

04015/2012

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पश्चिम बंगाल WEST BENGAL

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 Ms. A, S, 769
 Additional Registrar of Assurances-II
 Kolkata



Certified that the Document is admitted to Registration. The Signature Sheet and the enforcement sheets annexed in this document are the part of this Document.

Additional Registrar
 of Assurances, Kolkata
 10/4/12

CONVEYANCE

200
100
300

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1. **Date:** 7th April 2012
2. **Place:** Kolkata
3. **Parties**
 - 3.1 **Habibar Rahaman alias Habibar Rahman**, son of Aabdur Rahim, residing at Village Raigachi Ghat, Munshi Para, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas
(Vendor, includes successors-in-interest)

Handwritten signature and date: 7/4/12

1428/8

Sulasta Chatterjee

Filed to.....
 Address.....
13 FEB 2012
 Value.....
 L. S.
 High Court

SAHA & RAY
 Advocates
 3rd Floor, Hastings Chambers
 7C, Kiran Shankar Roy Road
 Kolkata - 700011



C-2430

BRIM VINIMAY PRIVATE LIMITED

Sulasta Chatterjee
Authorised Signatory



C-2431

সীমাবদ্ধ



AD

সহকারী সিনিয়র
 কলেক্টর
 কলকাতা
 ডি.সি.ও.
 কলকাতা

RECEIVED
 - 13 FEB 2012

And

- 3.2 **Brim Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECB6601R**), represented by its authorized signatory Subrata Chakroborty, son of Satinath Chakroborty, of 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

- 4.1 **Said Property:** *Sali* (agricultural) land measuring 3.9933 (three point nine nine three three) decimal equivalent to 2 (two) *cottah* 6 (six) *chittack* and 32.53 (thirty two point five three) square feet, more or less [out of 87 (eighty seven) decimal equivalent to 2 (two) *bigha* 12 (twelve) *cottah* 11 (eleven) *chittack* and 28.63 (twenty eight point six three) square feet, more or less], comprised in R.S./L.R. *Dag* No. 639, recorded in L.R. *Khatian* No.1513, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within Rajarhat-Bishnupur No. 1 *Gram Panchayat* (**RBGP No.I**), Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever 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 **Ownership of Vendor:** The Vendor is the recorded owner of the entirety of the Said Property.
- 5.1.2 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the entirety of the Said Property.
- 5.1.3 **Said Agreement of Said Property:** By an Agreement dated 17th October, 2006 (**Said Agreement**), the Vendor had agreed to sell the Said Property, to Jenco Developers Private Limited (**Jenco**). Jenco paid to the Vendor a total sum of Rs.30,000/- (Rupees thirty thousand) (**Said Advance**) under the Said Agreement.
- 5.1.4 **Assignment to Green Oaks Developers:** By an Agreement dated 8th October, 2010 (**First Assignment Agreement**), Jenco assigned to Green Oaks Developers (**Green Oaks**) and its assigns *inter alia* all rights of any and every nature whatsoever of Jenco in the Said Property acquired by virtue of the Said Agreement and/or against the Vendor under the Said Agreement and/or otherwise together with the benefit of the Said Advance.

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- 5.1.5 **Assignment to Siddha Projects Private Limited:** By an Agreement dated 7th November, 2011 (**Second Assignment Agreement**), Green Oaks further assigned to Siddha Projects Private Limited (**Siddha Projects**) and its assigns *inter alia* all rights of any and every nature whatsoever of Green Oaks in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement and/or against the Vendor under the Said Agreement and the First Assignment Agreement and/or otherwise together with the benefit of the Said Advance.
- 5.1.6 **Assignment to Purchaser:** By an Agreement dated 28th November, 2011 (**Third Assignment Agreement**), Siddha Projects assigned to the Purchaser and its assigns *inter alia* all rights of any and every nature whatsoever of Siddha Projects in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement, the Second Assignment Agreement and/or against the Vendor under the Said Agreement, First Assignment Agreement and the Second Assignment Agreement and/or otherwise together with all benefits under the Said Agreement, First Assignment Agreement and the Second Assignment Agreement together with the benefit of the Said Advance.
- 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, vestings, *bargadars* and liabilities

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 21/11/11

date



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 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 *sali* (agricultural) land measuring 3.9933 (three point nine nine three three) decimal equivalent to 2 (two) *cottah* 6 (six) *chittack* and 32.53 (thirty two point five three) square feet, more or less [out of 87 (eighty seven) decimal equivalent to 2 (two) *bigha* 12 (twelve) *cottah* 11 (ten) *chittack* and 28.63 (twenty eight point six three) square feet, more or less], comprised in R.S./L.R. *Dag* No.639, recorded in L.R. *Khatian* No.1513, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, 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.4,35,618/- (Rupees four lac thirty five thousand six hundred and eighteen) 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:

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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, *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 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.

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date



- 8.6 **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 cooperate with the Purchaser in all respect to cause 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.
- 8.7 **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)

Sali (agricultural) land measuring 3.9933 (three point nine nine three three) decimal equivalent to 2 (two) *cottah* 6 (six) *chittack* and 32.53 (thirty two point five three) square feet, more or less [out of 87 (eighty seven) decimal equivalent to 2 (two) *hgha* 12 (twelve) *cottah* 11 (eleven) *chittack* and 28.63 (twenty eight point six three) square feet, more or less], comprised in R.S./L.R. *Dag* No. 639, recorded in L.R. *Khatian* No.1513, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within Rajarhat-Bishnupur No. 1 *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, 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. <i>Dag</i> Nos.640 and 641
On the East	:	By R.S./L.R. <i>Dag</i> No.638 of <i>Mouza</i> Raigachi and by R.S./L.R. <i>Dag</i> No.688 of <i>Mouza</i> Reckjoani
On the South	:	By R.S./L.R. <i>Dag</i> No.650 of <i>Mouza</i> Raigachi and by R.S./L.R. <i>Dag</i> No.690 of <i>Mouza</i> Reckjoani
On the West	:	By R.S./L.R. <i>Dag</i> 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.

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9. Execution and Delivery

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

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**(Habibar Rahaman)
[Vendor]**

Read over and explained the contents of this document by me to Habibar Rahaman *alias* Habibar Rahman in Bengali language, who after understanding the meaning and purport of this document, put his ~~HH~~ signature in my presence.

Signature *Malik Borko*

Brim Vinimay Private Limited

Subrata Chakroborty

**(Subrata Chakroborty)
Authorized Signatory
[Purchaser]**

Witnesses:

Signature <u><i>Malik Borko</i></u>	Signature <u><i>Subrata Chakroborty</i></u>
Name <u><i>Malik Borko</i></u>	Name <u><i>Subrata Chakroborty</i></u>
Father's Name <u><i>Kali Sahin Borah</i></u>	Father's Name <u><i>Subrata Chakroborty</i></u>
Address <u><i>Kaigachi</i></u>	Address <u><i>Kaigachi</i></u>
<u><i>Kajantat</i></u>	<u><i>Kajantat</i></u>



Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.4,35,618/- (Rupees four lac thirty five thousand six hundred and eighteen) 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.)
Cheque No.274050 (Part)	16.10.2006	Tamilnad Mercantile Bank Limited, N.S. Road Branch, Kolkata	30,000/-
Cash	07.04.2012	_____	4,05,618/-
Total:			4,35,618/-

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(Habibar Rahaman)
[Vendor]

Read over and explained the contents of this document by me to Habibar Rahaman alias Habibar Rahman in Bengali language, who after understanding the meaning and purport of this document, put his ~~signature~~ in my presence.

Signature Mahab Bexho

Witnesses:

