

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the Document is admitted to Registration the Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registration Assurances-II, Kolkata

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(Ht)

Me, no. 1373/5

CONVEYANCE

1. Date: 281 March 2013

Marthi Ac dodgatil

2. Place: Rolkata

3. Parties

3.1 **Abdul Jalil Munsh** alias **Abdul Jalil Munshi** alias **Munshi Abdul Jalil**, son of Seikh Ohid Munshi alias Abdul Ohid, residing at Village Raigachi Ghat, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ACQPJ7869J**)

(Vendor, includes successors-in-interest)

Rumbii Abbul Jahil

Herapy

Amilean Bhattaelwye

MOUSUMI GHOSH
LIGENSED STAMP VENDOR
KOLKATA REGISTRATION CAFICE



SOMESHWARA ENCLAVE PRIVATE LIMITED

Amilean Bhottacharye

c-2477

Murshi Abdul jabil



Mohiudolp Molla. Fa. Chariudolin Molla. VII- Langu pata. pas Barr. truf - 135

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

District:-Kolkata

Endorsement For Deed Number: I - 05798 of 2013 (Serial No. 04370 of 2013 and Query No. L000006641 of 2013)

On 28/03/2013

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

Presented for registration at 19.14 hrs on :28/03/2013, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 28/03/2013 by

- 1. Abdul Jalil Munsh Alias Abdul Jalil Munshi, son of Seikh Ohid Munshi, Raigachi Ghat, Kol, Thana:-Rajarhat, P.O.:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Muslim, By Profession: Others
- 2. Anirban Bhattacharya

Authorised Signatory, Someshwara Enclave Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

. By Profession: Others

Identified By Mohiuddin Molla, son of C Molla, Langalpota, Kol, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste: Muslim, By Profession: Business.

On 30/03/2013

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.-19.69.065/-

Certified that the required stamp duty of this document is Rs.- 98473 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

On 27/04/2013

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. 21757/- is paid, by the draft number 755746, Draft Date 03/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 27/04/2013

(Under Article: A(1) = 21659/-, E = 14/-, E = 55/-, M(a) = 25/-, M(b) = 4/- on 27/04/2013)

Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

27/04/2013 13:30:00



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

Endorsement For Deed Number: I - 05798 of 2013 (Serial No. 04370 of 2013 and Query No. L000006641 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 93473/- is paid , by the draft number 755745, Draft Date 03/04/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 27/04/2013

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



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ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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And

Someshwara Enclave Private Limited, a company incorporated under the 3.2 Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS5453Q), represented by its authorized signatory Anirban Bhattacharya, son of Giridhari Bhattacharya, working for gain at 99A, Park Street, Kolkata-700016, Police Station Park Street (Purchaser, includes successors-in-interest).

Vendor and Purchaser, collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- Said Property: Land classified as sali (agricultural) measuring 5.0765 (five point zero 4.1 seven six five) decimal equivalent to 3 (three) cottah 1 (one) chittack and 6.33 (six point three) square feet, more or less [out of 87 (eighty seven) decimal equivalent to 52 (fifty two) cottah 10 (ten) chittack and 7.2 (seven point two) square feet, more or less], being a portion of R.S./L.R. Dag No.639, recorded in L.R. Khatian No. 560, Mouza Raigachi, I.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 and the said Dag No. 639 being delineated on the Plan annexed hereto and bordered in colour Red thereon (Said Property) together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:
- Record of Rights of Vendor: Abdul Jalil Munsh alias Abdul Jalil Munshi alias 5.1.1 Munshi Abdul Jalil (the Vendor herein) is the recorded owner of the Said Property who got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat in L.R. Khatian No. 560 in respect of inter alia the entirety of the Said Property.
- Ownership of Vendor: In the abovementioned circumstances, the Vendor has 5.1.2 become the sole and absolute owner of the Said Property.
- 5.2 Representations, Warranties and Covenants by Vendor: The Vendor represents, warrants and covenants as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Statutory Body.
- 5.2.2 No Excess Land: The Vendor does 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.

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- 5.2.3 No Encumbrance by Act of Vendor: The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the 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, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same from the Vendor.
- 6.2 **Surrender of Rights:** Pioneer Prodev Private Limited, having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 and Sekh Moinuddin, son of Abdul Jalil Munsh alias Abdul Jalil Munshi, of Raigachi Ghat, Rajarhat, Kolkata-700135, North 24 Parganas have been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, they have agreed to surrender/release such claims in favour of the Purchaser. The Vendor shall have no responsibility or obligation in this regard.





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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, described in the Schedule below, being land classified as sali (agricultural) measuring 5.0765 (five point zero seven six five) decimal equivalent to 3 (three) cottah 1 (one) chittack and 6.3 (six point three) square feet, more or less [out of 87 (eighty seven) decimal equivalent to 52 (fifty two) cottah 10 (ten) chittack and 7.2 (seven point two) square feet, more or less], being a portion of R.S./L.R. Dag No.639, recorded in L.R. Khatian No. 560, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Rajarhat, District North 24 Parganas, more fully described in the **Schedule** below and the said *Dag* No. 639 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.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.19,65,590/- (Rupees nineteen lac sixty five thousand five hundred and ninety) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt And Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

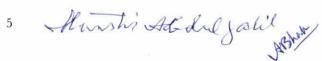
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** 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

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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 and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendor hereby covenants that the Purchaser and the 8.5 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 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 Vendor holds and owns any land contiguous to the Said Property and such land 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 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 any land held or owned by the Vendor contiguous to the Said Property 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.





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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.

8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or their successors-in-interest and/or 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 *sali* (agricultural) measuring 5.0765 (five point zero seven six five) decimal equivalent to 3 (three) *cottah* 1 (one) *chittack* and 6.33 (six point three three) square feet, more or less [out of 87 (eighty seven) decimal equivalent to 52 (fifty two) *cottah* 10 (ten) *chittack* and 7.2 (seven point two) square feet, more or less], being a portion of R.S./L.R. *Dag* No.639, recorded in L.R. *Khatian* No. 560, *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, the said *Dag* No. 639 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./L.R. Dag No. 640

On the East : By R.S./L.R. Dag Nos. 638 and 688
On the South : By R.S./L.R. Dag No. 650 and 690
On the West : By R.S./L.R. Dag Nos. 641, 643 and 644

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

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. DagNo.	R.S./ L.R. Khatia n No.	Nature of Land	Total Area of Dag (In Decimal)	Total Area Sold (In Decimal)	Name of Recorded Owner
Raigachi	639	560	Sali	87	5.0765	Abdul Jalil Munsh <i>alias</i> Abdul Jalil Munshi
		To	otal Area o	Land Sold:	5.0765	

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Execution and Deliver

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

(Abdul Jalil Munsh alias Abdul Jalil Munshi alias Munshi Abdul Jalil)
[Vendor]

Read over and explained the contents of this document by me to Abdul Jalil Munsh alias Abdul Jalil Munshi alias Munshi Abdul Jalil in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature____

Someshwara Enclave Private Limited

Amban Bhattacharya)

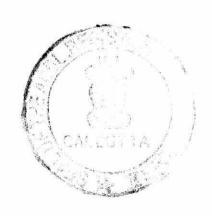
(Anirban Bhattacharya)

Authorized Signatory

[Purchaser]

Witnesses:

Signature Mohindelin Mold.	Signature SK Mained Uni
Name MOHIUDDIN MOLLA	Name SK MAINUDDIN
Father's Name Chamuddin	Father's Name Africal Salil
Address In yell porter, Po Musia yell	Address Ruigachi
P.S. Barast, 24 PSS. Kaf- 135	Ps+Po- Rajarhad Kal-135



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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.19,65,590/-(Rupees nineteen lac sixty five thousand five hundred and ninety) 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. 373297 (Part)	23.03.2013	Axis Bank Limited	19,65,590/-	
		Total:	19,65,590/-	

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(Abdul Jalil Munsh alias Abdul Jalil Munshi alias Munshi Abdul Jalil) [Vendor]

Read over and explained the contents of this document by me to Abdul Jalil Munsh alias Abdul Jalil Munshi alias Munshi Abdul Jalil in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

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Witnesses:

Signature Mohjudolin Molla Signature 5k Alained dr

Name MOHILDDIN MOLLA

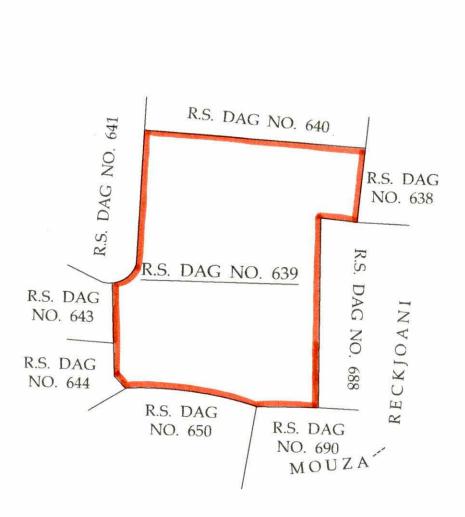
Name SK MAINUDDIN



ADDITIONAL REGISTRAR
OF A MARIE SUBSCILICATA
2 8 MAR 2013

SITE PLAN OF R.S./L.R. DAG NO.- 639, L.R. KHATIAN NO.- 560, MOUZA- RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 639 is 87 DECIMAL



Murshi About you'l

SOMESHWARA ENCLAVE PRIVATE LIMITED

Anilean Bhotacharys

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND : 5.0765 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 87 DECIMAL OF R.S./L.R. DAG NO.- 639 .

SHOWN THUS:-



ADDITIONAL REGISTRAR

OF ASSURANCE SHOULKATA

2 8 MAR 2013

SPECIMEN FORM FOR TEN FINGER PRINTS

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Mur	ichi dul alic					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
						* No.
		Little	Ring	Middle (Left	Fore Hand)	Thumb
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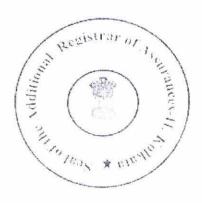


ADDITIONAL REGISTIDAR OF ASSURANCES-II, KOLKATA 2 8 MAR 2013

*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 4066 to 4079 being No 05798 for the year 2013.



(Dulal chandraSaha) 02-May-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal



Dated this 28 day of Movech, 2013

Between

Abdul Jalil Munshi alias Munshi Abdul Jalil Vendor

And

Someshwara Enclave Private Limited ... Purchaser

CONVEYANCE

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

Saha & Ray

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