

01207/2013

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16/2/2013  
Saha & Ray



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

64AA 019405

Mr. 486405

4.24  
 3198/B  
 4.24  
 Additional Certificate of Assurance in  
 Kolkata  
 02/2/13



Certified that the Document is registered in the Office of Registration. The Signature and endorsement sheets attached to this Document are the part of this Document.

Additional Certificate of Assurance in  
 Kolkata  
 11.2.13

n/c no. 264/B

CONVEYANCE

1. Date: 2<sup>nd</sup> February 2013

2. Place: Kolkata

3. Parties:

3.1 Dulal Baishya, son of Late Dhirendranath Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas

Mita Ghosh D+B

Ruby Baishya.

R. Baishya. Sri Dutta.

S. Baishya S. Das

শ্রী ৩৪ টাঙ্গাল

Utpal Baishya

Rel

Jamin K. Karmakar

St. Abhita  
e-619  
Ruby Bousya

e-618  
Sangita Bousya

e-617  
Sahany Bousya

e-616

Satya Bousya

e-615  
Kavita Bousya

e-614

Director, Maharashtra

SHIVRATRI NIRMAN PRIVATE LIMITED

e-613

Rishabh

ADDITIONAL REGISTRAR  
OF ASSAM  
- 2 FEB 2013

4



28 JAN 2013

28 JAN 2013

28 JAN 2013  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C.C. Court  
283, K.S. Roy Road, Kol-1

SAHA & RAY  
Advocates  
3A/1, 3rd Floor, Hastings Chambers  
7C, Karan Shankar Roy Road  
Kolkata - 700001

134523



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

**Endorsement For Deed Number : I - 01617 of 2013**  
**(Serial No. 01207 of 2013 and Query No. L000003198 of 2013)**

**On 02/02/2013**

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

Presented for registration at 16.24 hrs on :02/02/2013, at the Private residence by Rajesh Agarwal ,Claimant.

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

Execution is admitted on 02/02/2013 by

1. Dulal Baishya, son of Late D N Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
2. Utpal Baishya, son of Late D N Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Cultivation
3. Swapna Das, wife of Subrata Das , Tollygunge Phari, Kol, Thana:-Charu Market, P.O. :-Tollygunge ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Others
4. Mita Ghosh, wife of Debdatta Ghosh , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
5. Iti Dutta, wife of Swapan Dutta , Dakhbanglo More, Thana:-Barasat, P.O. :-Barasat ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
6. Rakhai Baishya, son of Late S Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
7. Sanchita Baishya, wife of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
8. Rubi Baishya, daughter of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
9. Sanjita Baishya, daughter of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
10. Rajesh Agarwal  
Authorised Signatory, Shivratri Nirman Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Others

Identified By Samir Kumar Karmakar, son of Jiban Karmakar, Dangapara, Rahara, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118, By Caste: Hindu, By Profession: Business.



**( Dulal chandraSaha )**  
**ADDL. REGISTRAR OF ASSURANCES-II**  
**EndorsementPage 1 of 2**



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

**Endorsement For Deed Number : I - 01617 of 2013**  
**(Serial No. 01207 of 2013 and Query No. L000003198 of 2013)**

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

**On 04/02/2013**

**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.-4,86,403/-
- Certified that the required stamp duty of this document is Rs.- 24340 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

Execution is admitted on 04/02/2013 by

1. Sohini Baishya, daughter of Late J Baishya , Patulia Kacharibari, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others  
Identified By Samir Kumar Karmakar, son of Jiban Karmakar, Dangapara, Rahara, Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700118, By Caste: Hindu, By Profession: Business.

