANCE COMPANY
11 APR 2013

Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of **Rs.5,00,000/- (Rupees five lac)** 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.		AXIS Bank Ltd.	
		Total	

Basudev Das

[Basudev Das, as constituted
attorney of **Ganga Sagar Singh**
[Vendor]

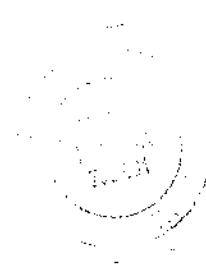
Witnesses:

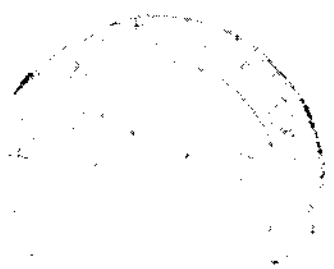
Signature *[Signature]*

Name: Sudip Dutta Chowdhury

Signature *[Signature]*

Name: Lamis K. Karman



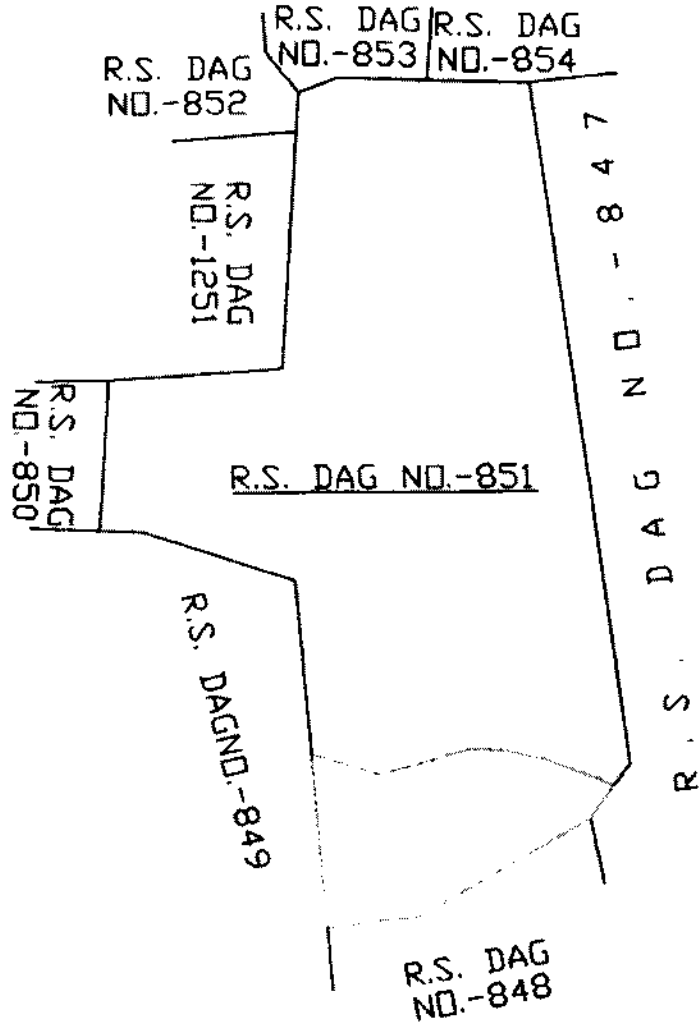


APR 2013



**SITE PLAN OF R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724,
L.R. KHATIAN NO. 354/MOUZA- PATULIA, J.L. NO. 4, P.S. KHARDAHA,
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS**

Total Area in Dag No.851 is 66 Decimal



Linkrose Distributors Private Limited
Average Properties Private Limited
Average Residency Private Limited

Ravi Kant Kedia
Authorized Signatory

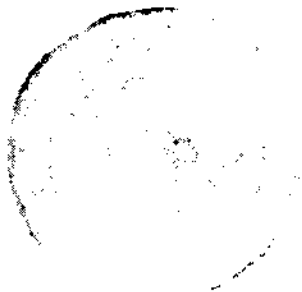
[Handwritten signature]
SIGNED BY THE VENDOR/S.

SIGNATURE OF THE VENDOR/S. :

SIGNATURE OF THE PURCHASER :

**LEGEND : 22.0000 DECIMAL LAND OUT OF DIVIDED AND DEMARCATED 22.0000
DECIMAL IN R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724.**


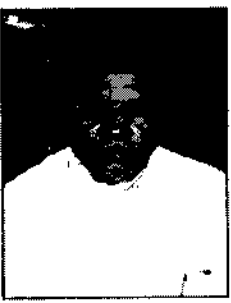










SHOWN THUS :



11 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
	Manoj Kumar					
		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



OF ASSURANCE
11 APR 2013



Dated this 11th day of April, 2013

Between

Ganga Sagar Singh
... Vendor

And

Linkrose Distributors Private Limited & Ors.

... Purchasers

CONVEYANCE

Portion of
K.S. Dag No. 851
L.R. Dag No. 1724
Mouza Patulia
Police Station Khardah
District North 24 Parganas

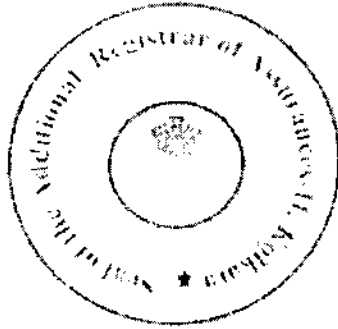
Saha & Ray

Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Ray Road
Kolkata-700091



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 7068 to 7083
being No 06285 for the year 2013.



(Dulal chandra Saha) 11-May-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

02666/2013

ANNEXURE A115

KDH/103

MIVAN

3163/2013

Saha & Ray



पश्चिम बंगाल WEST BENGAL

63AA 951732

14.11.13 4/3246



Insured that the Document is Admitted to the Record and the Signatures are correct and the enforcement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

Additional Registrar of Assurances-II, Kolkata

CONVEYANCE

1. Date: 20 March 2013

Chandra Lekha Singh

2. Place: Kolkata

3. Parties:

3.1 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 Kodra, Chandra Lekha Singh

77728

SI. NO. DATE

12 FEB 2013

NAME

LED

AMT



Ravi Kant Kedia



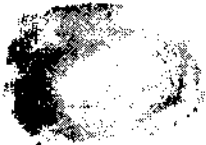
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KALASHIKH EXPORTS PRIVATE LIMITED

Ravi Kant Kedia

Director / Authorised Signatory

Chash



e-1423

Chandna Lekha Singh



Mohan Prasad Singh
No. 4 K.D.N. Singh
Bc-2 Mangalam Apartment
P.S. Saraidhela, Dist Dhanbad
Jharkhand
Business



And

- 3.2 **Kalashsidhi Exports 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- 700033, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, 69/2, Nimitolla 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

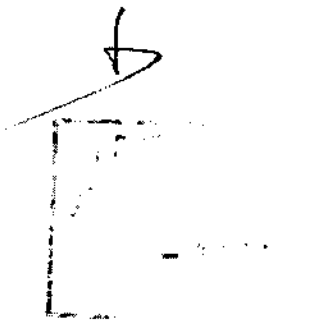
- 4.1 **Said Property:** Land classified as *akhola* (brickfield) measuring 2.0074 (two point six six seven four) decimal [equivalent to 1.016 (one point six one six six) *cottah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *khata* No. 830, *Muaza* 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 Property 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:** Singaro Devi was the recorded owner of land classified as *akhola* (brickfield) measuring 44.0022 (forty four point zero zero two two) decimal [equivalent to 26.668 (twenty six point six six eight) *cottah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *khata* No. 830, *Muaza* 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 Singaro Devi:** On or about 18th 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 inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.
- 5.1.3 **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.

Ravi Kant Kedia

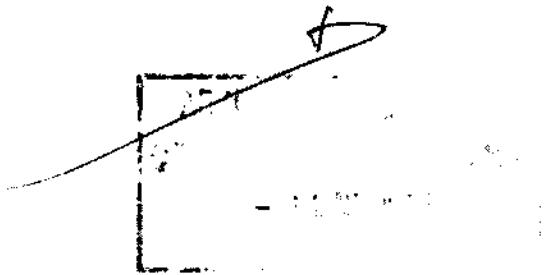
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- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority 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, *debtors*, 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.
- 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. 851 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 851.

Ra : C. L. Singh
1937





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** *ibns*, 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-101, 1st 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 - 700005 (**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 in 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 *akhola* (brickfield) measuring 2.0674 (two point six six seven four) decimal [equivalent to 1.6166 (one point six one six six) *catul*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, *Mouza* Paulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property 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.4,41,211/- (Rupees four lac thirteen thousand two hundred and forty four) 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:

Ar : C. L. Singh
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- 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:** *Ahas*, 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 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

M. C. L. Singh

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- 9 -

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.

**Schedule
(Said Property)**

Land classified as *dhinda* (rickfield) measuring 2.6674 two point six six seven four decimal [equivalent to 1.056 (one point six six six six) *cottah*], more or less, out of six (six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Grama Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and hatted and bounded as follows:

On the North : By R.S. *Dag* Nos. 853 and 854
On the East : By R.S. *Dag* No. 847
On the South : By portion of R.S. *Dag* No. 851
On the West : By R.S. *Dag* Nos. 770/1231 and 852

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.

Mouza	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	851	1724	830	66	2.6674	Singara Devi
				Total	2.6674	

R. C. L. Singh
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INDEXED
- 314 -

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]

Kalashsidhi Exports Private Limited

Ravi Kant Kedia

[Authorized Signatory]
[Purchaser]

Drafted by:

Witnesses:

M.P. Singh

Signature:

Name: Mohan Prasad Singh

Father's Name: K. D. N Singh

Address: BG-2 Mangalam Apartment

P.S. Saraidhela Dhanbad
Jharkhand

[Signature]

Signature:

Name: Sudip Dutta Chowdhury

Father's Name: Delip Dutta Chowdhury

Address: South Banker Pally

Madhyamgram Kolkata 70029





7

CS. - 3 148 1072

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.4,13,244/-** (**Rupees four lac thirteen thousand two 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.)
Demand Draft. Vid No. 100070	01.03.2013	Axis Bank Ltd.	4,13,244/-
		Total	4,13,244/-

Chandra Lekha Singh

[Chandra Lekha Singh]
[Vendor]

Witnesses:

Signature M.P. Singh.

Name: Mohan Prasad Singh

Signature *[Signature]*

Name: Sudyo Dutta Chowdhury





[Handwritten signature]



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

Endorsement For Deed Number : I - 03163 of 2013
(Serial No. 02666 of 2013 and Query No. L000005827 of 2013)

On 03/03/2013

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

Presented for registration at 13.15 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, Pin :-828127, By Caste Hindu, By Profession : Others
2. Ravi Kant Kedia
Director/ Authorised Signatory, Kalashsidhi Exports Pvt Ltd, Surya Homes,, Flat No:4 B, 376 A, S N Roy Road, Kol, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038,
By Profession : Others
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.-4,13,244/-

Certified that the required stamp duty of this document is Rs.- 20682 /- and the Stamp duty paid as: Impresive 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

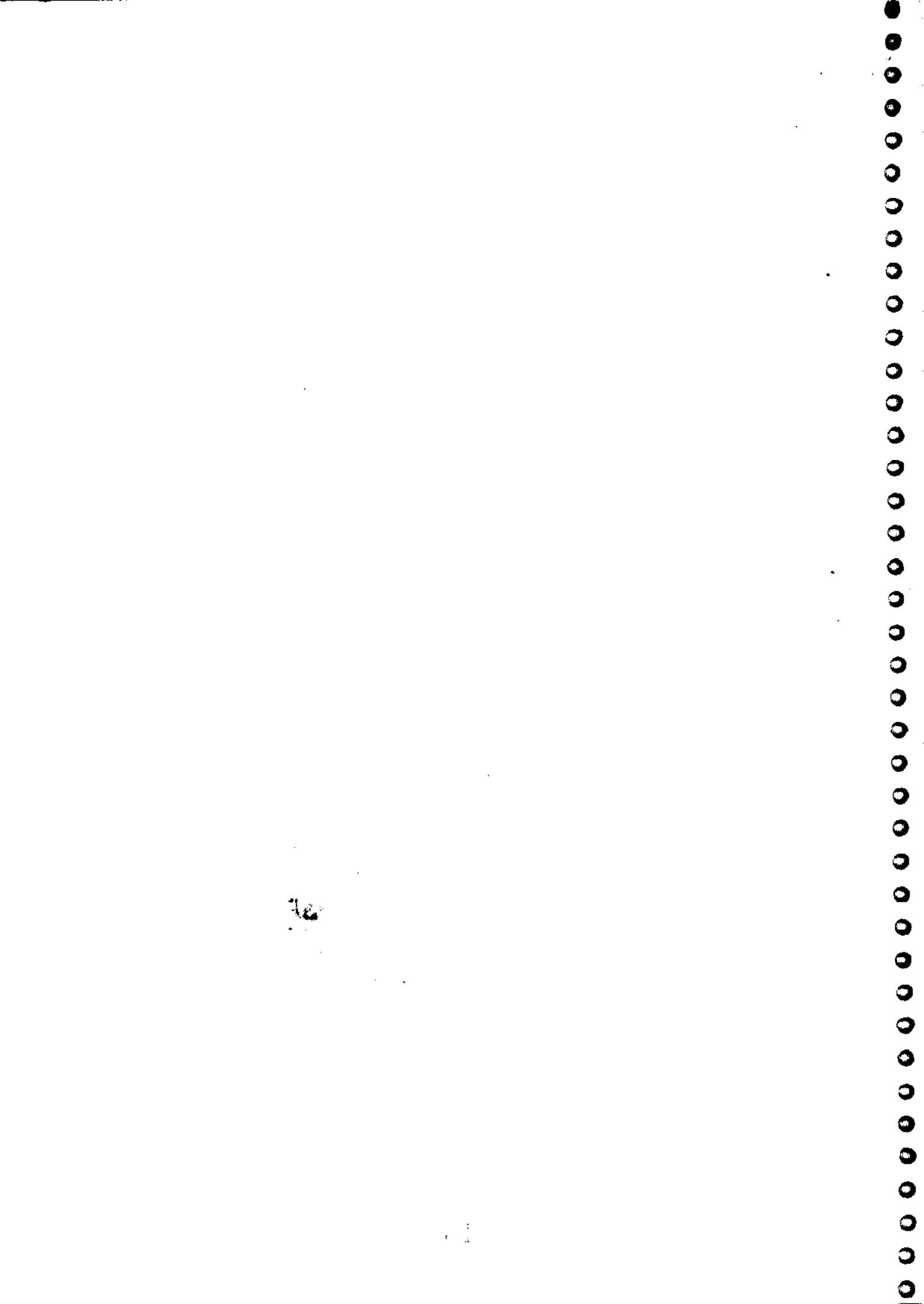


(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

11/03/2013 14:58:00

EndorsementPage 1 of 2

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

**Endorsement For Deed Number : I - 03163 of 2013
(Serial No. 02666 of 2013 and Query No. L000005827 of 2013)**

Rs. 4641/- is paid , by the draft number 754538, Draft Date 08/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/03/2013

(Under Article : A(1) = 4543/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 11/03/2013)

Deficit stamp duty

Deficit stamp duty Rs. 20682/- is paid , by the draft number 754537, Draft Date 08/03/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 11/03/2013

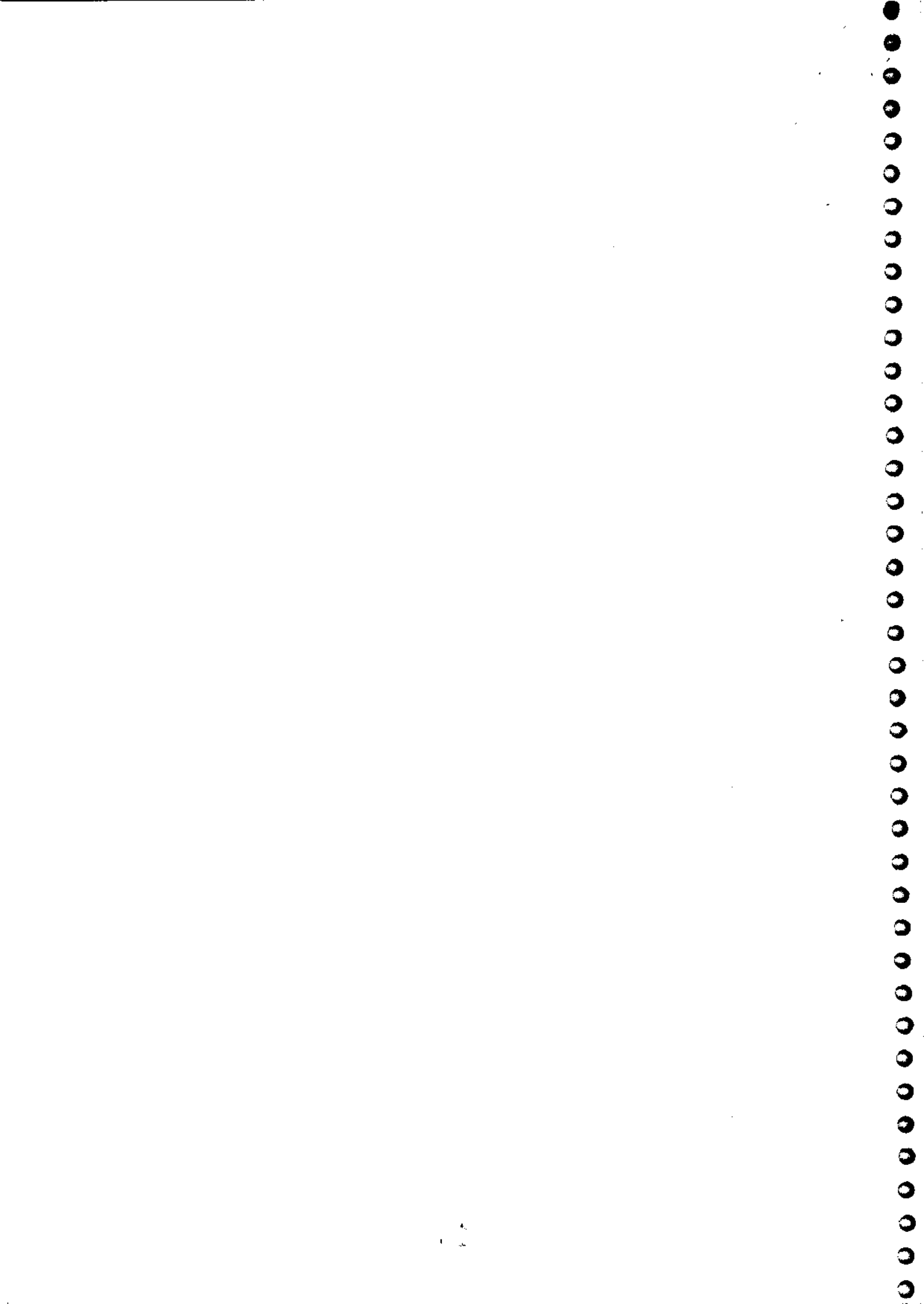
(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

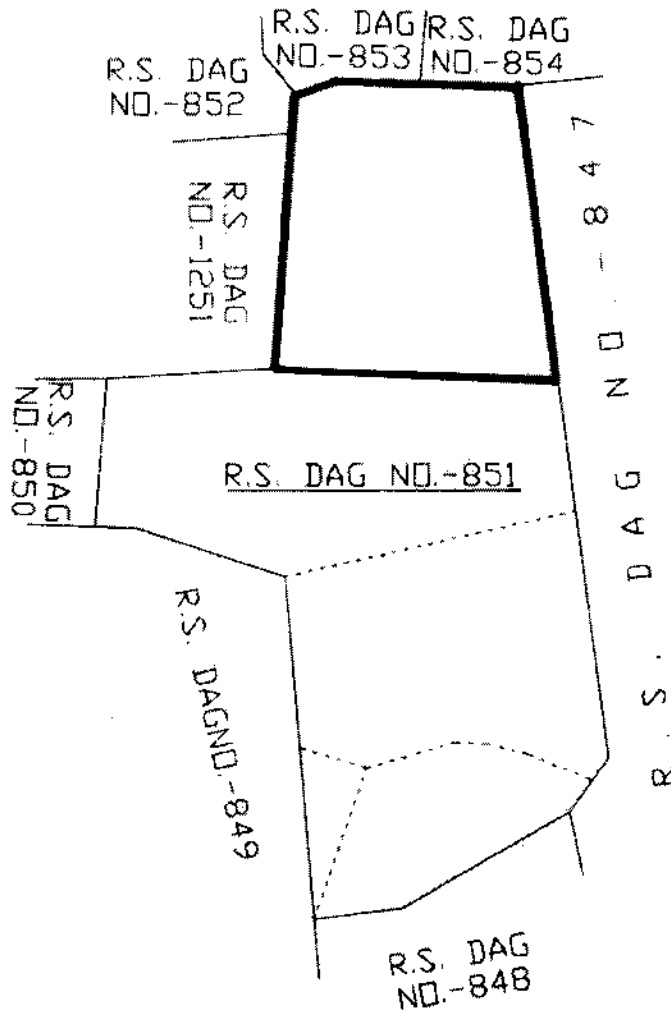
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EndorsementPage 2 of 2



SITE PLAN OF R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724,
L.R. KHATIAN NO. 830, MOUZA- PATULIA, J.L. NO. 4, P.S. KHARDAHA,
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.851 is 66 Decimal



Chandra Lekha Singh

SIGNATURE OF THE VENDOR/S

Kalashsidhi Exports Private Limited

Ravi Kant Kedia,

Authorised Signatory

SIGNATURE OF THE PURCHASER

LEGEND : 2.6674 DECIMAL UNDIVIDED SHARE OF ITKHOLA LAND OUT OF 66
DECIMAL IN R.S. DAG NO. 851, L.R. DAG NO. 1724.

SHOWN THUS : 

1945





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-3 APR 1971

SPECIMEN FORM TEN FINGER PRINTS

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No: Signature of the
executants and/or
purchaser
Presentants



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(Left Hand)

Ravi kant
Kedia.



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(Right Hand)



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Fore



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(Left Hand)

Chandaa
LeKha Singh.



Thumb



Fore



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Ring



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(Right Hand)

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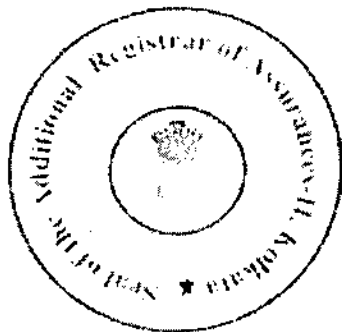


→
- 3 MAR 2013



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 2069 to 2082
being No 03163 for the year 2013.



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

1947





Dated this 2nd day of March, 2013

Between

Chandra Lekha Singh
... Vendor

And

Kalashsiddhi Exports Private Limited
... Purchaser

CONVEYANCE

Portion of
R.S. Dag No. 851
L.R. Dag No. 1721
Manza Patulia
Police Station Khardah
District North 24 Parganas

Saha & Ray

Advocates
1A, 1st Floor
Hastings Chambers
101, Kanchi Sankar Roy Road
Kolkata-700001



पश्चिम बंगाल WEST BENGAL

15AA 018830

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Additional Registrar of Assurances II
Kolkata



Certified that the document is admitted to registration. The registration sheet and the endorsement sheet attached to this document are the part of this document.

Additional Registrar of Assurances-II, Kolkata

Handwritten signature and date: 2/5/13

CONVEYANCE

1. Date: 5th April 2013

2. Place: Kolkata

3. 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)

Handwritten initials: R

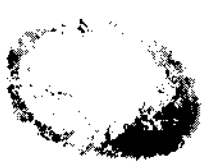
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158322

SAHA & RAY
Solicitors
Chambers
No. 10
New Road

Ravi Kant Kedia



e-2775

NAME
Address
RS.
14 MAR 2013	
SURANJAN KEDIA	
Licence No. 1000/1000	
C. C. Kedia	
2 & 3, No. 5, New Road, Kolk.	

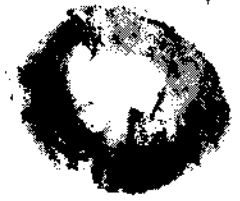
14 MAR 2013

14 MAR 2013

Kalashsuddhi Exports Pvt Ltd

Ravi Kant Kedia

Authorised Signatory

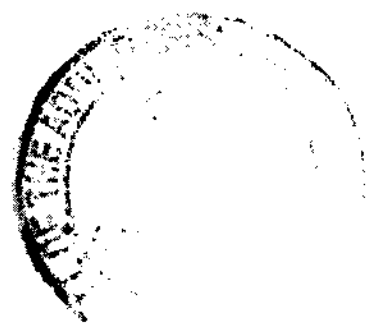


e-2777

चन्द्र कान्ती सिंह

Sudip Dutta Chowdhury
No. Dicer Dutta Chowdhury
Medinipur Road, Bankim Palay (S)
KOL-129

Bilmer's



ADDITIONAL REGISTRAR OF ASSURANCE CO., KOLKATA - 5 APR. 2013
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Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 06056 of 2013
(Serial No. 04795 of 2013 and Query No. L000010806 of 2013)

05/04/2013

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

Presented for registration at 21:20 hrs on 05/04/2013, at the Private residence by Ravi Kant Kedia Applicant

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

Execution is admitted on 05/04/2013 by

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

Ravi Kant Kedia

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

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

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. 1,26,377/-

Certified that the required stamp duty of this document is Rs. 6339/- and the Stamp duty paid as representative Rs. 267/-

02/05/2013

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

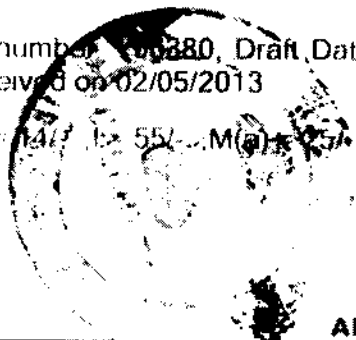
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Schedule number: 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 1484/- is paid by the draft number 1000280, Draft Date 18/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 02/05/2013

Under Article 14(1) - 138b, 14(1) - 55, M(a) - 25, M(b) - 47 on 02/05/2013)



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

07/05/2013 15:14:00

EndorsementPage 1 of 2

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

Endorsement For Deed Number : I - 06056 of 2013
(Serial No. 04795 of 2013 and Query No. L000010806 of 2013)

Admitted stamp duty

Admitted stamp duty Rs. 6339/- is paid, by the draft number 756379, 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



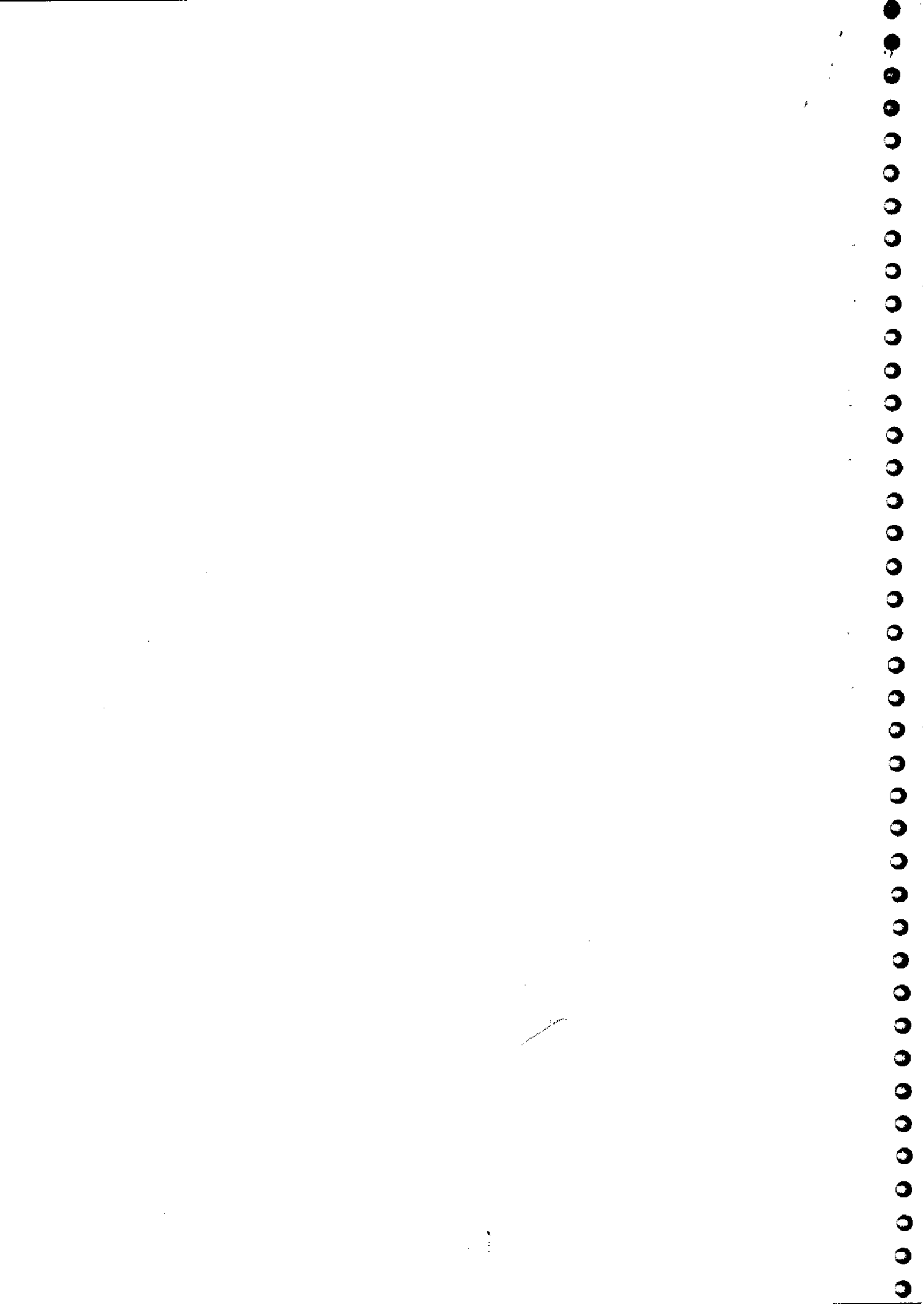
(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

02/05/2013 15:14:00

Endorsement Page 2 of 2

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And

- 3.2 **Kalashsidhi Exports 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 *itkhola* (brickfield) [though use as *itkhola* (brickfield) long discontinued] measuring 2.6674 (two point six six seven four) decimal equivalent to 1.6166 (one point six one six six) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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:** Singaro Devi was the recorded owner of land classified as *itkhola* (brickfield) measuring 44.0022 (forty four point zero zero two two) decimal [equivalent to 26.668 (twenty six point six six eight) *cottah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, *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 Singaro Devi:** On or about 18th 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) 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.

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ADDITIONAL REGISTRAR
WEST BENGAL CHAMBERS KOLKATA
- 5 APR 2013



- 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. 851 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 851.

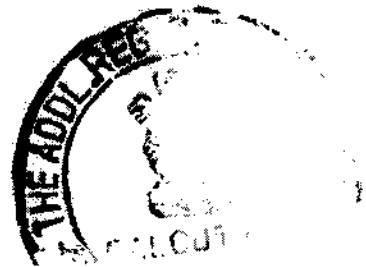
6. Basic Understanding

- 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** *khua*, 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, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the 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) [though use as *itkhola* (brickfield) long discontinued] measuring 2.6674 (two point six six seven four) decimal equivalent to 1.6166 (one point six one six six) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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.

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ADDITIONAL REGISTRAR
WEST BENGAL GOVT. KOLKATA
- 5 APR 2013



7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.45,773/- (Rupees forty five thousand seven hundred and seventy three) 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:** 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:** *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

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ADDITIONAL REGISTRAR
KATA
- 5 APR 2013



- regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/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

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ADDITIONAL REGISTRAR
OF THE REGISTERED SOCIETIES
- 5 APR 2013



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.

Schedule
(Said Property)

Land classified as *ikhola* (brickfield) [though use as *ikhola* (brickfield) long discontinued] measuring 2.6674 (two point six six seven four) decimal equivalent to 1.6166 (one point six one six six) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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. 853 and 854
- On the East** : By R.S. *Dag* No. 847
- On the South** : By balance portion of R.S. *Dag* No. 851
- On the West** : By R.S. *Dag* Nos. 770/1251, 850 and 849

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.

Mouza	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	851	1724	830	66	2.6674	Singaro Devi
				Total	2.6674	

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ADDITIONAL REGISTRAR
OF ADMINISTRATIVE SERVICES
- 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.

चन्द्र कान्ती सिंह


[Chandra Kanti Singh]
[Vendor]

Kalashsidhi Exports 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. Khardah
24 Parganas (W)

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ADDITIONAL REGISTRAR
OF ASSAM AND KOLKATA
- 5 APR 2013



Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.45,773/-** (**Rupees forty five thousand seven hundred and seventy three**) 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	45,773/-
		Total	45,773/-

चन्द्र कान्त सिंह

[Chandra Kanti Singh]
[Vendor]

Witnesses:

Signature 

Name: Sudip Dutta Chowdhury

Signature 

Name: GORA Mondal



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ADDITIONAL REGISTRAR
OF ASSISTANT REGISTRAR OF KATA
- 5 APR 2013



SPECIMEN FORM TEN FINGER PRINTS

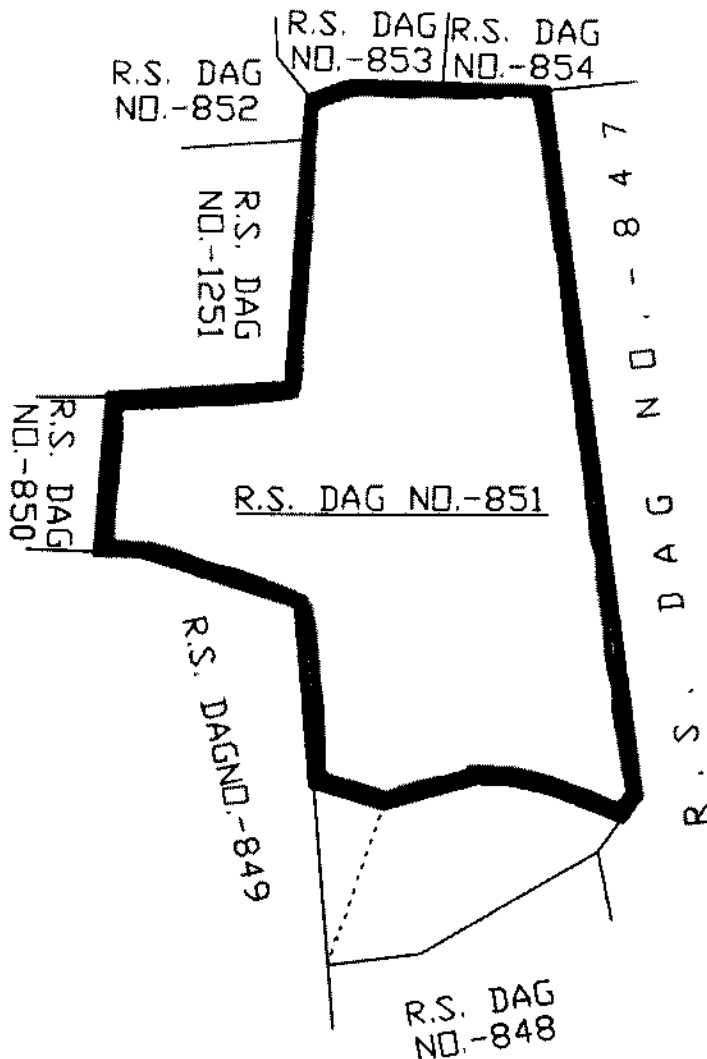
Sl. No	Signature of the executants and/or purchaser Presentants							
	 Ravi Kant Kedia	Little	Ring	Middle (Left Hand)	Fore	Thumb		
		Thumb	Fore	Middle (Right Hand)	Ring	Little		
			 मनुज कान्ती सिंह	Little	Ring	Middle (Left Hand)	Fore	Thumb
				Thumb	Fore	Middle (Right Hand)	Ring	Little
				Little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

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ADDITIONAL REGISTRAR
OF ASSOCIATED BANKS
- 5 APR 2013



SITE PLAN OF R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724,
L.R. KHATIAN NO. 830, MOUZA- PATULIA, J.L. NO. 4, P.S. KHARDAHA,
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.851 is 66 Decimal



चन्द्रकान्ती सिंह

Chandrankanti Sinsh

SIGNATURE OF THE VENDOR/S :

Kalashsidhi Exports Private Limited

Ravi Kant Kedia

Authorised Signatory

SIGNATURE OF THE PURCHASER :

LEGEND : 2.6674 DECIMAL LAND OUT OF DIVIDED AND DEMARCATED 44.0022
DECIMAL IN R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724.

SHOWN THUS : 

5
ADDITIONAL REGISTRAR
OF AS. ... KATA
- 5 APR 2013



Dated this 5th day of April, 2013

Between

Chandra Kanti Singh
... Vendor

And

Kalashsidhi Exports Private Limited
... Purchaser

CONVEYANCE

Portion of
R.S. Dag No. 851
L.R. Dag No. 1724
Mouza Pasulia
Police Station Khardah
District North 24 Parganas

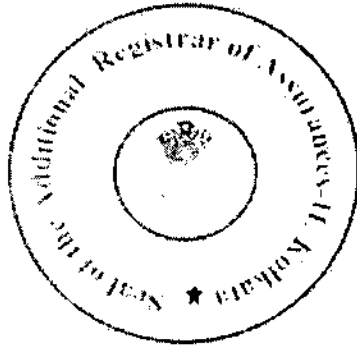
Saha & Ray


Advocates
3A/1, 3rd floor
Hastings Chambers
70, 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 2231 to 2245
being No 06056 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

1963





10RB/15
 10-26

65AA 459727

Certified that the Document is duly registered
 Registration. The signature and the
 endorsement sheet are the part of this document.



Additional
 of Assurances-11

CONVEYANCE

1. Date: 5th April 2013 R 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- Patulia, 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)

1964 R Chandra Kala Singh.

7623
 200
 +

84272

16 MAR 2013

107

Ravi Kant Kedia.



C-2775

Kalashsidhi Export Pvt Ltd

Ravi Kant Kedia

Authorized Signatory

Rhosh
MOUSTAFI GHOSH
SENIOR REGISTRAR
KOLKATA REGISTRATION OFFICE



C-2777

Chandra Kala Singh.

Lamis Kr. Karmakar
Jibon Karmakar
Dangapara Rahara
P.O. Khordaha Kal-118
Business

ADDITIONAL REGISTRAR
OFFICE
KOLKATA REGISTRATION OFFICE





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

Endorsement For Deed Number : I - 06118 of 2013
(Serial No. 04807 of 2013 and Query No. L000010861 of 2013)

On 05/04/2013

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

Presented for registration at 10.36 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, Kalashsidhi Exports 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.-1,26,377/-

Certified that the required stamp duty of this document is Rs.- 6339 /- and the Stamp duty paid as:
Impresive Rs - 10/-

On 03/05/2013

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

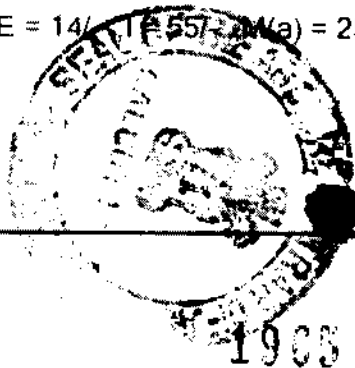
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 1484/- is paid , by the draft number 756366, Draft Date 18/04/2013, Bank Name State Bank of
India, DALHOUSIE SQUARE, received on 03/05/2013

(Under Article : A(1) = 1386/- .E = 14/- .T = 55/- .M(a) = 25/- .M(b) = 4/- on 03/05/2013)

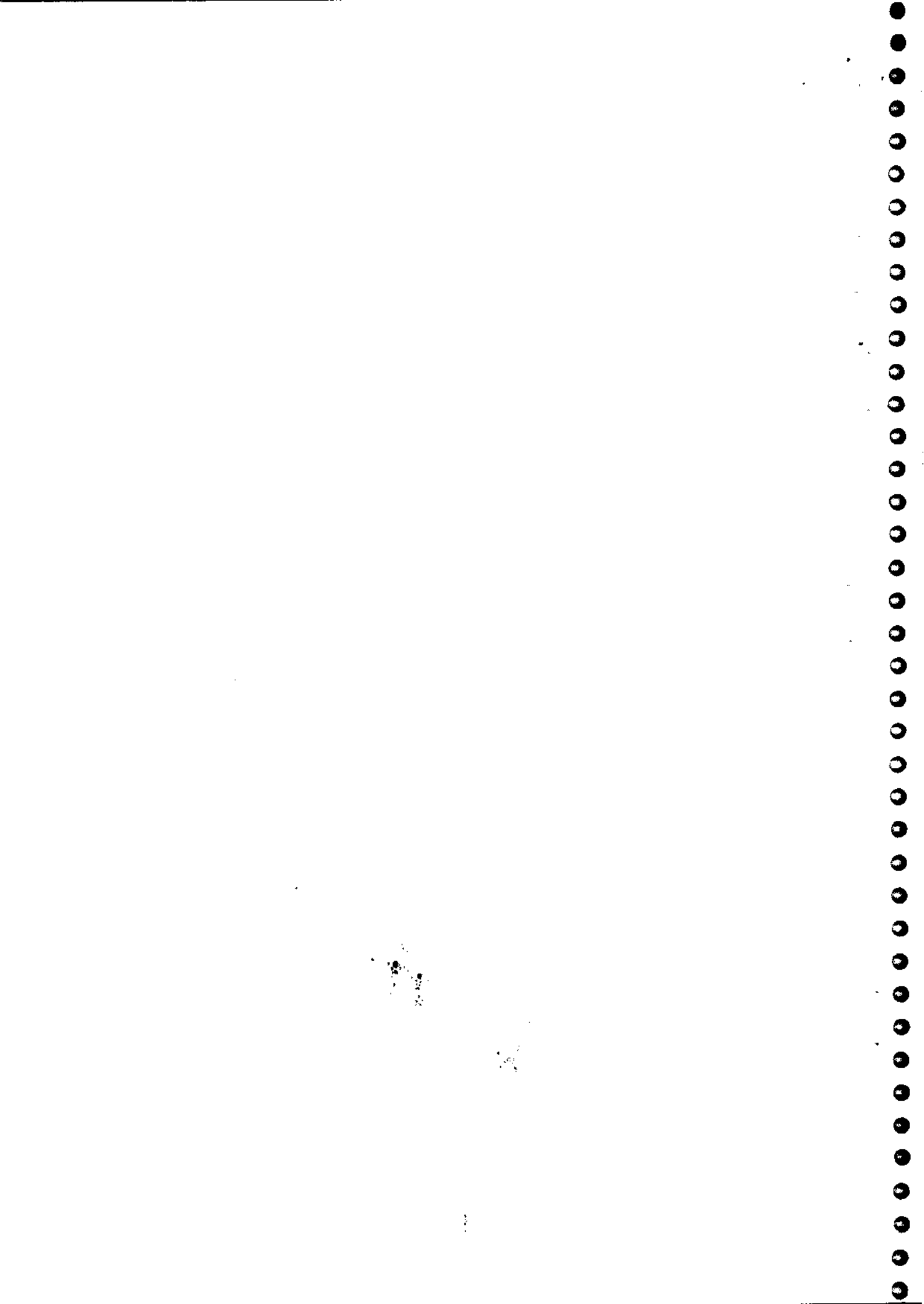


(Dufal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

03/05/2013 13:53:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 06118 of 2013
(Serial No. 04807 of 2013 and Query No. L000010861 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 6339/- is paid , by the draft number 756365, Draft Date 18/04/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 03/05/2013

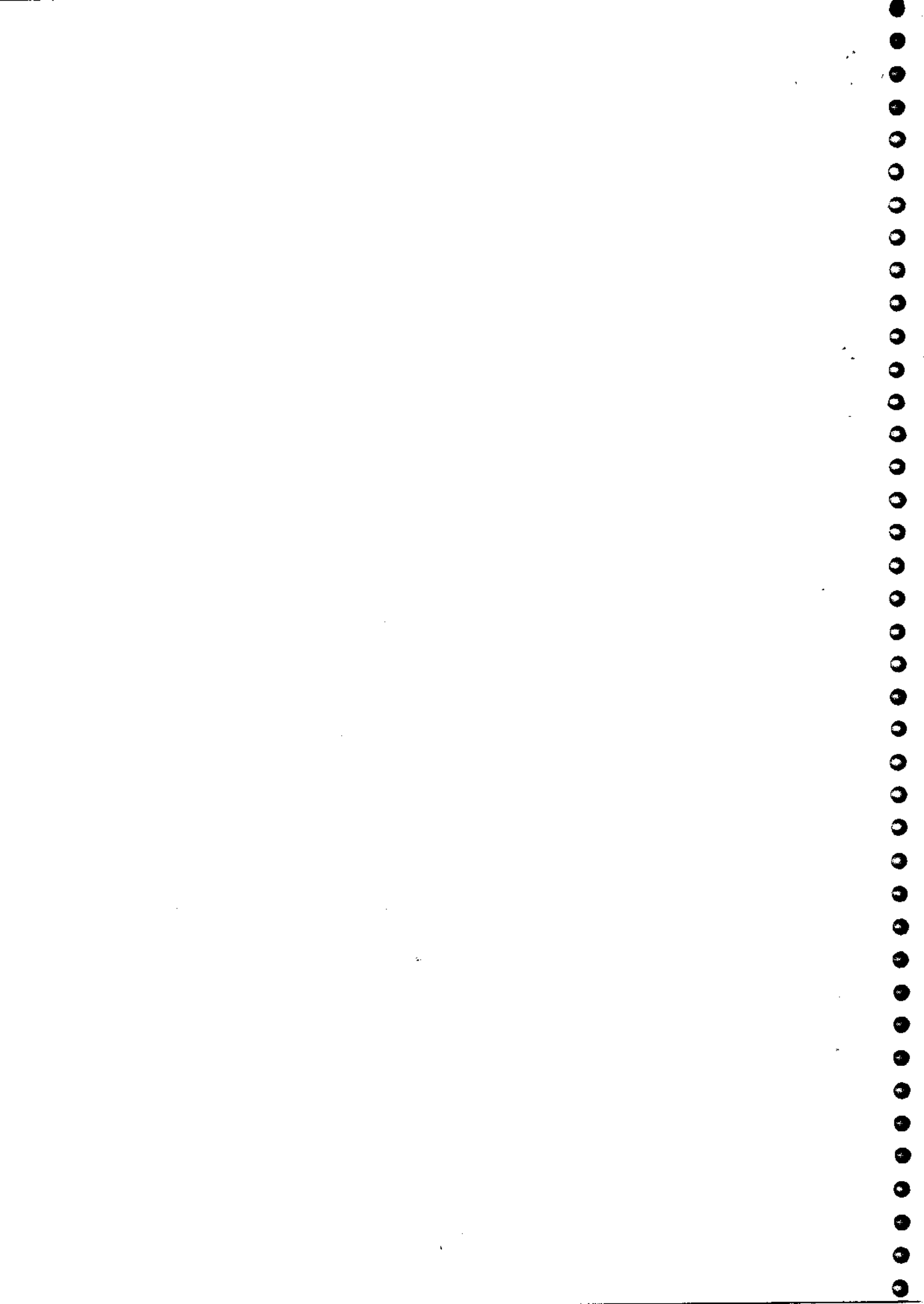
(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



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

03/05/2013 13:53:00

EndorsementPage 2 of 2



And

- 3.2 **Kalashsidhi Exports 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 *ikhola* (brickfield) [though use as *ikhola* (brickfield) long discontinued] measuring 2.6674 (two point six six seven four) decimal equivalent to 1.6166 (one point six one six six) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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:** Singaro Devi was the recorded owner of land classified as *ikhola* (brickfield) measuring 44.0022 (forty four point zero zero two two) decimal [equivalent to 26.668 (twenty six point six six eight) *cottah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, *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 Singaro Devi:** On or about 18th 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.

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ADDITIONAL REGISTRAR
KUALA
6 JAN 1949



- 5.1.3 **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.

ADDITIONAL REGISTRAR
APR 2019



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. 851 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 851.

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, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the 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) [though use as *itkhola* (brickfield) long discontinued] measuring 2.6674 (two point six six seven four) decimal equivalent to 1.6166 (one point six one six six) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 830, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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.

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ADDITIONAL REGISTRAR
KOLKATA
- 5 APR 2013



7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.1,26,292/- (Rupees one lac twenty six thousand two hundred and ninety two) 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, *debttar*, 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:** *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

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
- 5 APR 2019



regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/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



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ADDITIONAL REGISTRAR
- 5 APR 2019

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.

Schedule
(Said Property)

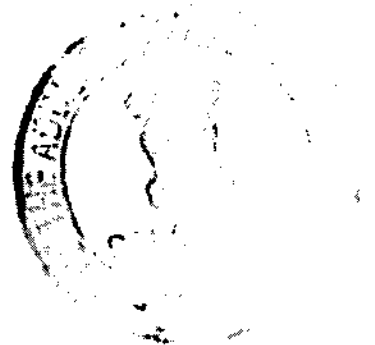
Land classified as *ikhala* (brickfield) measuring 2.6674 (two point six six seven four) decimal [equivalent to 1.6166 (one point six one six six) *cottah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, *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 Property 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* Nos. 853 and 854
- On the East** : By R.S. *Dag* No. 847
- On the South** : By balance portion of R.S. *Dag* No. 851
- On the West** : By R.S. *Dag* Nos. 770/1251, 850 and 849

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
Patulia	851	1724	830	66	2.6674	Singaro Devi
				Total	2.6674	

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ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
- 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.

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

Kalashsidhi Exports Private Limited

Ravi Kant Kedia.
[Authorized Signatory]
[Purchaser]

Witnesses:

Signature: *Basudeb Das*

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: *Lamin K. Karmakar*

Name: *Lamin K. Karmakar*

Father's Name: *Jibon Karmakar*

Address: *Danga para - Rahara P.O. Khardaha. Kal-118*

ADDITIONAL REGISTRAR
OF ASSISTANT REGISTRAR, KOLKATA
- 5 APR 2019



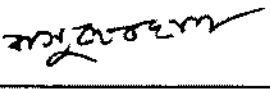
Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.1,26,292/-** (**Rupees one lac twenty six thousand two hundred and ninety two**) 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. 100527 (part)	04.04.2013	AXIS Bank Ltd.	1,26,292/-
		Total	1,26,292/-

Chandra Kala Singh
[Chandra Kala Singh]
[Vendor]

Witnesses:

Signature 

Name: Basudeb Das



Signature  KY

Name: Samir K. Karmakar

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ADDITIONAL REGISTRAR
THE REGISTRAR GENERAL
- 5 APR 2013



SPECIMEN FORM TEN FINGER PRINTS

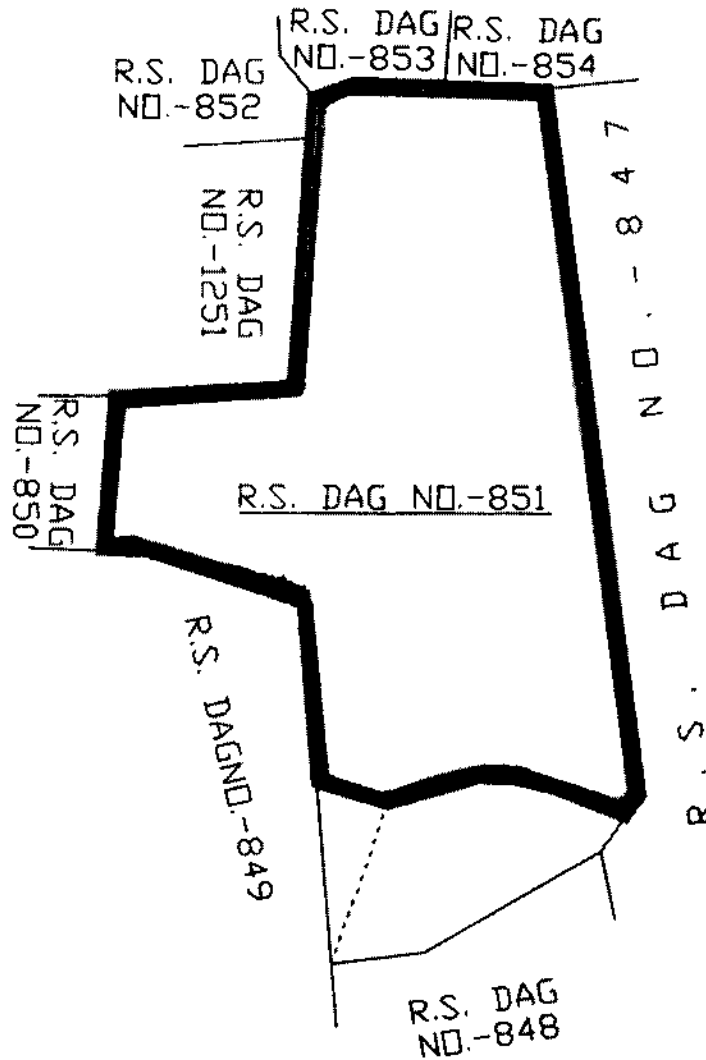
Sl No.	Signature of the executants and/or purchaser Presentants					
	 Ravi Kant Kedia	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	 Chandra Kala Singh	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)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

ADDITIONAL REGISTRAR
OF ASSURANCE
- 5 APR 2013



SITE PLAN OF R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724,
L.R. KHATIAN NO. 830, MOUZA- PATULIA, J.L. NO. 4, P.S. KHARDAHA,
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.851 is 66 Decimal



Chandra Kala Singh.
Chandrakala Singh

SIGNATURE OF THE VENDOR/S. :

Kalashidhi Exports Private Limited

Ravi Kant Kedia,

Authorised Signatory

SIGNATURE OF THE PURCHASER :

LEGEND : 2.6674 DECIMAL LAND OUT OF DIVIDED AND DEMARCATED 44.0022
DECIMAL IN R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724.

SHOWN THUS : 

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





Dated this 5th day of April, 2013

Between

Chandra Kala Singh
... Vendor

And

Kalashsidhi Exports Private Limited
... Purchaser

CONVEYANCE

Portion of
R.S. Dag No. 851
L.R. Dag No. 1724
Mouza Patulia
Police Station Khardah
District North 24 Parganas

Saha & Ray

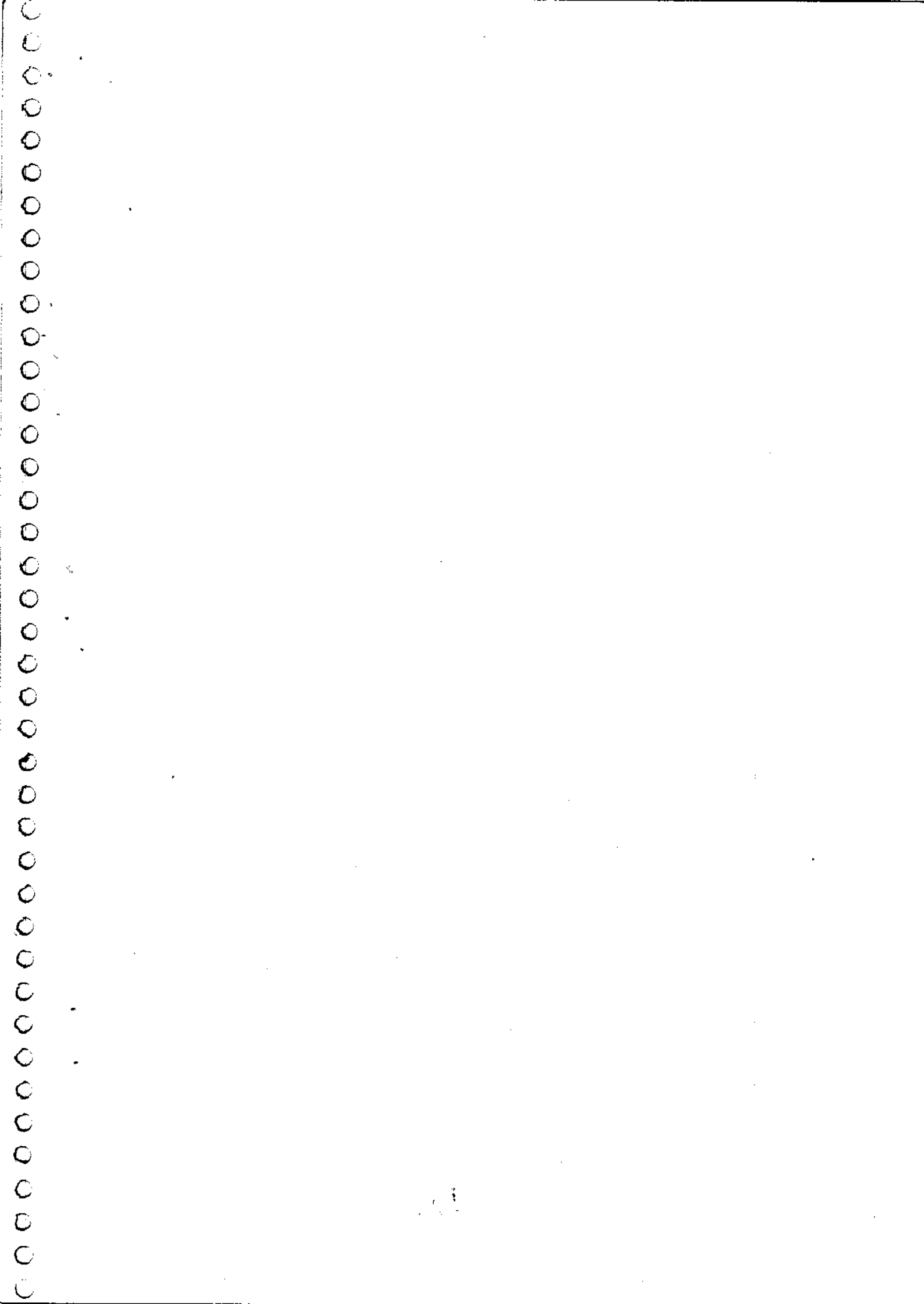
Advocates

3A/1, 3rd floor

Hastings Chambers

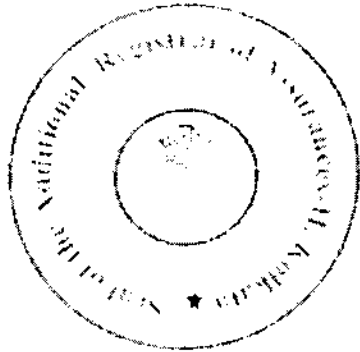
7C, Kiran Sankar Roy Road


Kolkata-700001



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 3160 to 3174
being No 06118 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

1978

06147/013

KDH/163

6507/2013

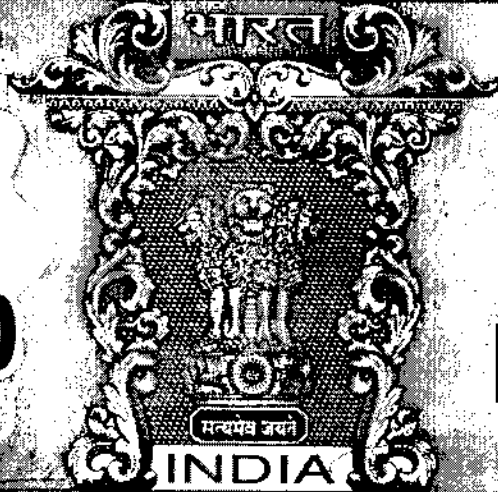
Saha & Ray

भारतीय गैर न्यायिक

दस
रुपये
रु.10

TEN
RUPEES

Rs.10



INDIA NON JUDICIAL

N.V. 568540/65AA 459728

Certified that the Document is duly registered in the office of the Registrar of Assurances, Kolkata.



Registrar of Assurances II
Kolkata

CONVEYANCE

1. Date: 5th April 2013 R 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 Patulia, 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)

R Chandra Kala Singh.

10887/1
10-34
1621

230
9/10

Slp 27/1
RECEIVED.....DATE.....
NAME.....
NO.....
AMOUNT.....

3 6 MAR 2013

Ravi Kant Kedia.



e-2775

Average Enclave Pvt Ltd
Ravi Kant Kedia,
Authorised Signatory

R. Chash



e-2779

Chandra Kala Singh.

Lamin Kr. Karmanan
Jiban Karmanan
Dangapara, Rahara
P.O. Khardaha Kal-118
Business

ADDITIONAL REGISTRAR
OF ASSURANCE CO. KOLKATA
- 5 APR 2013





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

Endorsement For Deed Number : I - 06507 of 2013
(Serial No. 06147 of 2013 and Query No. L000010862 of 2013)

On 05/04/2013

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

Presented for registration at 10.34 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

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

By Ravi Kant Kedia

Authorised Signatory, Average Enclave 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 : Business

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 03/05/2013

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.-5,68,540/-

Certified that the required stamp duty of this document is Rs.- 28447 /- and the Stamp duty paid as
Impresive Rs.- 10/-

(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

On 08/05/2013

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:

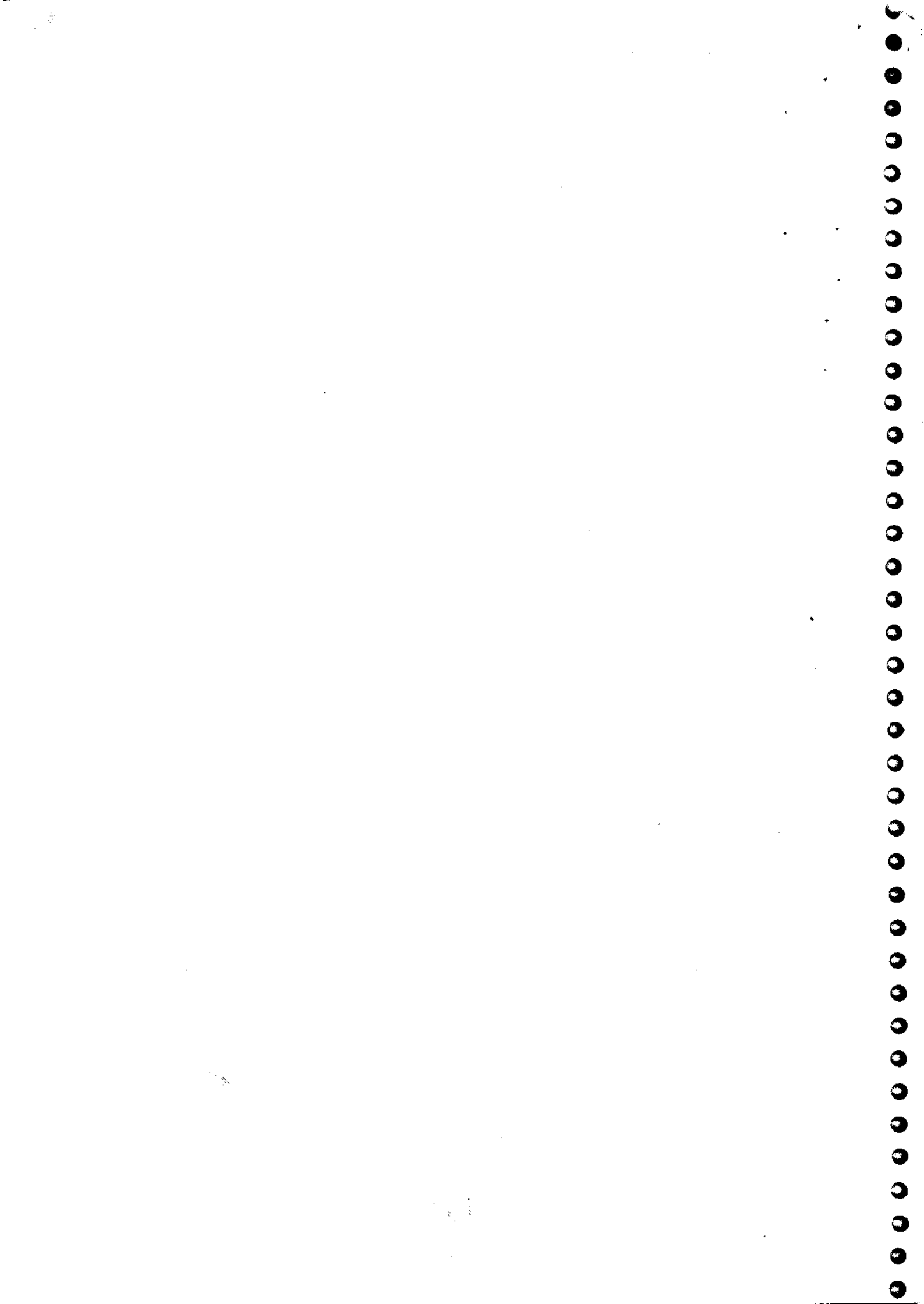
Amount by Draft

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

08/05/2013 15:09:00

EndorsementPage 1 of 2

1980



- 5.1.3 **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, *debttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bagadars* 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.

N
ADDITIONAL REGISTRAR
CITY OF CALCUTTA
- 5 APR 2013





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

**Endorsement For Deed Number : I - 06507 of 2013
(Serial No. 06147 of 2013 and Query No. L000010862 of 2013)**

Rs. 6346/- is paid , by the draft number 756368, Draft Date 18/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/05/2013

Under Article A(1) = 6248/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 08/05/2013)

Deficit stamp duty

Deficit stamp duty Rs. 28447/- is paid , by the draft number 756367, Draft Date 18/04/2013, Bank State Bank of India, DALHOUSIE SQUARE, received on 08/05/2013

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

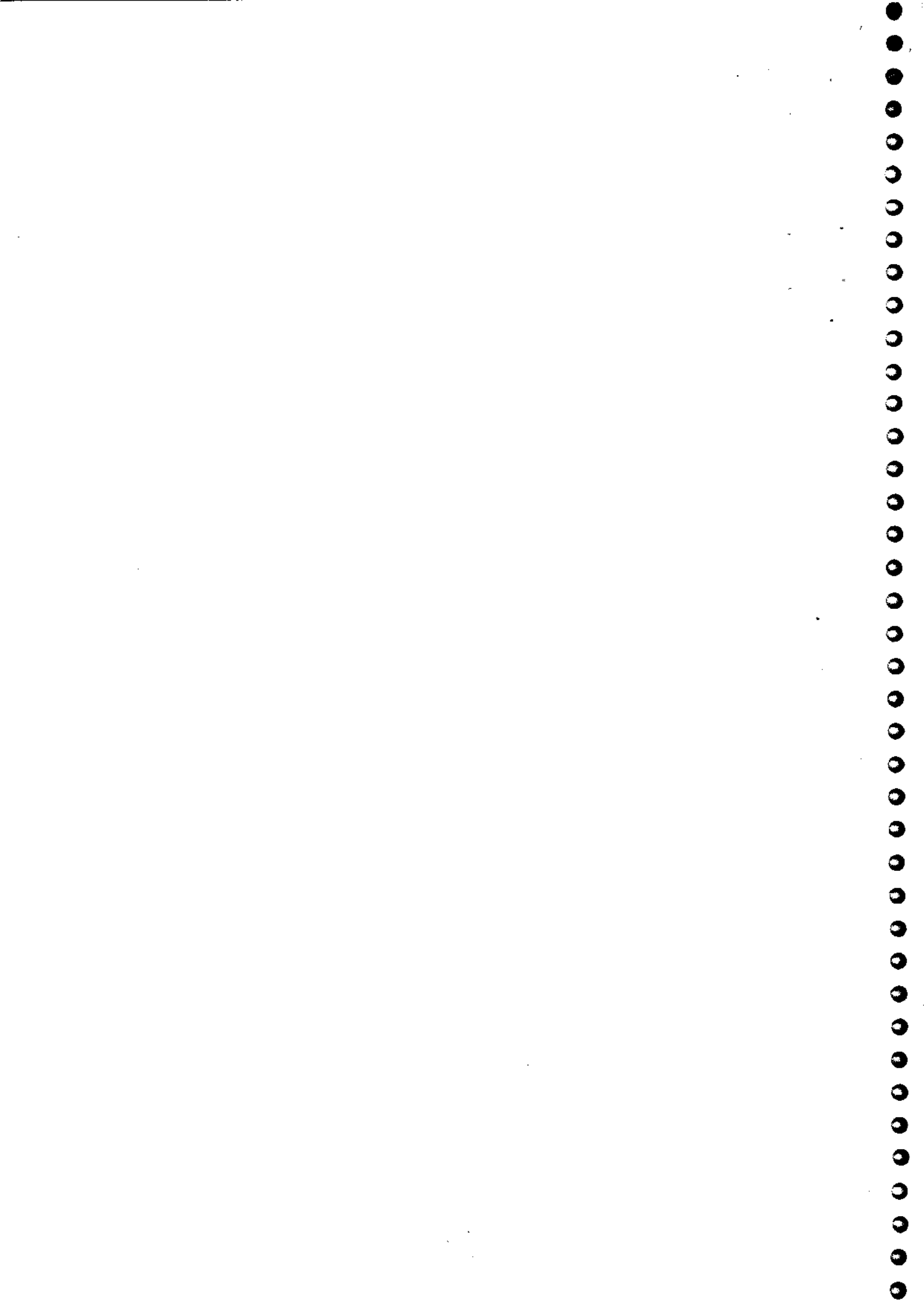


(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

08/05/2013 15:09:00

EndorsementPage 2 of 2

1981



And

- 3.2 **Average Enclave 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 *itkhola* (brickfield) [though use as *itkhola* (brick field) long discontinued] measuring 12 (twelve) decimal equivalent to 7.2727 (seven point two seven two seven) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion 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:** Singaro Devi was the recorded owner of land classified as *itkhola* (brickfield) measuring 44.0022 (forty four point zero zero two two) decimal [equivalent to 26.668 (twenty six point six six eight) *cottah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 851, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, *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 Singaro Devi:** On or about 18th 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.

D
ADDITIONAL REGISTRAR
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- 5.1.3 **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 whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debtittar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bagadars* 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.
- 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

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

over R.S. *Dag* No. 851 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 851.

6. Basic Understanding

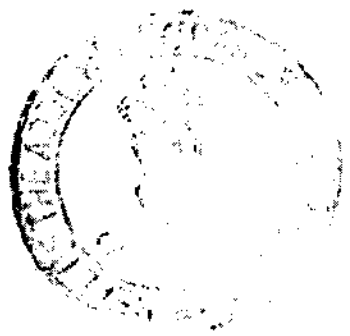
- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, frankable and marketable title and **together with** *khas*, vacant, peaceful 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 Anbha Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Sah 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 *ikhola* (brickfield) [though use as *ikhola* (brickfield) long discontinued] measuring 12 (twelve) decimal equivalent to 7.2727 (seven point two seven two seven) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 830, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatian* No. 830, such divided, demarcated, separated and independent portion measuring 41.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) decimal contained in the said *Dag*, *Mouza* Patelia, J.L. No. 4, Polire Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, such divided, demarcated, separated and independent portion 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.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.5,68,160/- (Rupees five lac sixty eight thousand one hundred and sixty)

[Handwritten signature]

**ADDITIONAL REGISTRAR
OF ASSURANCE WOLKATA
- 5 APR 2013**



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, *debtidar*, 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.

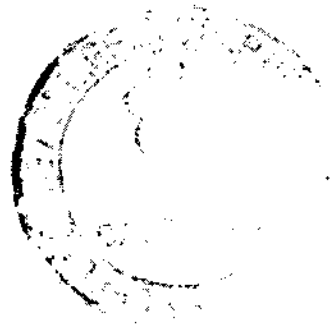
8.3 **Delivery of Possession:** *has*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchaser.

8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing 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.



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OF ASSOCIATED STATES
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- 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 ASSAM
= 5 APR 2013



Schedule
(Said Property)

Land classified as *ikhola* (brickfield) [though use as *ikhola* (brickfield) long discontinued] measuring 12 (twelve) decimal equivalent to 7.2727 (seven point two seven two seven) *cottah*, being a share of the Vendor in a divided, demarcated, separated and independent portion of R.S. *Dag* No. 830, corresponding L.R. *Dag* No. 1724, recorded in L.R. *Khatim* No. 830, such divided, demarcated, separated and independent portion measuring 44.0022 (forty four point zero zero two two) decimal more or less out of the total land measuring 66 (sixty six) 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 divided, demarcated, separated and independent portion being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and hatted and bounded as follows:

- On the North** : By R.S. *Dag* Nos. 853 and 854
- On the East** : By R.S. *Dag* No. 847
- On the South** : By portion of R.S. *Dag* No. 851
- On the West** : By R.S. *Dag* Nos. 770/1251, 850 and 849

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
Patulia	851	1724	830	66	12.00	Singaro Devi
				Total	12.00	



ADDITIONAL REGISTRAR
OF ASSOCIATED COMPANIES
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]

Average Enclave Private Limited

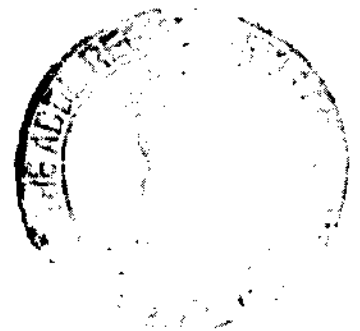
Ravi Kant Kedia.
[Authorized Signatory]
[Purchaser]

Witnesses:

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: Samir Kr. Karmakar
Name: Samir Kr. Karmakar
Father's Name: Jibon Karmakar
Address: Dangapara Relara P.O. Khardaha Kal-118

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ADDITIONAL REGISTRAR
OF ASSOCIATION OF ...
= 5 APR 2013



Receipt and Memo of Consideration

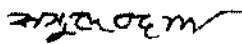
Received from the within named Purchaser the within mentioned sum of **Rs. 5,68,160/-** (**Rupees five lac sixty eight thousand one hundred and sixty**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Demand Draft vide No. 100527 (part)	04.04.2013	AXIS Bank Ltd.	5,68,160/-
		Total	5,68,160/-

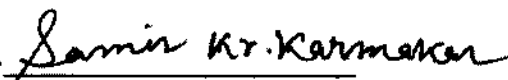
Chandra Kala Singh.

[Chandra Kala Singh]
[Vendor]

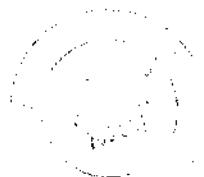
Witnesses:

Signature 

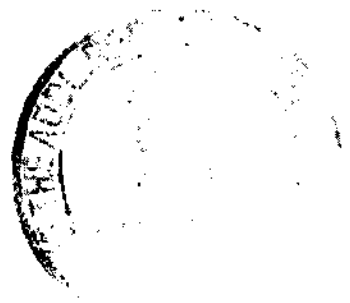
Name: Basudeb Das

Signature 

Name: Samir Kr. Karmakar



2
ADDITIONAL REGISTRAR
OF ASSOCIATIONS
- 5 APR 2019



SPECIMEN FORM TEN FINGER PRINTS

Sl
No

Signature of the
executants and/or
purchaser
Presentants



Ravi Kant



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

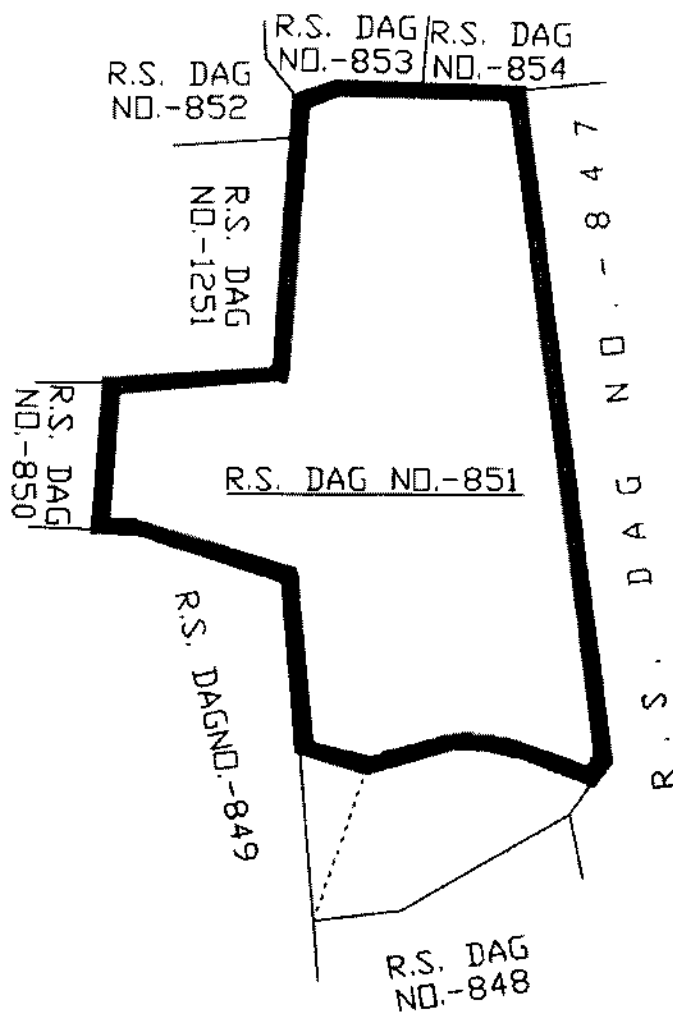


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ADDITIONAL REGISTRAR
OF ASSAM
- 5 APR 2013

SITE PLAN OF R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724,
L.R. KHATIAN NO. 830, MOUZA- PATULIA, J.L. NO. 4, P.S. KHARDAHA,
UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS

Total Area in Dag No.851 is 66 Decimal



Chandra Kala Singh.
Chandrakala Sinsh

SIGNATURE OF THE VENDOR/S. :

Average Enclave Private Limited

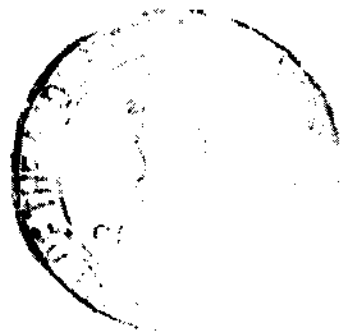
Ravi Kant Kedia.
Authorised Signatory

SIGNATURE OF THE PURCHASER :

LEGEND : 12.0000 DECIMAL LAND OUT OF DIVIDED AND DEMARCATED 44.0022
DECIMAL IN R.S. DAG NO. 851 CORRESPONDING L.R. DAG NO. 1724.

SHOWN THUS : 

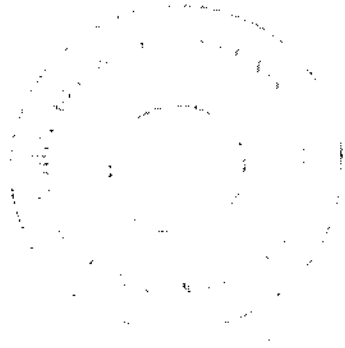
3
ADDITIONAL REGISTRAR
OF ASSURANCE CO. KOLKATA
- 5 APR 2013






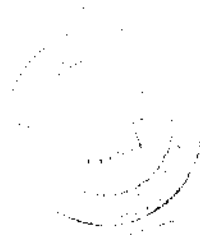
Statement of Registration of the ...

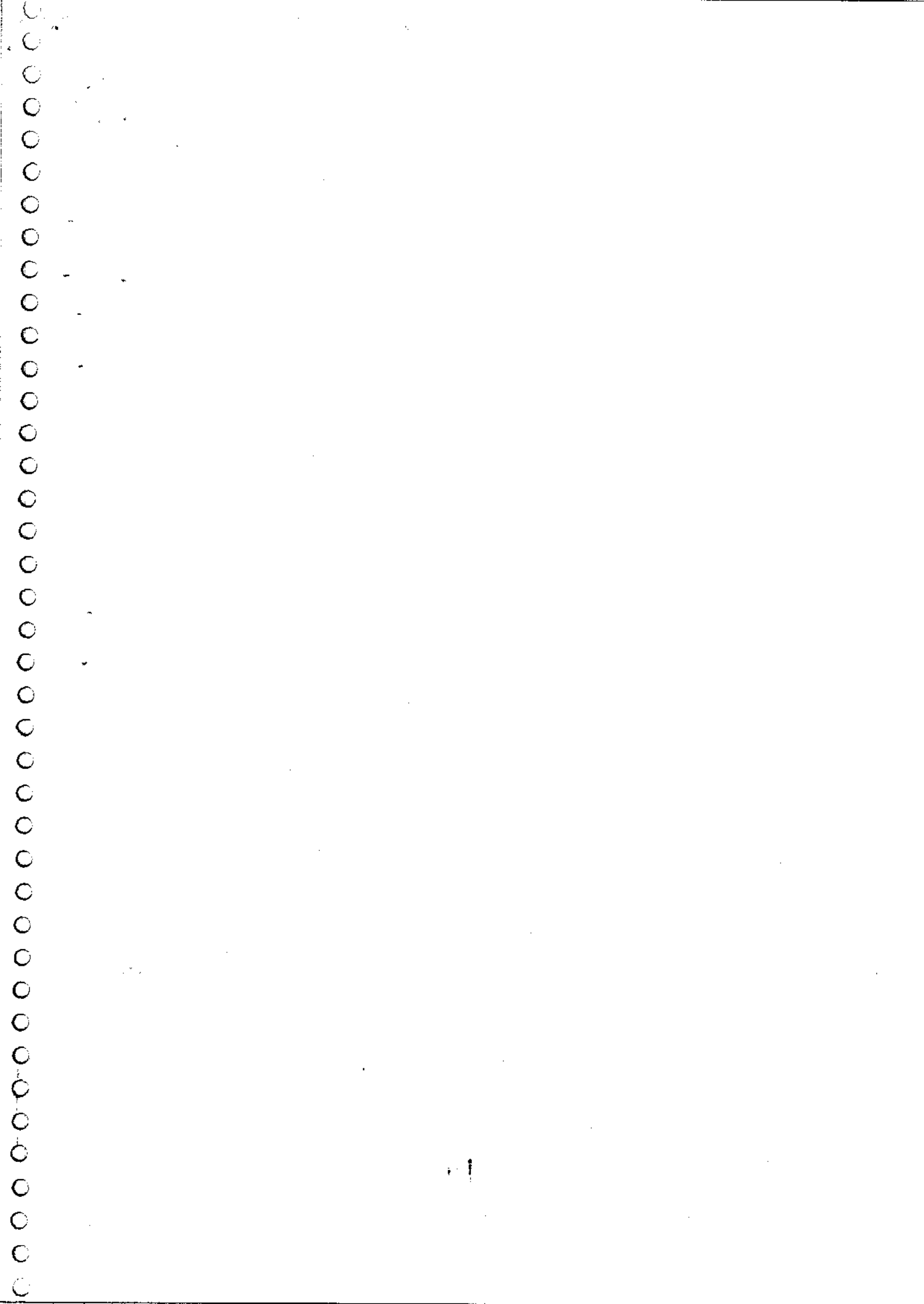
Registered in Book - I
Volume number 21
Page from 4812 to 4826
Serial No 06507 for the year 2013.




D. (a) (a) (a) (a) (a) 15-May-2013
Asst. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

1992





Dated this 5th day of April, 2013

Between

Chandra Kala Singh
... Vendor

And

Average Enclave Private Limited
... Purchaser

CONVEYANCE

Portion of
R.S. Dag No. 851
L.R. Dag No. 1724
Mouza Patulia
Police Station Khardah
District North 24 Parganas

Saha & Ray

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

1993



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

11.11.13 1859084/3AA 951733

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This document is submitted to the Registrar of Assurances II, Kolkata and the Government is responsible for this document on the part of the Document.

Additional Registrar of Assurances-II, Kolkata

Registrar of Assurances II, Kolkata

11.11.13

v/c no. 739/B

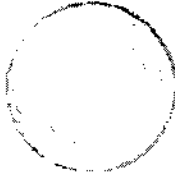
CONVEYANCE

740
712

1. Date: 2nd March 2013
2. Place: Kolkata
3. Parties: Chandra Lekha Singh
- 3.1 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 kedia, Chandra Lekha Singh

72727
SL. No. DATE 12 MAR 2018
NAME
ALT
LMT *[Signature]*



Ravi Kant Kedia



e-1422

Dealer
LINKROSE DISTRIBUTORS PRIVATE LIMITED
Ravi Kant Kedia,
Director / Authorised Signatory

[Signature]
MAYANK KUMAR
LICENSEE
KOLKATA REGISTRATION OFFICE



e-1423

Chandra Lekha Singh



Moham Prasad *[Signature]*
S/o Late K. D. N. Singh
DC-2 Manglam Apartment
Sareidela, Dhanbad,
Jharkhand
Bihar

APPROVED
- 3 MAR 2018

And

- 3.2 **Linkrose Dealer 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- 700033, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, 69/2, Nimitolla 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:

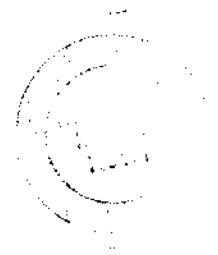
4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *akhala* (brickfield) measuring 12 (twelve) decimal [equivalent to 7.2727 (seven point two seven two seven) *catlab*], more or less, out of 60 (sixty) decimal, being the portion of R.S. *Dag* No. 351, corresponding L.R. *Dag* No. 1721, recorded in L.R. *Khata* No. 330, *Mauza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Union Panchayat* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the Said Property 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:** Singaro Devi was the recorded owner of land classified as *akhala* (brickfield) measuring 44.0022 (forty four point zero zero two two) decimal [equivalent to 26.608 (twenty six point six six eight) *catlab*], more or less, out of 60 (sixty) decimal, being the portion of R.S. *Dag* No. 351, corresponding L.R. *Dag* No. 1721, recorded in L.R. *Khata* No. 330, *Mauza* 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 Singaro Devi:** On or about 18th September, 2004, Singaro Devi, a Hindu, died *intestate* leaving behind her surviving, her 3 (three) daughters, namely, **1** Chandra Lakha Singh (Vendor hereinabove), **2** Chandra Kanti Singh and **3** Chandra Kala Singh, as her only legal heirs who jointly and in equal shares inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.
- 5.1.3 **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.

Ravi Kant Kedia
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- 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, *bugulars* 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.
- 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. 851 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 851.

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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** *has*, 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, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**), had contractual transferable interest and/or right in the Said Property. Sunan 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 *ikhula* (brickfield) measuring 12 (twelve) decimal [equivalent to 7.2727 (seven point two seven two seven) *cutah*], more or less, out of 66 (sixty six) decimal, being the portion of R.S. *Dag* No. 351, corresponding L.R. *Dag* No. 1724, recorded in L.R. *khalian* No. 830, *Mouza* Paulia, J.L. No. 4, Police Station Kharlah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property 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. 18,59,088/- (Rupees eighteen lac fifty nine thousand and eighty eight) 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.

Rs. C. L. Singh
1997





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- 3.1.2 **Absolute:** absolute, irreversible and perpetual.
- 3.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debuttas*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *borgahars* 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.
- 3.1.4 **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.
- 3.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
 - 3.2.1 **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.
 - 3.2.2 **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.
 - 3.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchaser.
 - 3.4 **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.
 - 3.5 **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 whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right in estate therein from under or in trust from the Vendor.
 - 3.6 **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.

Rm C. L. Singh

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