

00858/2013 RG-99

1129/2013



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पश्चिम बंगाल WEST BENGAL

60AA 002548

Additional Registrar of Assurances II
Kolkata
22/1/13



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the parts of this document.

Additional Registrar of Assurances-II, Kolkata

Case No-185/13

200
250
July

22/1/13

CONVEYANCE

1. **Date:** 22nd January 2013

সমীক্ষক জনাব

2. **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**)
(Vendor, includes successors-in-interest)

সমীক্ষক জনাব

Pkeds

Pkeds

Sl. No. 57554 DATE.....

17 DEC 2012

NAME.....

ADD.....

AMT. 10/-



Pradip Kumar Kedia



e-420

VISHWARAJA CONSTRUCTIONS PRIVATE LIMITED

Pradip Kumar Kedia
Director/Authorized Signatory

M Ghosh

MOUSUMI GHOSH
LICENSED SIGNER/MENDOR
KOLKATA REGISTRATION OFFICE



e-422

জসীমুদ কোম্পানি

IDENTIFIED BY

Habibun Rohaman.
S/o Lutfas Rahaman
Vill. Raigachi
P.S. Rayachhat
24 Fargans (W)
Student

+

ADDITIONAL REGISTRAR
OF ASSURANCE-1, KOLKATA
22 JAN 2013





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

Endorsement For Deed Number : I - 01129 of 2013
(Serial No. 00858 of 2013)

On 22/01/2013

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

Presented for registration at 16.06 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

1. 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. Pradip Kumar Kedia
Authorised Signatory, Vishwaraja Construction 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.

(Dulal 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.-19,39,392/-

Certified that the required stamp duty of this document is Rs.- 96990 /- and the Stamp duty paid as: Impressive Rs.- 10/-

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

On 30/01/2013

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

30/01/2013 15:00:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 01129 of 2013

(Serial No. 00858 of 2013)

Rs. 21427/- is paid , by the draft number 752779, Draft Date 24/01/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 30/01/2013

(Under Article : A(1) = 21329/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 30/01/2013)

Deficit stamp duty

Deficit stamp duty Rs. 96990/- is paid , by the draft number 752784, 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 chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

And

- 3.2 **Vishwaraja Constructions Private Limited**, a company incorporated under the 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 (**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 *sali* (agricultural) measuring 5.0000 (five point zero zero zero zero) decimal equivalent to 3 (three) *cottah* and 18 (eighteen) *chittack*, more or less, being a portion of R.S./L.R. *Dag* No.639, recorded in L.R. *Khatian* No. 507, *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 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:

- 5.1.1 **First Purchase by Vendor:** By a Deed of Sale in Bengali Language (*Kobala*) dated 20th May, 1966, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, Volume No. 66, at Pages 193 to 195, being Deed No.4390 for the year 1966, the Vendor purchased from Tufani Bibi land measuring 32 (thirty two) decimal, more or less, being a portion of C.S. *Dag* No.609 corresponding to R.S. *Dag* No.639, recorded in R.S. *Khatian* Nos.867 and 869, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas, for the consideration mentioned therein (**First Purchased Land**).

- 5.1.2 **Second Purchase by Vendor:** By a Deed of Sale in Bengali Language (*Kobala*) dated 13th July, 1966, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, Volume No. 94, at Pages 99 to 101, being Deed No.6429 for the year 1966, the Vendor purchased from Tufani Bibi land measuring 11.50 (eleven point five zero) decimal, more or less, being a portion of C.S. *Dag* No.609 corresponding to R.S. *Dag* No.639, recorded in C.S. *Khatian* No.43, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, District North 24 Parganas, for the consideration mentioned therein (**Second Purchased Land**).

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ADDITIONAL REGISTRAR
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22 JAN 2013



- 5.1.3 **Record of Rights of Vendor:** The Vendor got her name recorded in L.R. *Khatian* No.507 of the Land Reforms Settlement in respect of land measuring 20 (nineteen) decimal, more or less, comprised in the First Purchased Land and the Second Purchased Land (**Mother Property**).
- 5.1.4 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the Mother Property and consequently, that of the Said Property which is a portion of and comprised in the Mother 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.
- 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, *debentures*, 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.

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OF ASSURANCE-1, KOLKATA
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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 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 by Pioneer Prodev Private Limited:** Pioneer Prodev Private Limited (**Pioneer Prodev**), having its registered office at 3rd 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 Purchaser. The Vendor shall have no responsibility or obligation in this regard.

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 5.0000 (five point zero zero zero zero) decimal equivalent to 3 (three) *cottah* and 18 (eighteen) *chittack*, more or less, being a portion of R.S./L.R. *Dag* No.639, recorded in L.R. *Khatian* No. 507, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, 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 **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 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.13,61,250/- (Rupees thirteen lac sixty one thousand two hundred and fifty) 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





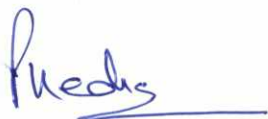


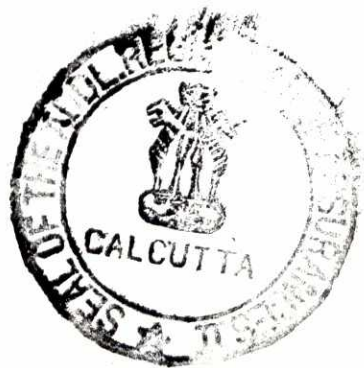
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AGENT IN CHARGE
OF REGISTRAR OF COMPANIES, CALCUTTA
22 JAN 2013

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 and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, 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 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, outgoing and levies of or on 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 Vendor, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's 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 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's names 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 cooperate with the Purchaser in all respect to cause mutation of the Said Property in the





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ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
22 JAN 2013

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

- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its 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 5.0000 (five point zero zero zero zero) decimal equivalent to 3 (three) *cottah* and 18 (eighteen) *chittack*, more or less, being a portion of R.S./L.R. *Dag* No.639, recorded in L.R. *Khatian* No. 507, *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 portion of R.S./L.R. *Dag* No. 638 and by R.S./L.R. *Dag* No.688 of *Mouza* Reckjoani
- On the South** : By R.S./L.R. *Dag* No. 650 and by R.S./L.R. *Dag* No.690 of *Mouza* Reckjoani
- On the West** : By R.S./L.R. *Dag* No.643 and 644 and by portion of R.S./L.R. *Dag* No.641

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.

9. Execution and Delivery

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

সমীরুন্নেছা বিবি

(Samirannecha Bibi)
[Vendor]

Read over and explained the contents of this document by me to Samirannecha Bibi in Bengali language, who after understanding the meaning and purport of this document,



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 JAN 2013

put her LTI/signature in my presence.

Signature Habibur Rahaman

Vishwaraja Constructions Private Limited

Pradip Kumar Kedia
(Pradip Kumar Kedia)
Authorized Signatory
[Purchaser]

Witnesses:

Signature Habibur Rahaman

Name Habibur Rahaman

Father's Name Lut far Rahaman

Address Vij Raigachi P.S. Rajachhat

24 Pavaganas (N)

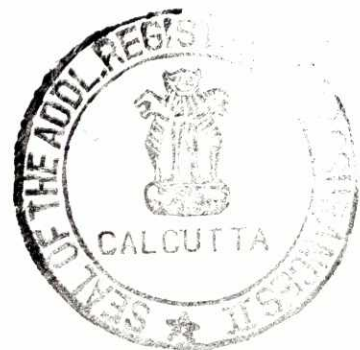
Signature SK Noor Istem.

Name SK Noor Istem

Father's Name Yousaf Ali

Address Raigachi P.S. Rajachhat

24 Pavaganas (N)



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OF ASSURANCES, CALCUTTA
22 JAN 2013

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.13,61,250/- (Rupees thirteen lac sixty one thousand two hundred and fifty) 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. 369161 (Part)	17.01.2013	Axis Bank Limited, Kolkata	13,61,250/-
Total:			13,61,250/-

সমিরান্‌চা বিবি

(Samirannecha Bibi)
[Vendor]

Read over and explained the contents of this document by me to Samirannecha Bibi in Bengali language, who after understanding the meaning and purport of this document, put her LTI/signature in my presence.

Signature Habibur Rahman

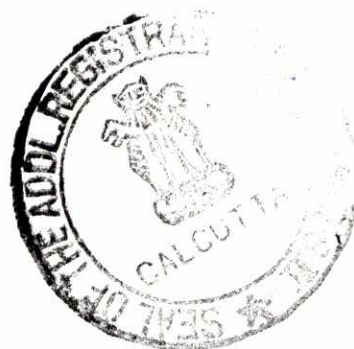
Witnesses:

Signature Habibur Rahman

Signature SU MOUS Islam

Name Habibur Rahman

Name SK MOUS Islam

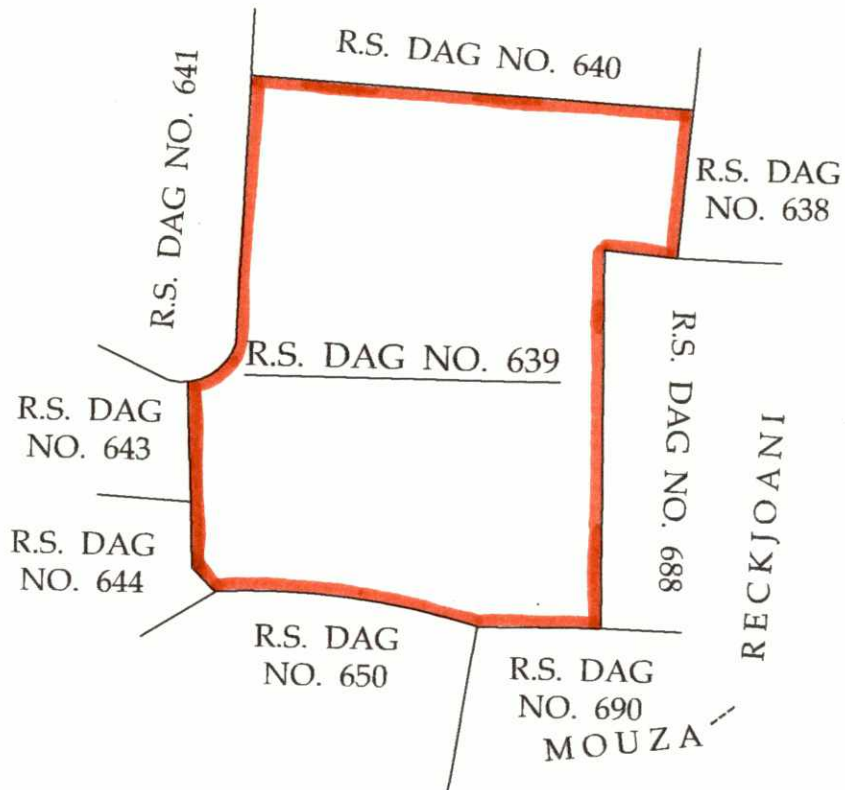


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ADDITIONAL REGISTRAR
OF COMPANIES, CALCUTTA
22 JAN 2013

SITE PLAN OF R.S./L.R. DAG NO.- 639, L.R. KHATIAN NO.- 507, 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



VISHWARAJA CONSTRUCTIONS PRIVATE LIMITED

Pradip Kumar Kedia,
Director / Authorised Signatory

স্বাক্ষরিত

NAME & SIGNATURE OF THE VENDOR/S :



LEGEND : 5.0000 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 87 DECIMAL OF R.S./L.R. DAG NO.- 639 .

SHOWN THUS :-

4
ADDITIONAL REGISTRAR
OF AGENCIES, KERALA
22 JAN 2013



SPECIMEN FORM TEN FINGER PRINTS

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



ADDITIONAL REGISTRAR
OF COMPANIES, CALCUTTA
22 JAN 2013

Dated this 22nd day of January, 2013

Between

**Samirannecha Bibi
... Vendor**

And

**Vishwaraja Constructions 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 6947 to 6960
being No 01129 for the year 2013.




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