

09704

KDH/215

208599/13

Saha & Ray



N.C. case 861/13

पश्चिम बंगाल WEST BENGAL

69AA 234542

10/08/13
at 4-00 p.m.
M.V. : Rs. 5,41,227/-
Q-No. 16747/13

Certified that the documents admitted to registration. The signature sheet and ~~15~~ endorsement sheets attached with the this document are the part of this document

Addl District Sub Registrar
Barrackpore, 24 Pgs (N)

03 SEP 2013

CONVEYANCE

1. Date: 10th Day of August, 2013 ১০তম আগস্ট ২০১৩
2. Place: Kolkata
3. Parties:

[Signature]

85129

Somyaj South 10.8.13



6921
10/8

SHIVPAWAN INFRACON PRIVATE LIMITED

Somyaj South 10.8.13
Director / Authorised Signatory

NAME.....
 ADD.....
 RS.....

- 3 AUG 2013

SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, KOL-1

SATTA & RAY
Advocates
Hastings Chambers
2, K. S. Roy Road
Kolkata - 700001

- 3 AUG 2013

3 AUG 2013

সমীয়া সোউথ লিমিটেড

10/8/13



6922
10/8



Identified by me
 Grom Mandal 10-8-2013
 S/o - Abdul Karim Mandal
 Dagonia, Bandipur.
 P.S - Ichandah, KOL - 118
 Occupation - Business

Addl. Dist. Sub-Registrar
 Barrackpore, North 24 Parganas

10 AUG 2013



Government Of West Bengal
Office Of the A.D.S.R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 08544 of 2013
(Serial No. 09704 of 2013 and Query No. 1505L000016747 of 2013)

On 10/08/2013

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

Presented for registration at 16.00 hrs on :10/08/2013, at the Private residence by Sanjay Sadhu, Claimant.

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

Execution is admitted on 10/08/2013 by

1. Santosh Kumar Ghosh, son of Late Soilendra Ghosh , Bandipur, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Sanjay Sadhu
 Authorised Signatory, Shivpawan Infracon Pvt. Ltd, 101 Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
 , By Profession : Business
 Identified By Gour Mondal, son of Abdul Karam Mondal, Doperia, Thana:-Khardaha, P.O. :-Bandipur, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

(Subhas Chandra Majumdar)
 ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/08/2013

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.-5,41,227/-

Certified that the required stamp duty of this document is Rs.- 27081 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Subhas Chandra Majumdar)
 ADDITIONAL DISTRICT SUB-REGISTRAR

On 03/09/2013

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

Rs. 5971/- is paid , by the draft number 053004, Draft Date 19/08/2013, Bank Name State Bank of India, Steefen House, received on 03/09/2013



(Subhas Chandra Majumdar)
 ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A.D.S.R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 08544 of 2013
(Serial No. 09704 of 2013 and Query No. 1505L000016747 of 2013)

(Under Article : A(1) = 5951/- ,E = 14/- ,Excess amount = 6/- on 03/09/2013)

Deficit stamp duty

Deficit stamp duty Rs. 27081/- is paid , by the draft number 053007, Draft Date 19/08/2013, Bank :
State Bank of India, Steefen House, received on 03/09/2013

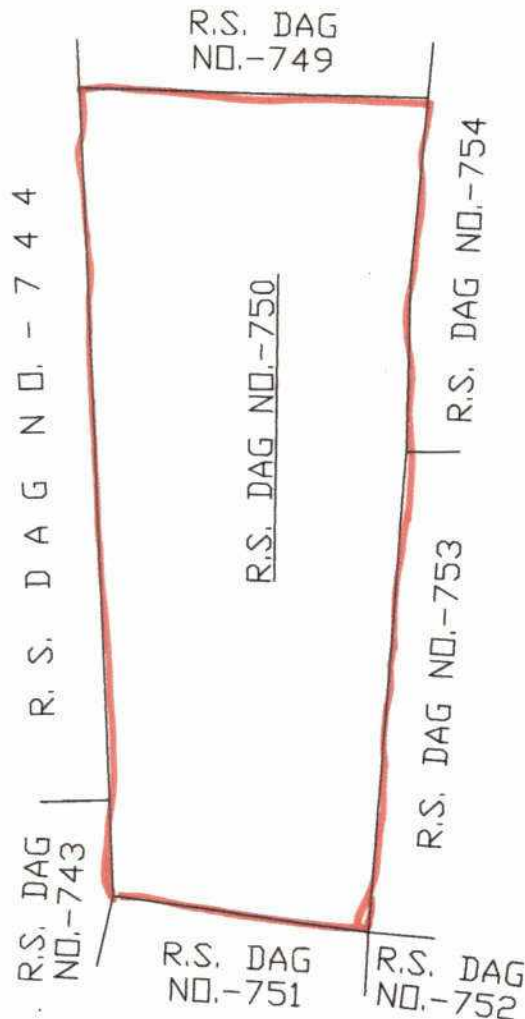
(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2

SITE PLAN OF R.S. DAG NO.- 750, CORRESPONDING L.R. DAG NO.- 1703,
L.R. KHATIAN NO.- 797, MOUZA - PATULIA, J.L. NO.- 4, P.S. - KHARDAH,
UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.750 is 63 Decimal



ଅନୁମୋଦିତ ହେଉଅଛି

SHIVPAWAN INFRACON PRIVATE LIMITED

Sanjay Saha
Director / Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :

LEGEND : 3.5721 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 63
DECIMAL OF R.S. DAG NO.- 750, L.R. DAG NO.- 1703.

SHOWN THUS:






Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

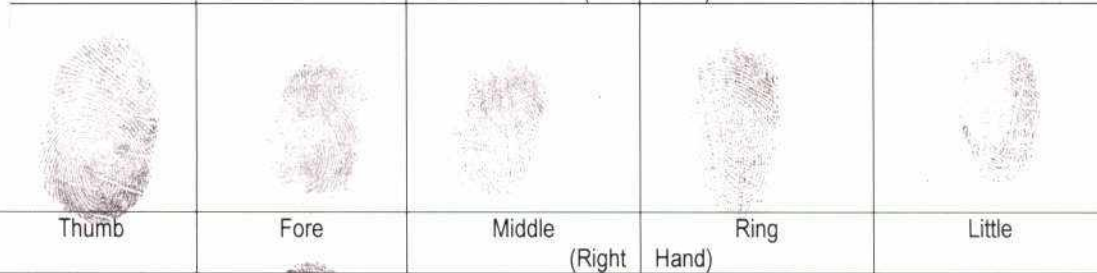
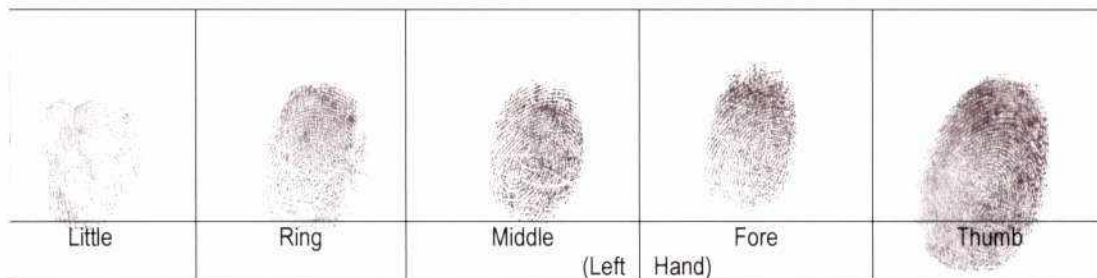
10 AUG 2013

SPECIMEN FORM TEN FINGER PRINTS

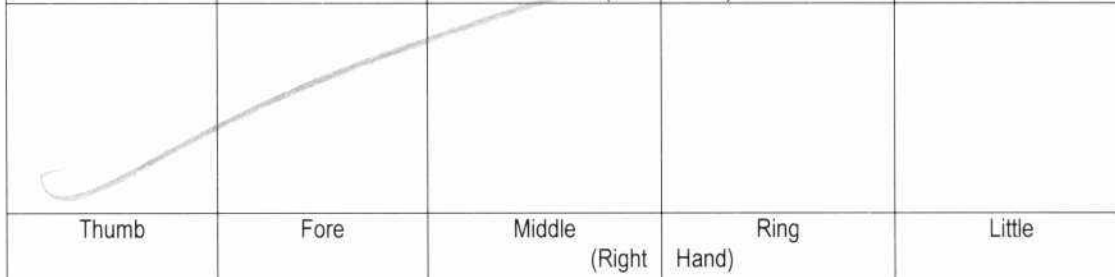
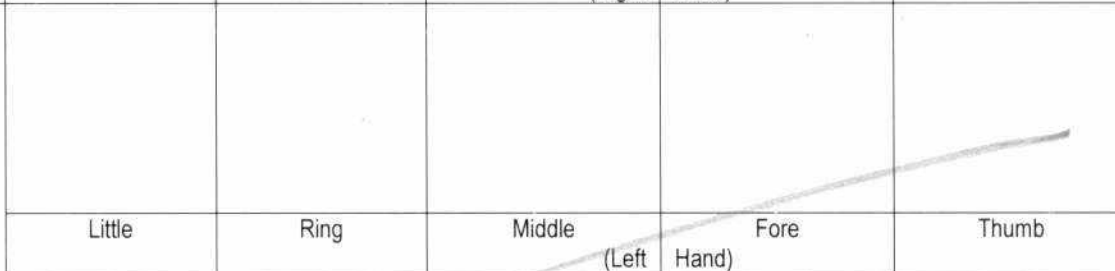
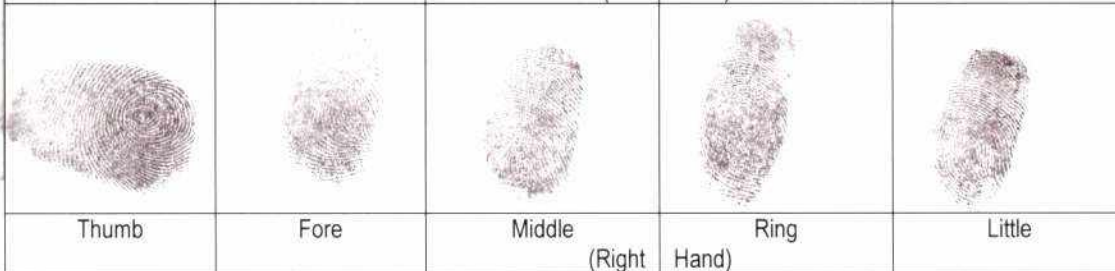
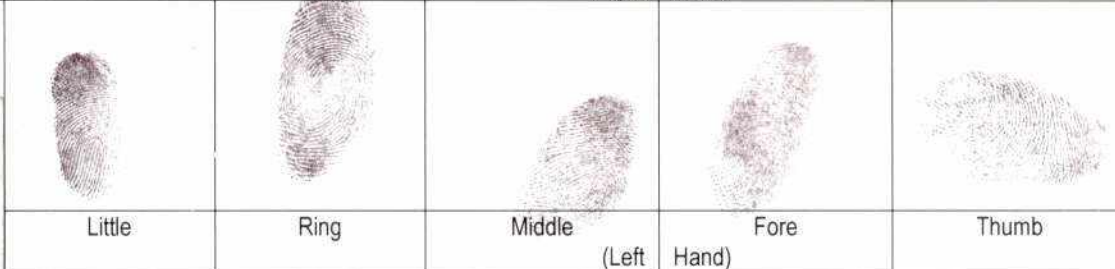
Sl. No.	Signature of the executants and/or
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Sanyas Sank.



ଅବସ୍ଥା ସମ୍ବନ୍ଧରେ
ଲେଖିବ






Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

10 AUG 2013

- 3.1 **Santosh Kumar Ghosh**, son of Late Solilendra Ghosh, residing at Bandipur Ghosh Para, Post Office Bandipur, Police Station Khardah, Kolkata-700119, District North 24 Parganas
(**Vendor**, includes successors-in-interest)

And

- 3.2 **Shivpawan Infracon Private Limited**, a company incorporated under the Companies Act, 1956 [PAN AASCS6843E], having its registered office at 2nd Floor, 101, Park Street, Police Station Park Street, Kolkata-700016, represented by its authorized signatory Sanjay Sadhu, son of Amal Kumar Sadhu, of 99A, Park Street, Kolkata-700016, Police Station Park Street

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

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

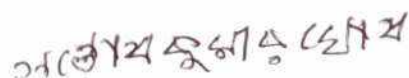
NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 3.5721 (three point five seven two one) decimal [equivalent to 2.1649 (two point one six four nine) *cottah*], more or less, out of 63 (sixty three) decimal, being the portion of R.S. *Dag* No. 750, corresponding L.R. *Dag* No. 1703, recorded in L.R. *Khatian* No. 797, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barrackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 750 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 Said Property:** The Vendor is the recorded owner of the Said Property, free from all encumbrances and his name has been recorded in the Block Land and Land Reforms Office, Barrackpore in L.R. *Khatian* No. 797.
- 5.1.2 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property, free from all encumbrances.
- 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.




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- 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.
- 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:** Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property.




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Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendors and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second 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 First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also 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, land classified as *sali* (agricultural) measuring 3.5721 (three point five seven two one) decimal [equivalent to 2.1649 (two point one six four nine) *cottah*], more or less, out of 63 (sixty three) decimal, being the portion of R.S. *Dag* No. 750, corresponding L.R. *Dag* No. 1703, recorded in L.R. *Khatian* No. 797, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barrackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 750 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 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.1,50,000/- (Rupees one lac and fifty thousand) 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, *debttar*, 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.

4 2/2/2024




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Barrackpore, North 24 Parganas

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- 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 have 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 the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the *Dag* (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- 8.6 **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.

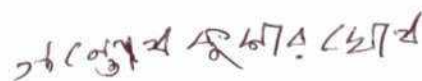
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Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

10 AUG 2013

- 8.7 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that **(1)** the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly **(a)** consents to the same and **(b)** appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and **(2)** the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly **(a)** consents to the same, notwithstanding the nature of use and classification of the balance portion of the *Dag* (from which the Said Property has been carved out) being and remaining agricultural and **(b)** appoints the Purchaser as the constituted attorneys 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 conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, 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.




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Barrackpore, North 24 Parganas

10 AUG 2013

Schedule
(Said Property)

Land classified as *sali* (agricultural) measuring 3.5721 (three point five seven two one) decimal [equivalent to 2.1649 (two point one six four nine) *cottah*], more or less, out of 63 (sixty three) decimal, being the portion of R.S. *Dag* No. 750, corresponding L.R. *Dag* No. 1703, recorded in L.R. *Khatian* No. 797, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barrackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 750 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.749

On the East : By R.S. *Dag* Nos.754 and 753

On the South : By R.S. *Dag* No. 751

On the West : By R.S. *Dag* Nos. 743 and 744

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 details of the Said Property are tabulated below:

<i>Mouza</i>	<i>R.S Dag No.</i>	<i>L.R. Dag No.</i>	<i>L.R. Khatian No.</i>	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	750	1703	797	63.00	3.5721	Santosh Kumar Ghosh

[Handwritten signature]

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Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

10 AUG 2013

9. Execution and Delivery

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

সন্তোষ কুমার ঘোষ (স্বাক্ষর)

[Santosh Kumar Ghosh]
[Vendor]

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

Signature: Gora Mondal

SHIVPAWAN INFRACON PRIVATE LIMITED

Sanjay Saha
Director / Authorised Signatory

[Shivpawan Infracon Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted by:

Jautush Chaudhuri
Advocate
High Court Calcutta

Witnesses:

Signature: Gora Mondal

Name: Gora Mondal

Father's Name: Abdul Karim Mondal

Address: Doparia, Bandipur
P.S. Ucharidhar, North. 24 Pgs.

Kol - 119.

Signature: Sudip Dutta Chowdhury

Name: Sudip Dutta Chowdhury

Father's Name: Sudip Dutta Chowdhury

Address: Madhyan gram, Bankim Pally (S)

Kol - 129




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Barrackpore, North 24 Parganas

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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.1,50,000/- (Rupees one lac and fifty thousand)** 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.)
By Cash	10.08.2013	-----	1,50,000/-
		Total	1,50,000/-

১৫/৮/১৩ সন্তোষ কুমার ঘোষ

[Santosh Kumar Ghosh]
[Vendor]

Witnesses:

Signature Gora Mondal.

Name: Gora Mondal.

Signature Sudip Dutta Chowdhury

Name: Sudip Dutta Chowdhury



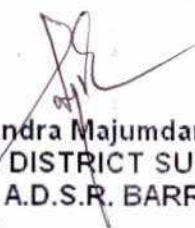

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

10 AUG 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 26
Page from 5757 to 5771
being No 08544 for the year 2013.




(Subhas Chandra Majumdar) 09-September-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal