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

**On 11/02/2013**

**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

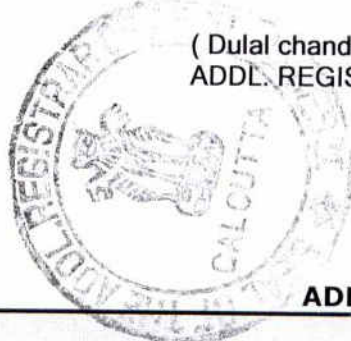
Rs. 5444/- is paid , by the draft number 753249, Draft Date 05/02/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/02/2013

( Under Article : A(1) = 5346/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/02/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 24340/- is paid , by the draft number 753244, Draft Date 05/02/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 11/02/2013

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



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

11/02/2013 15:38:00

EndorsementPage 2 of 2

- 3.2 **Utpal Baishya**, son of Late Dhirendranath Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.3 **Swapna Das**, wife of Subrata Das, residing at Tollygunge Phari, Post Office Tollygunge Head Office, Police Station Charu Market, Kolkata-700033
- 3.4 **Mita Ghosh**, wife of Debdatta Ghosh, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.5 **Iti Dutta**, wife of Swapan Dutta, residing at Dakhbanglo More, Post Office Barasat, Police Station Barasat, District North 24 Parganas
- 3.6 **Rakhal Baishya**, son of Late Sushama Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.7 **Sanchita Baishya**, wife of Late Jalad Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.8 **Rubi Baishya**, daughter of Late Jalad Baishya, residing at Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.9 **Sohini Baishya**, daughter of Late Jalad Baishya, Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.10 **Sanjita Baishya**, daughter of Late Jalad Baishya, Village Patulia Kacharibari, Post Office Patulia, Police Station Khardah, District North 24 Parganas

(collectively **Vendors**, includes successors-in-interest)

**And**

- 3.11 **Shivratri Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101 Park Street, Police Station Park Street, Kolkata-700016 [**PAN AASCS3160N**], represented by its authorized signatory, Rajesh Agarwal, son of Omprakash Agarwal, of 99A, Park Street, Police Station Park Street, Kolkata-700016

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

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property: (1)** Land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *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 **Part I** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 761 being

 e-620

Mita Ghosh

 e-621

Sapna Das

 e-622

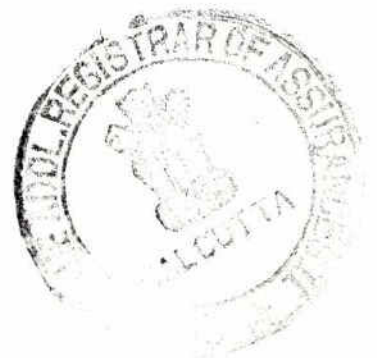
Utpal Banerjee

 e-623

Dulal Banerjee

5/0 Jamir Kr Karmakar  
Sibon Karmakar  
Dangapara Rahara  
24 Pgs (N) Kal 118  
Business

  
ADDITIONAL REGISTRAR  
OF ASSAM  
- 2 FEB. 2013



delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**First Property**) **And** (2) land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 761 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Second Property**). The First Property and the Second Property (collectively **Said Property**), more fully described in the **2<sup>nd</sup> Schedule** below **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors 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 Vendors have made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Ownership of Sadhana's Property:** Sadhana Rani Baishya was the recorded owner of land classified as *sali* (agricultural) measuring 14 (fourteen) decimal [equivalent to 8.461 (eight point four six one) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Sadhana's Property**).

5.1.2 **Demise of Sadhana Rani Baishya:** Sadhana Rani Baishya, a Hindu, governed by the *Dayabhaga* school of Hindu Law, died *intestate* leaving behind her surviving, 2 (two) sons, namely, (1) Dulal Baishya (Vendor No. 3.1 hereinabove) and (2) Utpal Baishya (Vendor No. 3.2 hereinabove) and 4 (four) daughters, namely, (1) Swapna Das (Vendor No. 3.3 hereinabove) (2) Rama Dey (3) Mita Ghosh (Vendor No. 3.4 hereinabove) and (4) Iti Dutta (Vendor No. 3.5 hereinabove), who jointly and in equal shares inherited the right, title and interest of Late Sadhana Rani Baishya in Sadhana's Property, free from all encumbrances.

5.1.3 **Ownership of First Property:** By virtue of the inheritance from Sadhana Rani Baishya, the Vendor No. 3.1 to Vendor No. 3.5 became the joint owners of the First Property out of Sadhana's Property, free from all encumbrances. The First Property out of Sadhana's Property is a forming part of the Said Property and is also the subject matter of this conveyance.

5.1.4 **Ownership of Sushama's Property:** Sushama Rani Baishya was the recorded owner of land classified as *sali* (agricultural) measuring 14 (fourteen) decimal [equivalent to 8.46 (eight point four six) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Sushama's Property**).

5.1.5 **Demise of Sushama Rani Baishya:** Sushama Rani Baishya, a Hindu, governed by the *Dayabhaga* school of Hindu Law, died *intestate* leaving behind her surviving, 2 (two) sons, namely, (1) Rakhil Baishya (Vendor No. 3.6 hereinabove) and (2) Jalad

ADDITIONAL REGISTRAR  
OF LANDS AND SURVEYS  
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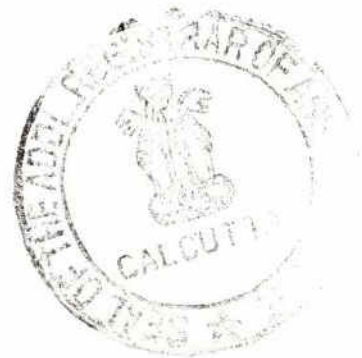




Baishya, as her only legal heirs, who jointly and in equal shares inherited the right, title and interest of Late Sushama Rani Baishya in Sushama's Property, free from all encumbrances.

- 5.1.6 **Demise of Jalad Baishya:** Jalad Baishya, a Hindu, governed by *Dayabhaga* school of Hindu Law, died *intestate* leaving behind him, surviving, his wife, Sanchita Baishya (Vendor No. 3.7 hereinabove) and 3 (three) daughters, namely, (1) Rubi Baishya (Vendor No. 3.8 hereinabove) (2) Sohini Baishya (Vendor No. 3.9 hereinabove) and (3) Sanjita Baishya (Vendor No. 3.10 hereinabove), as his only legal heiresses, who jointly and in equal shares inherited the right, title and interest of the Late Jalad Baishya in the Sushama's Property, free from all encumbrances.
- 5.1.7 **Ownership of Second Property:** By virtue of the inheritance from Sushama Rani Baishya, the Vendor No. 3.6 to Vendor No. 3.10 became the joint owners of the Second Property out of Sushama's Property, free from all encumbrances. The Second Property out of Sadhana's Property is a forming part of the Said Property and is also the subject matter of this conveyance.
- 5.1.8 **Absolute Ownership of Vendors:** In the circumstances mentioned above, the Vendors have become the undisputed and absolute owners of the First Property and the Second Property comprised in the Said property, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:**  
The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare 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 Vendors do 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 Vendors:** The Vendors have 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 Vendors have 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 Vendors.
- 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 Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

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OF ASSOCIATED AGENCIES  
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- 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, *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 Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors 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 Vendors 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, 4<sup>th</sup> Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. 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 Vendors 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 Vendors 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 Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **2<sup>nd</sup> Schedule** below, being **(1)** the First Property, i.e. land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration

  
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District Barackpore, District North 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 761 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **And (2)** the Second Property, i.e. land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below and the said R.S. *Dag* No. 761 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 Vendors 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.2,83,333/- (Rupees two lac eighty three thousand three hundred and thirty three) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

## 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, *bagadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have 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 Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.



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- 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 Vendors 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant 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 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 **Indemnity:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors 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 Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors 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 Vendors undertake 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 Vendors hereby covenant that the Vendors 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.

**1<sup>st</sup> Schedule**  
**Part I**  
**(First Property)**

Land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R.

