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CONVEYANCE

1. Date: 14th May 2012

2. Place: Kolkata

3. Parties

3.1 **Beni Madhab Paul** alias **Beneemadhab Pal**, son of Late Binoy Krishna Paul, residing at No.11, Rail Gate, Rishi Bankim Sarani, Lichubagan, Hariharpur, Post Office Hridaypur, PIN-700127, Police Station Barasat, North 24 Parganas (PAN **AFNPP8278B**)

(Vendor, includes successors-in-interest)

Beni Paul *Ad* *Wtshn*

Ashish more



3351

ADVIKA PROMOTERS PVT. LTD.

Ashish more

Director

14714

Sold to.....
Address.....
2 6 APR 2012
Vala.....
L.S.A.
High Court A.S.

SAHA & RAY
Advocates
3rd Floor, Hastings Chambers
Khan Shantir Roy Road
Kolkata - 700001.



3352

Beni Madhab Paul

3353



CLEMATIS DEALCOM PRIVATE LIMITED

Siddheshwar Bhatnagar

Director / Authorised Signatory

Ad

I identified by:

Detassish Das

S/o Late. Swapan Das

Dashadrona, P.O. Rgopalpur

Thana Baginhati

Kolkata - 700013G

14 MAY 2012

And

- 3.2 **Clematis Dealcoms Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria (**PAN AAEC7606F**), represented by its director Siddhartha Bhalotia, son of Ram Gopal Bhalotia, of 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belghoria
- 3.3 **Advika Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAKCA1936G**), represented by its director Ashish More, son of Rajendra Prasad Agarwal, of 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street
(collectively **Purchasers**, includes successors-in-interest)

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** *Danga* land measuring 13.2 (thirteen point two) decimal equivalent to 8 (eight) *cottah*, more or less [out of 56 (fifty six) decimal equivalent to 1 (one) *bigha* 13 (thirteen) *cottah* 14 (fourteen) *chittack* and 39.6 (thirty nine point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 651, recorded in L.R. *Khatian* No. 835, *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 Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below and the said *Dag* No. 651 being 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.

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 Mangal Jan Hazra And Anr.:** Mangal Jan Hazra and Golam Chharoar (**Mangal Jan And Anr.**) were the owners of land measuring 25 (twenty five) decimal, more or less, comprised in R.S. *Dag* No. 651, recorded in R.S. *Khatian* No.472, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas (**Mangal Jan And Anr's Land**).
- 5.1.2 **Sale to Bellal Mondal:** By a Deed of Conveyance in Bengali Language (*Kobala*) dated 14th December, 1979, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, Volume No.174, at Pages 23 to 26, being Deed No. 8033 for the year 1979, Mangal Jan And Anr. jointly sold, conveyed and transferred to Bellal





Mondal the entirety of Mangal Jan And Anr's Land, for the consideration mentioned therein.

- 5.1.3 **Record of Rights of Bellal Mondal:** Bellal Mondal recorded his name in L.R. *Khatian* No.835 in respect of Mangal Jan And Anr's Land.
- 5.1.4 **Sale to Vendor:** By a Deed of Conveyance in Bengali language (*Kobala*) dated 26th June, 1984, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No.I, Volume No.38F, at Pages 35 to 42, being Deed No.3441 for the year 1984, Bellal Mondal sold, conveyed and transferred to the Vendor the Said Property, formed out of Mangal Jan And Anr's Land, for the consideration mentioned therein.
- 5.1.5 **Absolute Ownership of Vendor:** In the above mentioned circumstances, the Vendor has become the 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.
- 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 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 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, *debatters*, 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


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14 MAY 2012

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 Purchasers is that the Vendor 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 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 Purchasers. 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 Purchasers 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 *danga* land measuring 13.2 (thirteen point two) decimal equivalent to 8 (eight) *cottah*, more or less [out of 56 (fifty six) decimal equivalent to 1 (one) *bigha* 13 (thirteen) *cottah* 14 (fourteen) *chittack* and 39.6 (thirty nine point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 651, recorded in R.S./L.R. *Khatian* No. 835, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, the said *Dag* No. 651 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.14,40,000/- (Rupees fourteen lac and forty thousand) paid by the Purchasers 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.






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- 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 Purchasers 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 Purchasers and/or the Purchasers' successors-in-interest and/or assigns, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and/or assigns by reason of the aforesaid.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and the Purchasers' successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.







- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorney of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the names of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 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 Purchasers 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)**

Danga land measuring 13.2 (thirteen point two) decimal equivalent to 8 (eight) *cottah*, more or less [out of 56 (fifty six) decimal equivalent to 1 (one) *bigha* 13 (thirteen) *cottah* 14 (fourteen) *chittack* and 39.6 (thirty nine point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 651, recorded in L.R. *Khatian* No. 835, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, the said *Dag* No. 651 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. 650
- On the East** : By R.S./L.R. *Dag* No. 690, 691 and portion of R.S./L.R. *Dag* No. 711 of *Mouza* Reckjoani
- On the South** : By R.S./L.R. *Dag* No. 712 and 713 of *Mouza* Reckjoani
- On the West** : By R.S./L.R. *Dag* No. 652 and 653

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.

Beni Madhab Paul
(Beni Madhab Paul *alias* Beneemadhab Pal)
[Vendor]

Clematis Dealcoms Private Limited

Advika Promoters Private Limited

Siddhartha Bhalotia
Director
(Siddhartha Bhalotia)
[Purchasers]

Ashish More
Director
(Ashish More)
[Purchasers]

Witnesses:

Signature Debasish Das
Name Debasish Das
Father's Name Late Swapan Das
Address Darhedrone PO-Roopapur
Thana - Baguhati, Kolkata - 136

Signature Dipankar
Name DIPANKAR
Father's Name LATE Manick Lankar
Address R - Gop of Pm
P.S. Ais Road Cal. 136

drafted by me
Su
(SURYANTA BASU)
+awcdt



1 4 MAY 2012



Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.14,40,000/- (Rupees fourteen lac and forty thousand) 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.)
Manager's Cheque No.187739	14.05.2012	HDFC Bank, Stephen House Branch, Kolkata	7,20,000/-
Demand Draft No.004996	14.05.2012	ICICI Bank, Portuguese Church Street Branch, Kolkata	7,20,000/-
		Total:	14,40,000/-

Beni Madhab Paul

(Beni Madhab Paul alias Beneemadhab Pal)
[Vendor]

Witnesses:

Signature *Debasish Das*

Name *Debasish Das*

Signature *Dipak Kar*

Name *DIPAK KAR*

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14 MAY 2012

A handwritten arrow points from the date stamp to the circular stamp above.

SITE PLAN OF R.S./L.R. DAG NO.- 651, L.R. KHATIAN NO.- 835, 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. 651 is 56 DECIMAL



GLEMATIS DEALCOM PRIVATE LIMITED
Siddhanta Bhattacharya
Director / Authorised Signatory

ADVIKA PROMOTERS PVT. LTD.
Ashish Kumar
Promoter

NAME & SIGNATURE OF THE VENDOR/S :

LEGEND : 13.2000 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 56 DECIMAL OF R.S./L.R. DAG NO.- 651 .

SHOWN THUS :- 



1 4 MAY 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
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Deep Madhok Paul

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



Ashish more

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



Abhishek Bhatnagar

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

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

Endorsement For Deed Number : I - 05876 of 2012
(Serial No. 05448 of 2012)

On

Payment of Fees:

On 14/05/2012

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

Presented for registration at 18.00 hrs on :14/05/2012, at the Private residence by Ashish More , one of the Claimants.

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

Execution is admitted on 14/05/2012 by

1. Beni Madhab Paul Alias Baneemadhab Pal, son of Late Binoy Krishna Paul , 11, Rail Gate, Bankim Sarani, Lichu Bagan, Hariharpur, Kol, Thana:-Barasat, P.O. :-Hridaypur ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700127, By Caste Hindu, By Profession : Others
2. Siddhartha Bhalotia
Director, Clematis Dealcoms Pvt Ltd, 53/4, P. N Middya Road, Kol, Thana:-Belghoria, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700056.
, By Profession : Business
3. Ashish More
Director, Advika Promoters Pvt Ltd, 14, Netaji Subhas Road, Kol, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business

Identified By Debasish Das, son of Late Swapan Das, Dashadrone, Kol, Thana:-Baguiati, P.O. :-R. Gopalpur ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste: Hindu By Profession: Others.

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

On 15/05/2012

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.-14,93,339/-

Certified that the required stamp duty of this document is Rs.- 74677 /- and the Stamp duty paid as Impresive Rs. - 10/-

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

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



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

Endorsement For Deed Number : I - 05876 of 2012
(Serial No. 05448 of 2012)

On 17/05/2012

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.

Payment of Fees:

Amount By Cash:

Rs. 16514.00/-, on 17/05/2012

(Under Article : A(1) = 16423/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 17/05/2012)

Deficit stamp duty

Deficit stamp duty Rs. 74677/- is paid03246116/05/2012State Bank of India, DALHOUSIE SQUARE,
received on 17/05/2012

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



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

Dated this 14th day of May, 2012

Between

**Beni Madhab Paul *alias* Beneemadhab Pal
... Vendor**

And

**Clematis Dealcoms Private Limited & Anr.
... Purchasers**

CONVEYANCE

Portion of R.S/L.R. *Dag* No. 651
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 24
Page from 564 to 577
being No 05876 for the year 2012.



Ad

(Abani KumarDey) 05-June-2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. -II KOLKATA
West Bengal