Signature Mahab Bexho

Name Mahab Bexho

Signature ৬.১৪৩ ০২ ১১ ০০ ০০

Name ৬.১৪৩ ০২ ১১ ০০ ০০

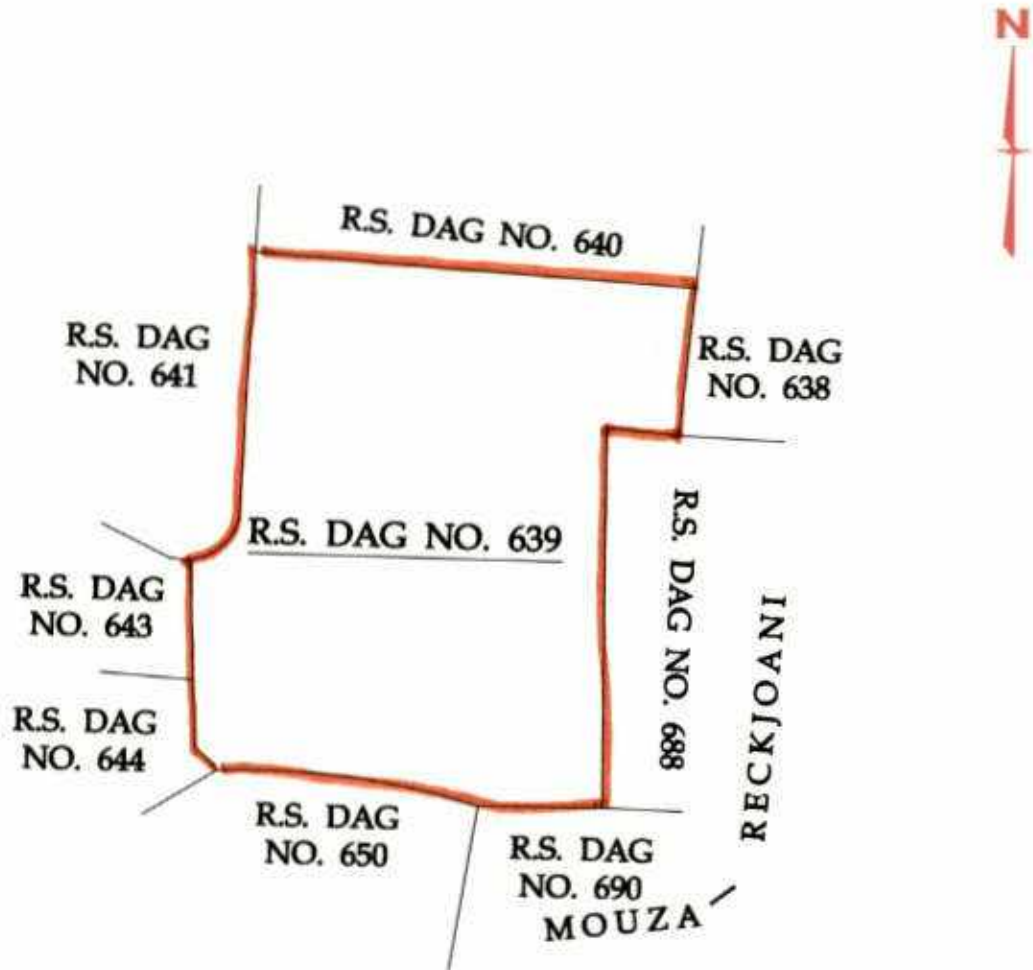


Handwritten signature
- 7 APR 2012



SITE PLAN OF R.S./L.R. DAG NO.- 639, L.R. KHATIAN NO.- 1513, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH 24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 639 is 87 DECIMAL



Handwritten signature in Bengali script.

Brim Vinimay Pvt. Ltd.

Sulagna Chakrabarti
Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S :

LEGEND : 3.9933 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 87 DECIMAL OF R.S./L.R. DAG NO.- 639 .

SHOWN THIS :-



SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No. Signature of the Presentant, Executant/s and/or Vendor/s and Purchaser/s



Subrata Chandra

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



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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)				





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

Endorsement For Deed Number : I - 04295 of 2012
(Serial No. 04015 of 2012)

On

Payment of Fees:

On 07/04/2012

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

Presented for registration at 16.00 hrs on :07/04/2012, at the Private residence by Subrata Chakroborty ,Claimant.

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

Execution is admitted on 07/04/2012 by

1. Habibar Rahaman Alias Habibar Rahman, son of Aabdur Rahim , Raigachi Ghat, Munshi Para, Kol, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Rajarhat Pin :-700135 , By Caste Muslim, By Profession : Others
2. Subrata Chakroborty
Authorised Signatory, Brim Vinimay Pvt Ltd, Siddha Park, 6th Floor, 99 A, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .
By Profession : Others

Identified By Safiur Rahman, son of Kutubuddin , Raigachi, Rajarhat, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

On 09/04/2012

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.-4,51,769/-

Certified that the required stamp duty of this document is Rs.- 22598 /- and the Stamp duty paid as Impresive Rs.- 10/-

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

On 10/04/2012

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.



(Abani KumarDey)
ADDL. REGISTRAR OF ASSURANCES-II

10/04/2012 12:11:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 04295 of 2012
(Serial No. 04015 of 2012)

Payment of Fees:

Amount By Cash

Rs. 5052.00/-, on 10/04/2012

(Under Article : A(1) = 4961/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 10/04/2012)

Deficit stamp duty

Deficit stamp duty Rs. 22598/- is paid42577309/04/2012State Bank of India, DALHOUSIE SQUARE,
received on 10/04/2012.

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

Dated this 7th day of April, 2012

Between

**Habibar Rahaman *alias* Habibar Rahman
... Vendor**

And

**Brim Vinimay Private Limited
... Purchaser**

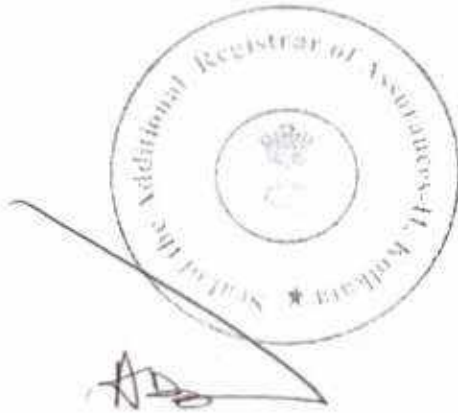
CONVEYANCE

**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 17
Page from 6064 to 6077
being No 04295 for the year 2012.



(Abani Kumar Dey) 26-April-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal