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भारतीय गैर न्यायिक

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RUPEES  
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

63AA 951895



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

## CONVEYANCE

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

2. Place: Kolkata

3. Parties:

3.1 **Chandra Lekha Singh**, wife of Mohan Prasad Singh, residing at Mangalam Apartment, BC 2, Post Office Saraidhela, Police Station Saraidhela, District Dhanbad, PIN-828127, State Jharkhand  
(Vendor, includes successors-in-interest)

Ravi Kant Kodak

Chandra Lekha Singh

72819

12 FEB 2013

SL No. DATE.....

N/M.....

ADD.....

AMT.....



Ravi Kant Kedia



e-1422

SHIVPHAL MERCANTILE PRIVATE LIMITED

Ravi Kant Kedia

Director / Authorised Signatory

*M. Chak*

MOHINI K. GHOSH  
LICENSED STAMPED  
KOLKATA REGISTRATION OFFICE



e-1423

Chandra Lekha Singh



Mohan Prasad Singh

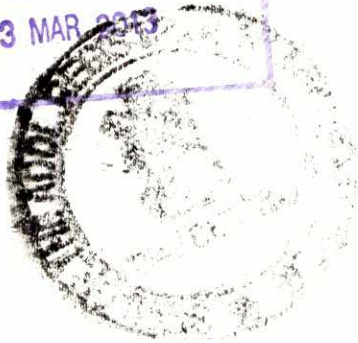
S/o Late A.D.N. Singh

Be-2 Manglam Apartment

Saraidela, Dhankul,

Jharkhand,

Business





## And

- 3.2 **Shivphal Mercantile Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata- 700038, represented by its authorized signatory, **Ravi Kant Kedia**, son Jagdish Prasad Kedia, 69/2, Nimtolla Ghat Street, Police Station Police Station Jorabagan, Kolkata-700006

(**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 8.3333 (eight point three three three three) decimal [equivalent to 5.0505 (five point zero five zero five) *cottah*], more or less, out of 25 (twenty five) decimal, being the portion of R.S. *Dag* No. 777/1254, corresponding L.R. *Dag* No. 1726, recorded in L.R. *Khatian* No. 782, *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. 777/1254 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 Mother Property:** Shyam Narayan Singh was the recorded owner of land classified as *sali* (agricultural) measuring 25 (twenty five) decimal [equivalent to 15.1515 (fifteen point one five one five) *cottah*], more or less, out of 25 (twenty five) decimal, being entirety of R.S. *Dag* No. 777/1254, corresponding L.R. *Dag* No. 1726, recorded in L.R. *Khatian* No. 782, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Mother Property**).
- 5.1.2 **Demise of Shyam Narayan Singh:** Shyam Narayan Singh, a Hindu bachelor, died *intestate* leaving behind him surviving, his sister, Singaro Devi, as his only legal heiress, who jointly and in equal shares inherited the right, title and interest of Late Shyam Narayan Singh in the Mother Property, free from all encumbrances.
- 5.1.3 **Demise of Singaro Devi:** On or about 18<sup>th</sup> September, 2004, Singaro Devi, a Hindu, died *intestate* leaving behind her surviving, her 3 (three) daughters, namely, (1) Chandra Lekha Singh (Vendor hereinabove) (2) Chandra Kanti Singh and (3) Chandra Kala Singh, as her only legal heiresses who jointly and in equal shares

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ADDITIONAL  
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inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.

- 5.1.4 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property out of the Mother 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.
- 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.

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APPROVED FOR  
OF ASSURANCE  
- 3 MAR 2013





- 5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchaser the Vendor has released and relinquished all her right, title and interest over R.S. *Dag* No. 777/1254 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 777/1254.

## 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, 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 Vendor 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 8.3333 (eight point three three three three) decimal [equivalent to 5.0505 (five point zero five zero five) *cottah*], more or less, out of 25 (twenty five) decimal, being the portion of R.S. *Dag* No. 777/1254, corresponding L.R. *Dag* No. 1726, recorded in L.R. *Khatian* No. 782, *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. 777/1254 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.12,91,022/- (Rupees twelve lac ninety one thousand and twenty two) paid

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ADDITIONAL REGISTRAR  
OF ASSURANCE  
- 3 MAR 2013





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 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 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

Ru 5 C. L. Singh



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 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 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 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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**Schedule**  
**(Said Property)**

Land classified as *sali* (agricultural) measuring 8.3333 (eight point three three three three) decimal [equivalent to 5.0505 (five point zero five zero five) *cottah*], more or less, out of 25 (twenty five) decimal, being the portion of R.S. *Dag* No. 777/1254, corresponding L.R. *Dag* No. 1726, recorded in L.R. *Khatian* No. 782, *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. 777/1254 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. 849

**On the East** : By R.S. *Dag* No. 848 and 832

**On the South** : By R.S. *Dag* Nos. 778 and 780

**On the West** : By R.S. *Dag* Nos. 780 and 777

**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.

<i>Mouza</i>	<b>R.S. <i>Dag</i> No.</b>	<b>L.R. <i>Dag</i> No.</b>	<b>L.R. <i>Khatian</i> Nos.</b>	<b>Total Area of <i>Dag</i> (in decimal)</b>	<b>Total Area sold (in decimal)</b>	<b>Name of the Recorded Owner</b>
Patulia	777/ 1254	1726	782	25	8.3333	Shyam Narayan Singh
				<b>Total</b>	<b>8.3333</b>	

*Pr* C. L. Singh





**9. Execution and Delivery**

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

Chandra Lekha Singh

[Chandra Lekha Singh]  
[Vendor]

**Shivphal Mercantile Private Limited**

Ravi Kant Kedia.

[Authorized Signatory]  
[Purchaser]

**Drafted by:**

**Witnesses:**

Signature: M.P. Singh

Name: Mohan Prasad Singh

Father's Name: Late K.D.N. Singh

Address: Bc-2 Manglam Apartment  
Saraidela, Dhanbad,  
Jharkhand

Signature: [Signature]

Name: Dilip Dutta Chowdhury

Father's Name: Dilip Dutta Chowdhury

Address: Madhyangram South  
Dankun pally - Kol-129



**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of **Rs.12,91,022/-** (**Rupees twelve lac ninety one thousand and twenty two**) 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.)
Cheque vide No. 233619	03.12.2012	Axis Bank Ltd.	12,91,022/-
/	/	/	/
/	/	/	/
Total			12,91,022/-

Chandra Lekha Singh

[Chandra Lekha Singh]  
[Vendor]

**Witnesses:**

Signature M. P. Singh  
Name: Maharaj Prasad Singh

Signature [Signature]  
Name: Lidip Datta Chowdhury







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

**Endorsement For Deed Number : I - 03129 of 2013**  
**(Serial No. 02657 of 2013 and Query No. L000005838 of 2013)**

**On 03/03/2013**

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

Presented for registration at 13.42 hrs on :03/03/2013, at the Private residence by Ravi Kant Kedia ,Claimant.

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

Execution is admitted on 03/03/2013 by

1. Chandra Lekha Singh, wife of Mohan Prasad Singh , Mangalam Apartment, B C 2, P S - Saraidhela, P.O. :-Saraidhela ,District:-Dhanbad, JHARKHAND, India, , By Caste Hindu, By Profession : Others
2. Ravi Kant Kedia  
Director/ Authorised Signatory, Shivphal Mercantile Pvt Ltd, Surya Homes,, Flat No:4 B, 376 A, S N Roy Road, Kol, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.  
, By Profession : Others  
Identified By Mohan Prasad Singh, son of - , Mangalam Apartment, B C - 2, P S - Saraidhela, P.O. :-Saraidhela ,District:-Dhanbad, JHARKHAND, India, , By Caste: Hindu, By Profession: Others.

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

**On 05/03/2013**

**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.-12,91,022/-

Certified that the required stamp duty of this document is Rs.- 64571 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

**On 11/03/2013**

**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 chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



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

**Endorsement For Deed Number : I - 03129 of 2013**  
**(Serial No. 02657 of 2013 and Query No. L000005838 of 2013)**

Rs. 14299/- is paid , by the draft number 754580, Draft Date 08/03/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/03/2013

( Under Article : A(1) = 14201/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 11/03/2013 )

**Deficit stamp duty**

\* Deficit stamp duty Rs. 64571/- is paid , by the draft number 754579, Draft Date 08/03/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 11/03/2013

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



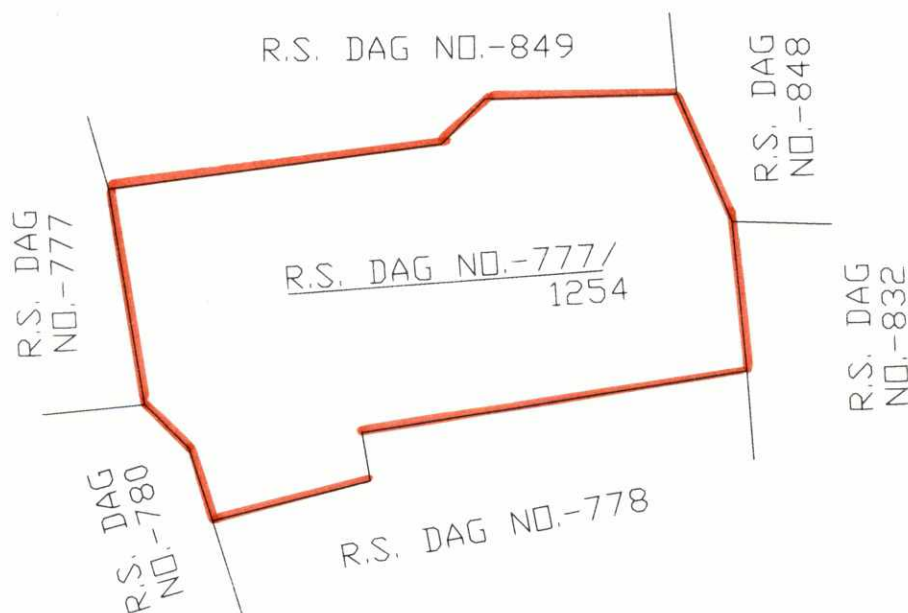
( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



SITE PLAN OF R.S. DAG NO. 777/1254 CORRESPONDING L.R. DAG NO. 1726, L.R. KHATIAN NO. 782, MOUZA- PATULIA, J.L. NO. 4, P.S. KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS



Total Area in Dag No.777/1254 is 25 Decimal



*Chandra Lekha Singh*

SIGNATURE OF THE VENDOR/S. :

Shreephal Mercantile Private Limited

*Ravikant Kedia*

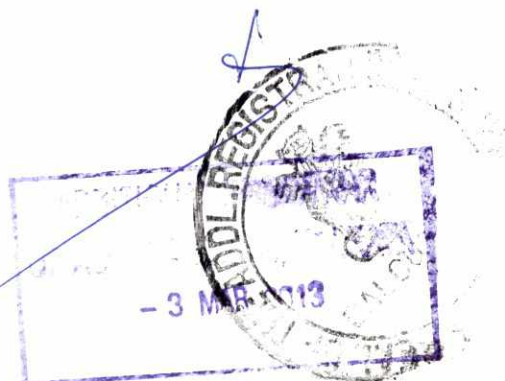
Authorised Signatory

SIGNATURE OF THE PURCHASER :















LEGEND : 8.3333 DECIMAL UNDIVIDED SHARE OF SHALI/ITKHOLA LAND  
OUT OF 25 DECIMAL OF R.S. DAG NO. 777/1254, L.R. DAG NO. 1726.

SHOWN THUS :





# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
1	 Ravikant Kedia					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
2	 Chandra Lekha Singh					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
3						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

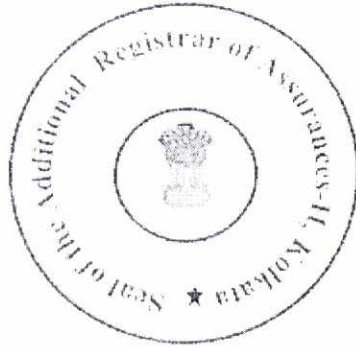






Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 10  
Page from 1814 to 1828  
being No 03129 for the year 2013.



(Dulal chandra Saha) 15-March-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal

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

Between

**Chandra Lekha Singh**  
... Vendor

And

**Shivphal Mercantile Private Limited**  
... Purchaser

**CONVEYANCE**

Portion of  
R.S. Dag No. 777/1254  
L.R. Dag No. 1726  
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