02112/2013 KDH/79 3066/13

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

8

4.07

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 64AA 046893

M.V. 60001

ARA

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 Registrar of Assurances-II, Kolkata

9.3.13

Additional Registrar of Assurances-II Kolkata

C. No-520

CONVEYANCE

1. **Date:** 23rd FEBRUARY, 2013.
2. **Place:** Kolkata
3. **Parties**

ABhatt

Indip Neyi

Indip Neyi

ABhatt

71004

SL. NO. ~~70664~~ DATE 05 FEB 2013

NAME

ADD

AMT 10/-

SAHA & DEY ADVOCATE KOLKATA-1 TC, K S ROY ROAD

• Anirban Bhattacharya.

c-1161

Ghosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

MANGALDHAM DEVELOPERS PRIVATE LIMITED

Anirban Bhattacharya

~~Director~~ / Authorised Signatory

c-1163

SEAL OF THE ADDL. REGISTRAR CALCUTTA

• Tridip Neogi.

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA
23 FEB 2013

IDENTIFIED BY:

Gora Mondal.
S/o - Abdul Karem mondal.
Doparia, Bandipur.
P.S. Khardah.
occupation - Business.

Government Of West Bengal

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

Endorsement For Deed Number : I - 03066 of 2013
(Serial No. 02112 of 2013 and Query No. L000005243 of 2013)

On 23/02/2013

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

Presented for registration at 16.07 hrs on :23/02/2013, at the Private residence by Anirban Bhattacharya ,Claimant.

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

Execution is admitted on 23/02/2013 by

1. Tridip Neogi, son of Prabash Kumar Neogi , Bandipur Via Titagarh, Thana:-Khardaha, P.O. :-Bandipur ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others

2. Anirban Bhattacharya
   Authorised Signatory, Mangaldham Developers Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
   , By Profession : Others

Identified By Gora Mondal, son of Abdul Kasem Mondal, Doperia, Bandipur, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

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

On 25/02/2013

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.-6,00,000/-

Certified that the required stamp duty of this document is Rs.- 30020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

On 09/03/2013

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 chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

Government Of West Bengal

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

Endorsement For Deed Number : I - 03066 of 2013

(Serial No. 02112 of 2013 and Query No. L000005243 of 2013)

Rs. 6687/- is paid , by the draft number 754487, Draft Date 07/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 09/03/2013

(Under Article : A(1) = 6589/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 09/03/2013)

Deficit stamp duty

Deficit stamp duty Rs. 30020/- is paid , by the draft number 754484, Draft Date 07/03/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 09/03/2013

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

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

Tridip Neogi. Tridip Neogi.

3.1 **Tridip ~~Niyogi~~ Neogi**, son of Prabhash Kumar ~~Niyogi~~ Neogi, residing at Village Bandipur *via* Titagarh, Post Office Bandipur *via* Titagarh, Police Station Khardah, District North 24 Parganas

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

And

3.2 **Mangaldham Developers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101 Park Street, Police Station Park Street, Kolkata-700016 [**PAN *Applied for***], represented by its authorized signatory, **Anirban Bhattacharya**, son of Giridhari Bhattacharya, of 99A, Park Street, Police Station Park Street, Kolkata-700016

(**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 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) *cottah*], more or less, out of 33 (thirty three) decimal, being the portion of R.S. *Dag* No. 776, corresponding L.R. *Dag* No. 1825, recorded in L.R. *Khatian* No. 1055, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 776 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **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.

5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Ownership of Larger Property:** Balai Chandra Niyogi was the recorded owner of land classified as *sali* (agricultural) measuring 33 (thirty three) decimal [equivalent to 19.965 (nineteen point nine six five) *cottah*], more or less, being R.S. *Dag* No. 776, corresponding L.R. *Dag* No. 1825, recorded in R.S. *Khatian* No. 487, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Larger Property**).

5.1.2 **Demise of Balai Chandra Niyogi:** On or about 8th October, 1972, Balai Chandra Niyogi, a Hindu, governed by the *Dayabhaga* school of Hindu Law, died *intestate* leaving behind him surviving, wife, namely, Bela Rani Niyogi and 1 (one) son, namely, Tapan Kumar Niyogi, who jointly and in equal shares inherited the right, title and interest of Late Balai Chandra Niyogi in the Larger Property, free from all encumbrances.

Tridip Neogi.

CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
23 FEB 2013

5.1.3 **Mutation:** Bela Rani Niyogi and Tapan Kumar Niyogi got their names recorded in the records of the Land Revenue Settlement in L.R. *Khatian* Nos. 1056 and 1055, respectively.

5.1.4 **Demise of Bela Rani Niyogi:** On or about 2nd July, 2002, Bela Rani Niyogi, a Hindu, governed by the *Dayabhaga* school of Hindu Law, died *intestate* leaving behind her only son, namely, Tapan Kumar Niyogi, who inherited the right, title and interest of Bela Rani Niyogi in the Larger Property, free from all encumbrances.

5.1.5 **Ownership of Tapan Kumar Niyogi:** In the above circumstances, Tapan Kumar Niyogi became the sole and absolute owner of the entirety of the Larger Property.

5.1.6 **Sale to Vendor:** By a Conveyance dated 11th August, 2011, registered in the Office of Additional District Sub-Registrar, Barrackpore, 24 Parganas (N) in Book No. I, CD Volume No. 30, Pages 1198 to 1211, Deed No. 07692 for the year 2011, Tapan Kumar Niyogi sold and conveyed an undivided 16 (sixteen) decimal out of the Larger Property (**Lot B**), to the Vendor, for the consideration mentioned therein.

5.1.7 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of Lot B, which is a portion of the Larger Property, free from all encumbrances and consequently is also the undisputed and absolute owner of the Said Property, which is a portion of Lot B.

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances 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 the *Panchayet* Authority or Government or any Statutory Body.

5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or 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 whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.

ASSISTANT REGISTRAR
2 8 FEB 2013

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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will 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 will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).

6.2 **Surrender/Transfer of Rights:** Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor. Pursuant to the above, the Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the Second Company, the Second Company confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

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 more fully described in the **Schedule** below, being the Said Property, i.e. land classified as *sali* (agricultural) measuring 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) *cottah*], more or less, out of 33 (thirty three) decimal, being the portion of R.S. *Dag* No. 776, corresponding L.R. *Dag* No. 1825, recorded in L.R. *Khatian* No. 1055, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 776 being delineated and demarcated 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

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
23 FEB 2013

Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.6,00,000/- (Rupees six lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as 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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *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:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

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, peaceful and physical 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.

8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and its successors-in-interest and 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

ADDL. REGISTRAR OF ...

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
23 FEB 2013

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 **Indemnity:** 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 and 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 assigns by reason of any encumbrance on the Said Property.

8.7 **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 empower and authorize 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 co-operate with the Purchaser in all respect for causing 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.

8.8 **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 and 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 8 (eight) decimal [equivalent to 4.8485 (four point eight four eight five) *cottah*], more or less, out of 33 (thirty three) decimal, being the portion of R.S. *Dag* No. 776, corresponding L.R. *Dag* No. 1825, recorded in L.R. *Khatian* No. 1055, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. *Dag* No. 776 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North	:	By R.S. *Dag* No. 774
On the East	:	By R.S. *Dag* No. 777
On the South	:	By R.S. *Dag* No. 784
On the West	:	By portion of R.S. *Dag* No. 776

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.

THE ADDL. REGISTRAR OF ADDITIONAL

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
23 FEB 2013

Mouza	R.S. *Dag* No.	L.R. *Dag* No.	L.R. *Khatian* Nos.	Total Area of *Dag* (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	776	1825	1055	33	8.00	Tapan Kumar Niyogi
				Total:	**8.00**	

9. Execution and Delivery

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

Tridip Neogi.

[Tridip ~~Niyogi~~ Neogi]

Tridip Neogi.

[Vendor]

Mangaldham Developers Pvt. Ltd.

Anirban Bhattacharya

[Authorized Signatory]

[Purchaser]

Drafted by:

Adv.
(Subhajit De)

Witnesses:

Signature: _____

Name: Sourav Banerjee

Father's Name: Saibal Banerjee

Address: 7E, K.S. Roy Road.
Kolkata - 700001.

Signature: _____

Name: Sunit Chakraborty

Father's Name: Arun Chakraborty

Address: 7E, K.S. Roy Road
Kolkata - 700001

ADDITIONAL REGISTRAR

2 3 FEB 2013

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.6,00,000/-** (**Rupees six lac**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
RTGS	23.02.2013	AXIS BANK LIMITED. UTR NO. UTIBH 13054077304	6,00,000/-
		Total:	**6,00,000/-**

Tridip Niyogi.

[Tridip ~~Niyogi~~]
Neogi

Tridip Niyogi.

[Vendor]

Witnesses:

Signature_____

Name: Sourav Banerjee.

Signature_____

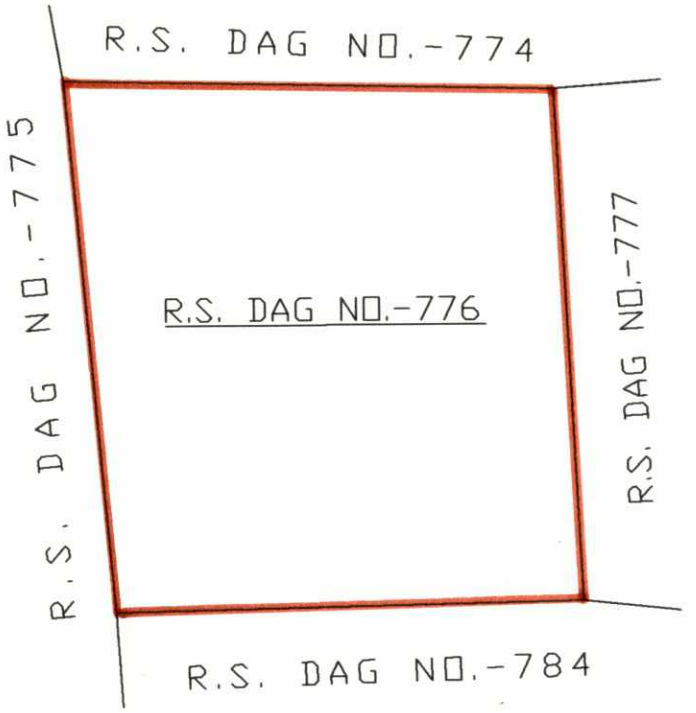
Name: Sumit Chakraborty

THE ADDL. REGISTRAR OF ASSURANCES
CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
23 FEB 2013

SITE PLAN OF R.S. DAG NO.- 776 CORRESPONDING L.R. DAG NO.- 1825, L.R. KHATIAN NO.- 1055, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.776 is 33 Decimal



MANGALDHAM DEVELOPERS PRIVATE LIMITED
Anirban Bhattacharya.
[redacted] / Authorised Signator.

Tridip Nenji.

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : 8.0000 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 33 DECIMAL OF R.S. DAG NO.- 776, L.R. DAG NO.- 1825.

SHOWN THUS :

CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
23 FEB 2013

SPECIMEN FORM TEN FINGER PRINTS

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

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES, U.T.
CALCUTTA

ADDITIONAL
OF ASSURANCES, [illegible]
23 FEB 2013

Dated this 23rd day of FEBRUARY, 2013

Between

Tridip ~~Niyogi~~ Neogi Tridip Neogi
... Vendor

And

Mangaldham Developers Private Limited
... Purchaser

CONVEYANCE

Portion of
R.S. *Dag* No. 776
L.R. *Dag* No. 1825
***Mouza* Patulia**
Police Station Khardah
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 10
Page from 458 to 471
being No 03066 for the year 2013.

Seal of the Additional Registrar of Assurances-II, Kolkata

(Dulal chandraSaha) 14-March-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal