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पश्चिम बंगाल WEST BENGAL

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CONVEYANCE

Date: 22 January 2013 Keds on granze 1.

Place: Kolkata

3. **Parties** 

3.1

Samirannecha Bibi, wife of Lutfar Rahaman, residing at Village Raigachi Pashchim Para, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas (PAN ANIPB0763E)

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Pradip kumer kedns.

# VISHWARAJA INFRADEV PRIVATE LIMITED

VISHNARAJA PROMOTERS PRIVATE LIMITED

Pradip Kumar Kedia

**Director / Authorised Signatory** 



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KOLKATA REGISTRATION OFFICE







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

District:-Kolkata

# Endorsement For Deed Number : I - 01134 of 2013 (Serial No. 00847 of 2013)

#### On 22/01/2013

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

Presented for registration at 16.08 hrs on :22/01/2013, at the Private residence by Pradip Kumar Kedia ,Claimant.

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

Execution is admitted on 22/01/2013 by

- Samirannecha Bibi, wife of Lutfar Rahaman , Raigachi Paschim Para, Kol, Thana:-Rajarhat, P.O. :-Rajarhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession: Others
- 2. Lutfar Rahaman Alias Rahaman Lutfar, son of Late Ajijar Rahaman , Raigachi Paschim Para, Kol, Thana:-Rajarhat, P.O. :-Rajarhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
- 3. Pradip Kumar Kedia Authorised Signatory, Vishwaraja Infradev Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Vishwaraja Promoters Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700016., By Profession: Others

Identified By Habibur Rahaman, son of Lutfar Rahaman, Raigachi, Thana:-Rajarhat, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Student.

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

## On 25/01/2013

## 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.-22,30,301/-

Certified that the required stamp duty of this document is Rs.- 111535 /- and the Stamp duty paid as: Impresive Rs.- 10/-

( Anup Kumar Mandal ) ADDL. REGISTRAR OF ASSURANCES-II

On 30/01/2013

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

( Dulal chandraSaha )
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

30/01/2013 15:02:00



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

# Endorsement For Deed Number : I - 01134 of 2013 (Serial No. 00847 of 2013)

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. 24628/- is paid , by the draft number 752791, Draft Date 24/01/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 30/01/2013

( Under Article : A(1) = 24530/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 30/01/2013)

### **Deficit stamp duty**

Deficit stamp duty Rs. 111535/- is paid , by the draft number 752788, Draft Date 24/01/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 30/01/2013

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



( Dulal chandraSaha ) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

Lutfar Rahaman alias Rahaman Lutfar, son of Late Ajijar Rahman, residing at 3.2 Village Raigachi Pashchim Para, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas (PAN BHZPR8754D) (collectively Vendors, includes successors-in-interest)

#### And

- Vishwaraja Infradev Private Limited, a company incorporated under the 3.3 Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street, represented by its authorized signatory Pradip Kumar Kedia, son of Late Nand Kishore Kedia, of 28, Barrackpore Trunk Road, Kolkata-700002, Police Station Cossipore
- Vishwaraja Promoters Private Limited, a company incorporated under the 3.4 Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street, represented by its authorized signatory Pradip Kumar Kedia, son of Late Nand Kishore Kedia, of 28, Barrackpore Trunk Road, Kolkata-700002, Police Station Cossipore (collectively Purchasers, includes successors-in-interest).

Vendors and Purchasers, collectively **Parties** and individually **Party**.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- Said Property: Land classified as sali (agricultural) measuring 5.7500 (five point seven 4.1 five zero zero) decimal equivalent to 3 (three) cottah 7 (seven) chittack and 29.7 (twenty nine point seven) square feet, more or less [out of 23 (twenty three) decimal equivalent to 13 (thirteen) cottah 15 (fifteen) chittack and 1.3 (one point three) square feet, more or less], being a portion of R.S./L.R. Dag No. 639/734, recorded in L.R. Khatian Nos.507 and 1270, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayat (RBGP No.I), Sub-Registration District Rajarhat, District North 24 Parganas, more fully described in the Schedule below (Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants
- Representations and Warranties Regarding Title: The Vendors represent, 5.1 warrant and covenant regarding title as follows:
- Ownership of Vendor No. 3.1: The Vendor No. 3.1 is the recorded owner of land 5.1.1 measuring 10 (ten) decimal, more or less, being a portion of R.S./L.R. Dag No.639/734, recorded in L.R. Khatian No.507, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas (First Land).

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- 5.1.2 Ownership of Vendor No.3.2: The Vendor No. 3.2 is the recorded owner of land measuring 13 (thirteen) decimal, more or less, being a portion of R.S./L.R. Dag No.639/734, recorded in L.R. Khatian No.1270, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas (Second Land).
- 5.1.3 **Absolute Ownership of Vendors:** In the abovementioned circumstances, the Vendors have become the joint and absolute owners of the First Land and the Second Land and consequently, that of the Said Property which is formed out of the First Land and the Second Land.
- 5.2 **Representations, Warranties and Covenants by Vendors:** The Vendors represent, warrant and covenant as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Statutory Body.
- 5.2.2 No Excess Land: The Vendors do not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 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 Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

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5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

#### 6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchasers is that the Vendors shall 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 shall purchase the same from the Vendors.
- 6.2 Surrender of Rights by Pioneer Prodev Private Limited: Pioneer Prodev Private Limited (Pioneer Prodev), having its registered office at 3<sup>rd</sup> floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender/release such claims in favour of the Purchasers. The Vendors shall have no responsibility or obligation in this regard.

#### 7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 5.7500 (five point seven five zero zero) decimal equivalent to 3 (three) *cottah* 7 (seven) *chittack* and 29.7 (twenty nine point seven) square feet, more or less [out of 23 (twenty three) decimal equivalent to 13 (thirteen) *cottah* 15 (fifteen) *chittack* and 1.3 (one point three) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 639/734, recorded in L.R. *Khatian* Nos.507 and 1270, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Rajarhat, District North 24 Parganas **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.15,65,415/- (Rupees fifteen lac sixty five thousand four hundred and fifteen) paid by the Purchasers to the Vendors, receipt of which the Vendors hereby and by the Receipt And Memo of Consideration hereunder written, admit and acknowledge.

#### 8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or

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- equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- Together with All Other Appurtenances: together with all other rights the 8.1.4 Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- **Subject to:** The transfer being effected by this Conveyance is subject to: 8.2
- **Indemnification:** express indemnification by the Vendors about the correctness of 8.2.1 the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest, 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 by reason of the aforesaid.
- Transfer of Property Act: all obligations and duties of vendor and vendee as 8.2.2 provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Property 8.3 has been handed over by the Vendors to the Purchasers.
- Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on 8.4 the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendors, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendors hereby covenant that the Purchasers and the 8.5 Purchasers' 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- No Objection to Mutation: The Vendors declare that the Purchasers shall be fully 8.6 entitled to mutate the Purchasers' names in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorneys of the Vendors and empower and authorize 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 Vendors undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Property in

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the names of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

8.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, 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, 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 sali (agricultural) measuring 5.7500 (five point seven five zero zero) decimal equivalent to 3 (three) cottah 7 (seven) chittack and 29.7 (twenty nine point seven) square feet, more or less [out of 23 (twenty three) decimal equivalent to 13 (thirteen) cottah 15 (fifteen) chittack and 1.3 (one point three) square feet, more or less], being a portion of R.S./L.R. Dag No. 639/734, recorded in L.R. Khatian Nos.507 and 1270, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration District Rajarhat, District North 24 Parganas together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

## 9. Execution and Delivery

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

	(Samirannecha	Bibi)
	,	
and a	12 213 4	VE SA T

Read over and explained the contents of this document by me to (1) Samirannecha Bibi and (2) Lutfar Rahaman *alias* Rahaman Lutfar in Bengali language, who after understanding the meaning and purport of this document, put their LTI/signature in my

presence.

Signature Habibur Rahama





## Vishwaraja Infradev Private Limited Vishwaraja Promoters Private Limited

(Pradip Kumar Kedia)
Authorized Signatory
[Purchasers]

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Signature Habiber Rohaman	Signature_SUN NOV 150000
Name Habebus Rahaman	Name SK, Noor Islam
Father's Name Lut far Rahaman	Father's Name Yousal Ali
Address Vll-Raignehi	Address Raigachi f.s. Rajarchat
P.S. Rajarchal 24 Jargans (N)	24 lavegainas (N)



#### Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.15,65,415/-(Rupees fifteen lac sixty five thousand four hundred and fifteen) towards full and final payment of the Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Pay Order No. 369209 (Part)	18.01.2013	Axis Bank Limited, Kolkata	6,84,866.25
Pay Order No. 369163 (Part)	17.01.2013	Axis Bank Limited, Kolkata	8,80,548.75
		Total:	15,65,415/-

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(C L. B'L')	-
(Samirannecha Bibi)	

(Lutfar Rahaman alias Rahaman Lutfar)
[Vendors]

Read over and explained the contents of this document by me to (1) Samirannecha Bibi and (2) Lutfar Rahaman *alias* Rahaman Lutfar in Bengali language, who after understanding the meaning and purport of this document, put their LTI/signature in my

presence.

Signature Habiber Roberner

Signature Habeber Rohana Signature SM New 13mm Name Habibur Rahaman Name Sk Noor/slam

ADDITIONAL RECIPITARS
OF ASSURANCES-1 SCLICARA
2 2 JAN 2013



# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Pradip Kumar Kedis,					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
O	0					
1/		Little	Ring	Middle (Left	Fore Hand)	Thumb
	RIS SE					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
SN 8	की के बहुत देश विश्व					
		Thumb	Fore	Middle (Right	Ring Hand)	Little





Dated this 22 day of January, 2013

### Between

Samirannecha Bibi & Anr. ... Vendors

#### And

Vishwaraja Infradev Private Limited & Anr. ... Purchasers

## CONVEYANCE

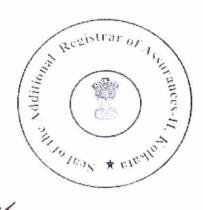
Portion of R.S./L.R. *Dag* No. 639/734 *Mouza* Raigachi District North 24 Parganas

#### Saha & Ray

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

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 6987 to 6999 being No 01134 for the year 2013.



(Dulal chandraSaha) 01-February-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal