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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

208086

Certified that the Document is admitted to Registration. The Seal, Stamp and the endorsement of the Registrar are the parts of the Document.

Registrar of Assurances-12, Kolkata

16/11/09

CONVEYANCE

1. Date: 15th January 2009
2. Place: Kolkata
3. Parties:
 - 3.1 Prasanta Kumar Ghosh, son of Late Sashadhar Ghosh, residing at Usha Bhavan, Babupara, Dakshin Nalbari Road, Ward No. IV of Tangla Town Committee, Post Office and Police Station Tangla, District Darrang, Assam, Pin Code-784521 (Vendor, includes successors-in-interest)

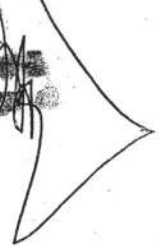
P. Ghosh

62215

29 AUG 2008

SAHA & RAY
Advocates
11, 3rd Floor, Hastings Chambers
Kiran Shankar Roy Road
Kolkata - 700001

L. S. VERMA



Devellous Norman Pvt Ltd
Woolst K...
Authorised Signatory



1000

Prasanta K. Ghosh



Swapan Kar
S/o R.N. Kar
7C, K.S. Roy Road
Kolkata - 700001
Service

Additional Registrar of Companies II, Kolkata
15 JAN 2009

And

- 3.2 **Messieurs Marvellous Nirman Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Police Station - Hare Street, Kolkata - 700069
- 3.3 **Messieurs Paramount Nirman Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Police Station - Hare Street, Kolkata - 700069
- 3.4 **Messieurs Pillar Realtors Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Police Station - Hare Street, Kolkata 700069
- 3.5 **Messieurs Triveni Promoters Private Limited**, a company incorporated under provisions of the Companies Act, 1956, having its registered office at 11, Crooked Lane, Police Station - Hare Street, Kolkata - 700069
(collectively **Purchasers**, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Property:** Undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to 11.25 (eleven point two five) decimal, more or less, contained in ^{RS/}L.R. *Dag* No.525, recorded in R.S. *Khatian* No. 180, *Mouza* Salua, J.L. No. 3, Police Station Airport, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of Rajarhat Gopalpur Municipality, District North 24 Parganas, more fully described in **Part-I** of the **1st Schedule** below (**First Land**) **And** undivided 1/4th (one fourth) share in ^{RS/}*sali* (agricultural) land equivalent to 2 (two) decimal, more or less, contained in ^{RS/}L.R. *Dag* No.526, recorded in R.S. *Khatian* No.250, *Mouza* Salua, J.L. No. 3, Police Station Airport, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of Rajarhat Gopalpur Municipality, District North 24 Parganas, more fully described in **Part-II** of the **1st Schedule** below (**Second Land**). The First Land and The Second Land collectively described in the **2nd Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user thereof, free from all encumbrance. The First Land and The Second Land (collectively **Said Property**).

5. Background, Representations, Warranties and Covenants:

- 5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:

- 5.1.1 **Purchase of Mother Properties by Usha Rani Ghosh and Ors:** By a Conveyance dated 13th May, 1964, registered in the Office of the Sub-Registrar, Cossipore, Dum Dum in Book No. I, Volume No. 52, Pages 230 to 239, Being No. 3635 for the year 1964, Ajit Kumar Deb sold, conveyed and transferred land collectively measuring 53 (fifty three) decimals in L.R. *Dag* Nos.525 and 526, recorded in R.S. *Khatian* Nos. 250 and 180 respectively, *Mouza* Salua, J.L. No. 3, Police Station Airport, Additional District Sub-Registration Office Bidhannagar within the jurisdiction

R. Ghosh

of Rajarhat Gopalpur Municipality, District North 24 Parganas (collectively **Mother Properties**) to Usha Rani Ghosh, Deb Kumar Ghosh, Prasanta Kumar Ghosh and Sukumar Ghosh (collectively **Usha Rani Ghosh and Others**) absolutely and forever and for the consideration mentioned therein.

- 5.1.2 **Ownership of Mother Properties by Usha Rani Ghosh and Others:** By virtue of the aforesaid purchase Usha Rani Ghosh and Others became the absolute and joint owners of the Mother Properties, each having an undivided 1/4th (one fourth) share therein.
- 5.1.3 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the Said Property being his undivided 1/4th (one fourth) share of the Mother Properties.
- 5.1.4 **True and Correct Representations:** The Vendor is the sole, absolute and undisputed owner of the Said Property as mentioned above and such representation of the Vendor is true and correct.
- 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 Municipal 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.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption:** No person or persons whatsoever has/had/has any right of preemption 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, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities

R. Ghosh

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 Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Property from the Vendor.

7. Transfer:

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property described in the **2nd Schedule** below, the First Land, being undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to 11.25 (eleven point two five) decimal, more or less, contained in ^{R/S} L.R. Dag No.525, recorded in R.S. *Khatian* No. 180, *Mouza* Salua, J.L. No. 3, Police Station Airport, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of Rajarhat Gopalpur Municipality, District North 24 Parganas and more fully described in **Part-I** of the **1st Schedule** below **And** the Second Land, being undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to 2 (two) decimal, more or less, contained in ^{R/S} L.R. Dag No.526, recorded in R.S. *Khatian* No.250, *Mouza* Salua, J.L. No. 3, Police Station Airport, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of Rajarhat Gopalpur Municipality, District North 24 Parganas and more fully described in **Part-II** of the **1st Schedule** below **together with** all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property, free from all encumbrance.

7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.12,00,000/- (Rupees twelve lac) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer:

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and perpetual.

Nilhorsh

- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutter's*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** indemnification by the Vendor about the correctness of his title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title and the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at his own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 **Transfer of Property Act:** all obligation and duty of vendor and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchasers.
- 8.4 **Outgoings** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchasers and their assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under him in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and their assigns and/or their successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and their assigns and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchasers are fully entitled to mutate their names in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorney of the Vendor and empowers and authorizes the Purchasers to sign

R. Chosh

all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

- 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 cost of the Purchasers and/or their successors-in-interest, 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.

**1st Schedule
Part-I
(First Land)**

Undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to **11.25 (eleven point two five) decimal**, more or less, contained in ^{R/S} **L.R Dag No.525**, recorded in **R.S. Khatian No. 180, Mouza Salua, J.L. No. 3, Police Station Airport**, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of **Rajarhat Gopalpur Municipality, District North 24 Parganas** and the said *Dag* being butted and bounded as follows: N.Chosh

- On the North** : By No. 211 Bus Route
On the East : By R.S/L.R *Dag* Nos. 526 and 527
On the South : By R.S/L.R *Dag* No. 523
On the West : By R.S/L.R *Dag* No. 524

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the First Land.

**Part-II
(Second Land)**

Undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to **2 (two) decimal**, more or less, contained in ^{R/S} **L.R Dag No.526**, recorded in **R.S. Khatian No.250, Mouza Salua, J.L. No. 3, Police Station Airport**, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of **Rajarhat Gopalpur Municipality, District North 24 Parganas** and the said *Dag* being butted and bounded as follows: N.Chosh

- On the North** : By No. 211 Bus Route
On the East : By R.S/L.R *Dag* No. 527
On the South : By R.S/L.R *Dag* No. 525
On the West : By R.S/L.R *Dag* No. 525

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Second Land.

**2nd Schedule
(Said Property)
[Subject Matter of Sale]**

Undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to **11.25 (eleven point two five) decimal**, more or less, contained in ^{R/S} **L.R Dag No.525**, recorded in **R.S. Khatian No. 180, Mouza Salua, J.L. No. 3, Police Station Airport**, Additional District Sub-Registration Office Bidhannagar within the N.Chosh

N.Chosh

jurisdiction of **Rajarhat Gopalpur Municipality, District North 24 Parganas** and described in **Part-I** of the **1st Schedule** above.

Undivided 1/4th (one fourth) share in *sali* (agricultural) land equivalent to **2 (two) decimal**, more or less, contained in ^{R/S} **L.R Dag No.526**, recorded in **R.S. Khatian No.250, Mouza Salua, J.L. No. 3, Police Station Airport**, Additional District Sub-Registration Office Bidhannagar within the jurisdiction of **Rajarhat Gopalpur Municipality, District North 24 Parganas** and described in **Part-II** of the **1st Schedule** above.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.

9. Execution and Delivery:

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

Prasanta Kumar Ghosh

(Prasanta Kumar Ghosh)

[Vendor]

Witnesses:

Signature

Ghosh

Name

Santanu Ghosh

Father's Name

Late. Sukumar Ghosh

Address

14. B.B. Avenue

Dhakuria. Kol - 32

Signature

Swapan

Name

Swapan Kar

Father's Name

R. N. Kar

Address

7C. K. S. Roy Road

Kolkata - 700001

SPECIMEN FORM TEN FINGER PRINTS

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



Presentants ke Glash

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

Government Of West Bengal
Office of the A. R. A. - II KOLKATA
5 & 6, Govt Place (North) , KOLKATA
Endorsement For deed Number :I-00389 of :2009
(Serial No. 00194, 2009)

On 15/01/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 16.30 hrs on :15/01/2009,at the Private residence by Umesh Kedia,Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 15/01/2009 by

1. Prasanta Kr Ghosh, son of Late Sashadhar Ghosh, Usha Bhavan Office Dist Darrang Assam ,Thana Tangla,Pin 784521, By caste Hindu,by Profession :Others
Identified By Swapan Kar, son of R N Kar 7c K S Roy Rd Kolkata 700001 Thana: Harest, by caste Hindu,By Profession :Service.

Name of the Registering officer :Ajoy Kr Pradhan
Designation :A. R. A. - II KOLKATA

On 16/01/2009

Certificate of Admissibility(Rule 43)

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:

Fee Paid in rupees under article : A(1) = 19525/- ,E = // - ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:16/01/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-1775335/-

Certified that the required stamp duty of this document is Rs 106530 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 101540/- is paid, by the draft number 686586, Draft Date 15/01/2009 Bank Name State Bank Of India, KOLKATA, received on :16/01/2009.



Name of the Registering officer :Ajoy Kr Pradhan
Designation :A. R. A. - II KOLKATA

[Ajoy Kr Pradhan]
A. R. A. - II KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-II OF
KOLKATA

Govt. of West Bengal 16/1/09

Dated _____ day of _____, 2009

Between

**Prasanta Kumar Ghosh
... Vendor**

And

**Arunoday Suppliers Private Limited & Ors.
... Purchasers**

CONVEYANCE

**R.S/L.R Dag Nos.525 and 526
Mouza Salua
District North 24 Parganas**

Saha & Ray

Advocates
3A/1, 3rd Floor
Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 2
Page from 2871 to 2882
being No 00389 for the year 2009.



(Ajoy Kr Pradhan) 17 January-2009
A. R. A. - II KOLKATA
Office of the A. R. A. - II KOLKATA
West Bengal