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~~OF THE ...~~  
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*Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *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. 761 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. 762
- On the East** : By R.S. *Dag* No. 767/1687
- On the South** : By R.S. *Dag* No. 760
- On the West** : By R.S. *Dag* Nos. 700 and 699

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the First Property and appurtenances and inheritances for access and user thereof.

## **Part II** **(Second Property)**

Land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *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. 761 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. 762
- On the East** : By R.S. *Dag* No. 767/1687
- On the South** : By R.S. *Dag* No. 760
- On the West** : By R.S. *Dag* Nos. 700 and 699

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Second Property and appurtenances and inheritances for access and user thereof.

## **2<sup>nd</sup> Schedule** **(Said Property)** **[Subject matter of Sale]**

Land classified as *sali* (agricultural) measuring 3.8889 (three point eight eight eight nine) decimal [equivalent to 2.35 (two point three five) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 820, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration

*J*

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... ..  
- 2 FEB 2013



District Barackpore, District North 24 Parganas and described in **Part I** of the **1<sup>st</sup> Schedule** above.

Land classified as *sali* (agricultural) measuring 4.6667 (four point six six six seven) decimal [equivalent to 2.82 (two point eight two) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 761, corresponding L.R. *Dag* No. 1589, recorded in L.R. *Khatian* No. 879, *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 described in **Part II** of the **1<sup>st</sup> Schedule** above.

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

<i>Mouza</i>	R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	761	1589	820	28	3.8889	Sadhana Rani Baishya
Patulia	761	1589	879	28	4.6667	Sushama Rani Baishya
				<b>Total</b>	<b>8.5556</b>	

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- 2 FEB 2013



9. Execution and Delivery

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

Dulal Baishya

[Dulal Baishya]

Utpal Baishya

[Utpal Baishya]

Swapna Das

[Swapna Das]

Mita Ghosh

[Mita Ghosh]

Iti Ghosh

[Iti Ghosh]

Rakhal Baishya

[Rakhal Baishya]

Sanchita Baishya

[Sanchita Baishya]

Rubi Baishya

[Rubi Baishya]

Sohini Baishya

[Sohini Baishya]

Sanjita Baishya

[Sanjita Baishya]

[Vendors]

Shivratri Nirman Private Limited

[Shivratri Nirman Private Limited]

[Authorized Signatory]

[Purchaser]

Drafted by:

Witnesses:

Signature: Samir Kr Karmakar

Signature: [Signature]

Name: Samir Kr Karmakar

Name: Dilip Dutta Choudhury

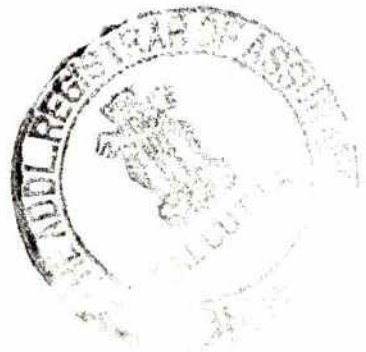
Father's Name: Jiban Karmakar

Father's Name: Dilip Dutta Choudhury

Address: Dangapara, Rahara  
24 pgs (20) Kal 118

Address: Madhyamgram Baraker  
Pally, Kolkata. 729

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OF ASSURANCE, KARACHI  
- 2 FEB 2013



### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.2,83,333/- (Rupees two lac eighty three thousand three hundred and thirty three)** towards full and final payment of the Total Consideration for sale of the Said Property described in the 1<sup>st</sup> **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order No. 002084 (Part)	01.02.2013	AXIS Bank Ltd.	
By Pay Order No. 002085 (Part)	01.02.2013	AXIS Bank Ltd.	
By Pay Order No. 002086 (Part)	01.02.2013	AXIS Bank Ltd.	
By Pay Order No. 002087 (Part)	01.02.2013	AXIS Bank Ltd.	
		<b>Total</b>	<b>2,83,333/-</b>

*Dulal Baishya*

[Dulal Baishya]

*Utpal Baishya*

[Utpal Baishya]

*Swapna Das*

[Swapna Das]

*Mita Ghosh*

[Mita Ghosh]

*Iti Ghosh*

[Iti Ghosh]

*Rakhal Baishya*

[Rakhal Baishya]

*Sanchita Baishya*

[Sanchita Baishya]

*Rubi Baishya*

[Rubi Baishya]

*Sohini Baishya*

[Sohini Baishya]

*Sanjita Baishya*

[Sanjita Baishya]

[Vendors]

**Witnesses:**

Signature: *Samir Kr Karmakar*

Signature: *[Signature]*

Name: *Samir Kr. Karmakar*

Name: *Sudip Dutta Choudhury*

*[Handwritten mark]*

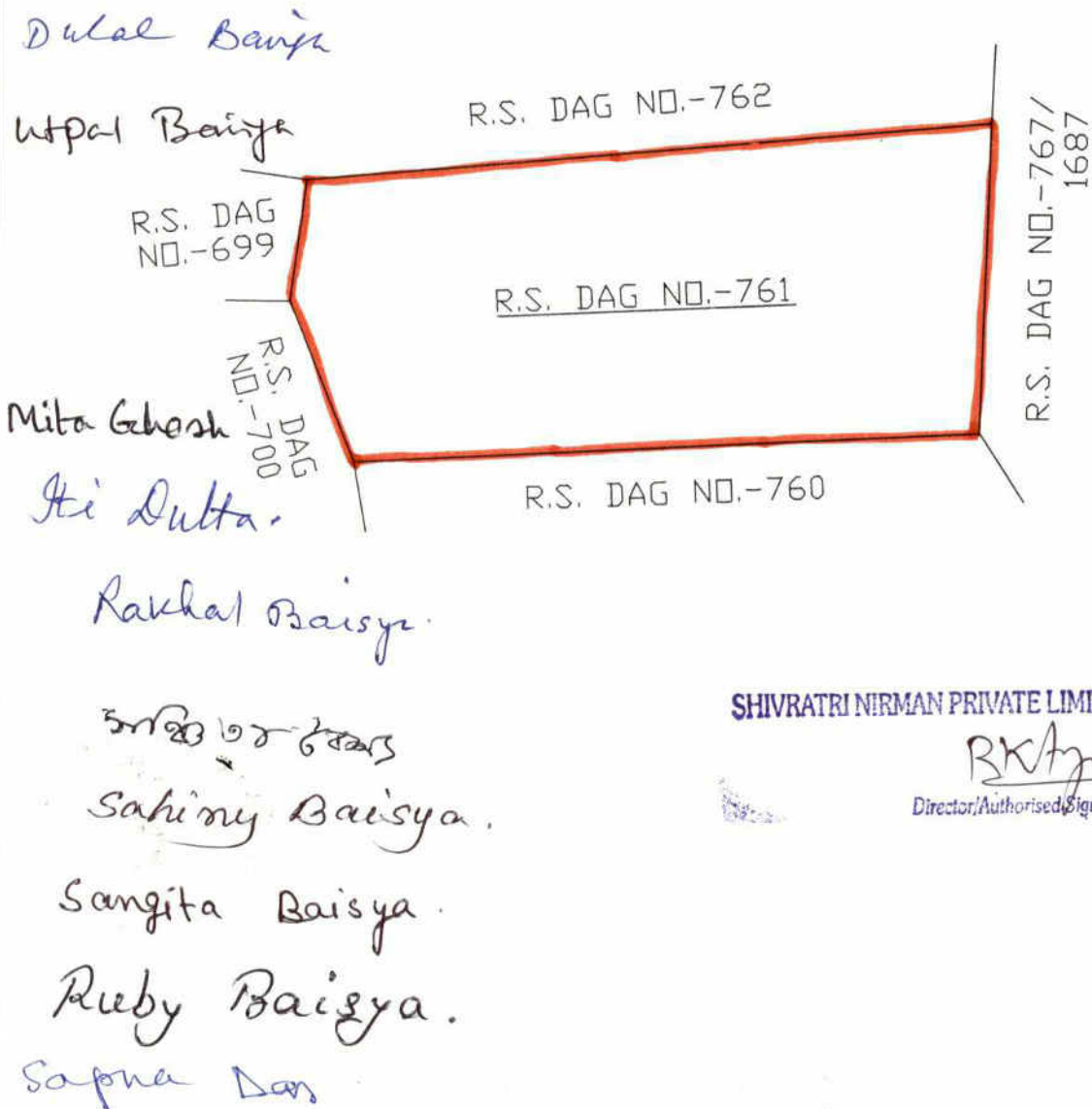
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OF AGRICULTURE AND FISHERIES  
- 2 FEB 2013





SITE PLAN OF R.S. DAG NO.- 761 CORRESPONDING L.R. DAG NO.- 1589,  
L.R. KHATIAN NO.- 820 & 879, MOUZA- PATULIA, J.L. NO.- 4, P.S. -  
KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24  
PARGANAS

Total Area in Dag No.761 is 28 Decimal



**SHIVRATRI NIRMAN PRIVATE LIMITED**

*RK Agal*  
Director/Authorised Signatory

NAME & SIGNATURE OF THE VENDOR/S. :

NAME & SIGNATURE OF THE PURCHASER/S. :














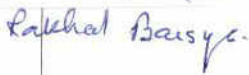











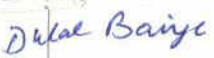










LEGEND : 8.5556 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 28  
DECIMAL OF R.S. DAG NO.- 761, L.R. DAG NO.- 1589.

SHOWN THUS : 



ADDITIONAL REGISTRAR  
OF ASSURANCES, INDIA  
- 2 FEB 2013

## SPECIMEN FORM TEN FINGER PRINTS


































Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		(Left Hand)				
						
		(Right Hand)				
						
		(Left Hand)				
						
		(Right Hand)				
						
		(Left Hand)				
						
		(Right Hand)				



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ADMINISTRATIVE SERVICES  
- 2 FEB 2013


































## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	<p>Utpal Baisya</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<p>Mita Ghosh</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<p>সমিতা গোস্বামী</p> <p>স্বাক্ষর</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



  
ADDITIONAL REGISTRAR  
OF ASSURANCE & POLICIES  
- 2 FEB 2013

## SPECIMEN FORM TEN FINGER PRINTS























Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Ruby Baisya</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Sangita Baisya</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Sahiny Baisya</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

ADDITIONAL SECRETARY  
OF ASSURANCE, MALAYSIA  
- 2 FEB 2013





## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Iti Dutta</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Sapna Das</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little

4

— 2 FEB 2013



Dated this 2<sup>nd</sup> day of February, 2013

Between

Dulal Baishya & Ors.  
... Vendors

And

Shivratri Nirman Private Limited  
... Purchaser

**CONVEYANCE**

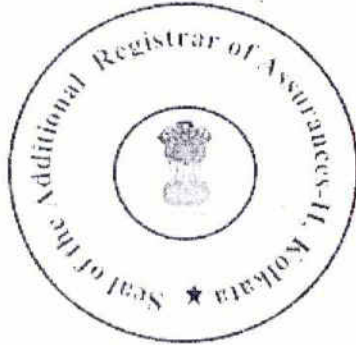
Portion of  
R.S. Dag No. 761  
L.R. Dag No. 1589  
Mouza Patulia  
Police Station Khardah  
District North 24 Parganas


**Saha & Ray**

Advocates  
3A/1, 3<sup>rd</sup> 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 5  
Page from 9011 to 9031  
being No 01617 for the year 2013.



  
(Dulal chandraSaha) 12-February-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal