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पिन 106625/10-11

(2)

I-7337/11

Developer

Moral Trade Links
(P) Ltd

1750



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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अव. 1000000



15402/11
8/6

Created by the Registrar of Assurances, Kolkata
for the purpose of recording the deed of conveyance
and the same is available for public inspection
at the office of the Registrar of Assurances, Kolkata.

DEED OF CONVEYANCE

Handwritten signature
10.06.11

THIS DEED OF CONVEYANCE is made and executed at Kolkata on this
8th day of June, Two Thousand and Eleven
BY AND BETWEEN

250
40
210

Endorsement For Deed Number : I - 07337 of 2011
(Serial No. 06625 of 2011)

On

Payment of Fees:

On 08/06/2011

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

Presented for registration at 18.00 hrs on :08/06/2011, at the Private residence by Dhiraj Kumar Surana ,Claimant.

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

Execution is admitted on:08/06/2011 by

1. Sandeep Jain
Director, M/s. Vanilla Fields Pvt Ltd, 178 B, Bangur Avenue, Block - A, Kol, District-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700055
, By Profession : Business
2. Dhiraj Kumar Surana
Director, M/s. Morari Tradelinks Pvt Ltd, 5th Floor, 99 A, Park Street, Kol. District-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016
, By Profession : Business

Identified By Samnath Habishyasi, son of - , H C Cal, District-Kolkata, WEST BENGAL, India, P.O :- , By Caste: Hindu, By Profession: Advocate.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

On 09/06/2011

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.-4375000/-

Certified that the required stamp duty of this document is Rs.- 306260/- and the Stamp duty paid is Impresive Rs.- 100/-

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

On 10/06/2011:

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 : 21 of Indian Stamp Act 1899.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

10/06/2011 16:18:00

EndorsementPage 1 of 2

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

Endorsement For Deed Number - 1 - 07337 of 2011
(Serial No. 06625 of 2011)

Payment of Fees:

Amount By Cash

Rs. 48205/-, on 10/06/2011

(Under Article : A(1) = 48114/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 10/06/2011)

Deficit stamp duty

Deficit stamp duty Rs. 306260/- is paid 70395506/06/2011 State Bank of India, PARK STREET, received
on 10/06/2011

(Sudhakar Sahu)
ADDL REGISTRAR OF ASSURANCES-II



10/06/2011 16:18:00

(Sudhakar Sahu)
ADDL REGISTRAR OF ASSURANCES-II
Endorsement Page 2 of 2

- (1) **M/S VANILLA FIELDS PRIVATE LIMITED**, a company duly incorporated within the meaning and under the provisions of The Companies Act, 1956 represented by its director **Mr. Sandeep Jain** and having its registered office at 176B, Bangur Avenue, Block-A, Kolkata - 700055, hereinafter referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office, executors, administrating, nominees and/or assigns) of the **FIRST PART** ;

AND

- (2) **M/S MORAL TRADELINKS PRIVATE LIMITED**, a company duly incorporated within the meaning and under the provisions of The Companies Act, 1956 represented by its Director **Mr. Dhiraj Kumar Surana** and having its registered office at 99A Park Street, 5th floor, Kolkata 700 016 hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office executors, administrators, nominees and/or assigns) of the **SECOND PART**;

WHEREAS

- A. At all material times by virtue and operation of the several Deeds of conveyance, **one Sushil Chandra Ghosh and Hiran Kumar Ghosh** purchased several plots of land having an area of 5.74 Acres, situated at Madhyamgram, comprised in C.S Dag No.. 957 appertaining C.S. Khatian No.84, C.S Dag No.. 958 appertaining C.S. Khatian No. 230, C.S Dag No.. 958 appertaining C.S. Khatian No. 84, C.S Dag No.. 960 appertaining C.S. Khatian No. 119, C.S Dag No.. 961 appertaining C.S. Khatian No. 136, C.S Dag No.. 963 appertaining C.S. Khatian No. 515, C.S Dag No.. 989 appertaining C.S. Khatian No. 29/1, C.S Dag No.. 990 appertaining C.S. Khatian No. 29/1, C.S Dag No.. 991 appertaining C.S. Khatian No. 107, C.S Dag No.. 992 appertaining C.S. Khatian No. 280, C.S Dag No.. 993 appertaining C.S. Khatian No. 29/1, C.S Dag No.. 994 appertaining C.S. Khatian No. 280, C.S Dag No.. 994/1511 appertaining C.S. Khatian No. 561, C.S Dag No.. 994/1512 appertaining C.S. Khatian No. 267, C.S Dag No.. 995 appertaining C.S. Khatian No. 127, C.S Dag No.. 996 appertaining C.S. Khatian No. 436, C.S Dag No.. 996/1479 appertaining C.S. Khatian No. 83, C.S Dag No.. 996/1480 appertaining C.S. Khatian No. 281, C.S Dag No.. 996/1481 appertaining C.S. Khatian No. 291, C.S Dag No.. 996/1482 appertaining C.S. Khatian No. 556, C.S Dag No.. 996/1483 appertaining C.S. Khatian No. 95, C.S Dag No.. 996/1484 appertaining C.S. Khatian No. 164, C.S Dag No.. 996/1485 appertaining C.S. Khatian No. 164, C.S Dag No..

996/1486 appertaining C.S. Khatian No. 258 and C.S. Dag No. 996/1487 appertaining C.S. Khatian No. 46, J.L. No. 43, Mouza: Udayrajpur, Barasat Police Station, Under Madhyamgram Municipality, Ward No.9, District: North 24 Paraganas (hereinafter referred to as the said Plots of land) and became the exclusive joint owners thereof and seized and possessed of the same free from all encumbrances.

- B. While seized and possessed of the aforesaid plots of land as absolute owners thereof, said Sushil Chandra Ghosh and Hiran Kumar Ghosh by operation of the registered Deed of Conveyance dated 06.01.1942 sold, transferred, and conveyed the aforesaid plots of land to, for and in favour of Ghosh's Estates Pvt. Limited on valuable consideration as mentioned therein and the said Deed was duly registered at and before the office of **The Registrar of Assurances at Kolkata** and recorded in **Book No. 1, Volume No. 23 Pages 1 to 18 being Deed No. 81** for the year 1942.
- C. After purchasing the aforesaid plots of land said Ghosh's Estates (P) Limited became lawfully seized and possessed of the same by recording their respective names in the respective Records of Rights.
- D. Said Sushil Chandra Ghosh son of Late Amritlal Ghosh during his life time created a family trust namely "**Amrita Lal Ghosh Trust**" (hereinafter referred to as the said Trust) and vested his shares and royalty receiving rights morefully and particularly described in schedule "A" and "B" written in the said Trust Deed and the said Trust was registered at and before **The Registrar of Assurances, Kolkata** and duly recorded in **Book No. 1 Vol. No. 91 pages 151 to 165, being Deed No. 3279 for the year 1949** for the purpose of celebration of Annual Durga Puja and Annapurna Puja and maintenance of the settlor during his life time and certain other purposes and also for the benefit of the beneficiaries being his sons namely **Asim Kumar Ghosh, Ajit Kumar Ghosh and Asit Kumar Ghosh** named in the said Trust and appointed himself along with one **Murari Mohan Mitra and Abani Kumar Kirti** as Trustees to the said Trust.
- E. Pursuant to the aforesaid provisions as contained in the said Deed of Trust Dated 3rd October, 1949, said **Asim Kumar Ghosh, Ajit Kumar Ghosh and Asit Kumar Ghosh** were inducted as Trustees after attaining the age of 18 by the continuing Trustees on **29 May, 1951, 4th August, 1954 and 20th November, 1954** respectively and the existing two Trustees namely **Murari Mohan Mitra and Abani Kumar Kirti** resigned as a Trustees to the said Trust on **4th August, 1954 and 1st March, 1957** respectively.

- F. Thus, the said Sushil Chandra Ghosh, Asim Kumar Ghosh, Ajit Kumar Ghosh and Asit Kumar Ghosh remained the Trustees to the aforesaid Trust.
- G. While use and enjoyment of the said plots of land as an absolute owner thereof, said Ghosh's Estate Private Limited sold, transferred and conveyed the aforesaid plots of land in favour of aforesaid "Amrita Lal Ghosh Trust" on valuable consideration as mentioned therein and the said Deed was duly registered at and before in the office of **The Registrar of Assurances and recorded in Book No. 1. Volume No.14 Pages 168 to 185 Being No. 1129 for the year 1958.**
- H. Thus the said **Amrita Lal Ghosh Trust** by virtue and operation of the aforesaid Deed of Conveyance became the absolute owner in respect of the said plots of land and seized and possessed of the same.
- I. Said Sushil Chandra Ghosh, being the settlor as well as the Trustee to the said Trust died intestate on or about **25th October, 1959** and accordingly the remaining Trustees namely Asim Kumar Ghosh, Ajit Kumar Ghosh and Asit Kumar Ghosh remained and continued as the Trustees to the aforesaid Trust.
- J. While use and enjoyment of the aforesaid plots of Land, said "Amrita Lal Ghosh Trust" by several Deeds of Conveyance also purchased several plots of land adjoining to the said plots of land having a total area of 47 and 1/4 decimal from the then owners situated at Madhyamgram under C.S. Dag 995 under C.S. Khatian No. 84, Dag No. 994(P) under C.S. Khatian No. 280, C.S. Dag No.994/1511(P) under C.S.Khatian No.561, C.S. Dag No. 994/1596 under C.S. Khatian No.268 and C.S. Dag No 962 under C.S. Khatian No.30 and 31, J.L. No. 43, Mouza: Udairajpur, Police Station Barasaat, under Madhyamgram Municipality, Ward No. 9 in the District: 24 Paraganas (North) and became the absolute owner thereof.
- K. Thus the said "Amrita Lal Ghosh" Trust became the absolute owner in respect of ALL THAT piece and parcel of land commonly known as "**KUHUKKA GARDENS**" having a total area of **6.22 Acres equivalent to 374 Cottahs** more or less, under R.S. Dag No 957, corresponding to L.R. Dag No. 2413, R.S. Dag No 958 corresponding to L.R. Dag No. 2413 and 2414, R.S. Dag No 959 corresponding to L.R. Dag No. 2415, R.S. Dag No. 960 corresponding to L.R. Dag No 2415, R.S. Dag No 962 corresponding to L.R. Dag No. 2416, R.S. Dag No. 963 corresponding to L.R. Dag No. 2436, R.S. Dag No 989 corresponding to L.R. Dag No. 2435, R.S. Dag No. 990(P) corresponding to L.R. Dag No. 2415, 2438 and 2439, R.S. Dag

No.991 and 992, corresponding to L.R. Dag No. 2440, R.S Dag No. 993, 994/1511 and 994/1512 corresponding to L.R. Dag No. 2447, R.S Dag No. 996(P) and 996/1479 corresponding to L.R. Dag No. 2441, R.S Dag No. 996/1480 corresponding to L.R. Dag No. 2442, R.S Dag No. 996/1482, 996/1483 and 996/1484 corresponding to L.R. Dag No. 2445, R.S Dag No. 996/1485 corresponding to L.R. Dag No. 2444, /R.S Dag No. 996/1486 corresponding to L.R. Dag No. 2443 and R.S Dag No. 996/1487 corresponding to L.R. Dag No. 2446, all under L.R. Khatian No.3302, R.S. Dag No 961 under R.S. Khatian No 136/230, R.S Dag No. 994 under R.S. Khatian No 1398, R.S. Dag No. 996/1596 under R.S. Khatian No 268, R.S. Dag No 995 under R.S. Khatian No 1050, C.S Dag No. 996/1481 under C.S. Khatian No 91, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, under the Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Paraganas commonly known as "KUHUKKA GARDENS" J.L. No. 43 Mouza: Udairajpur under Barasat Police Station, District: North 24 Paraganas.

- L. While seized and possessed of the aforesaid plots of Land as an absolute owner thereof, one of the trustees namely Ajit Kumar Ghosh inducted several tenants at different portions of the aforesaid land and the said tenants constructed various Tin-shedded structures at different places on the aforesaid plots of land.
- M. Disputes and/or differences having been arisen between the Trustees to the said Trust with regard to the Administration and management of the said Trust, the Managing Trustee of the said "Amrita Lal Ghosh Trust" filed a suit before the Hon'ble High Court at Calcutta being **Suit No. 197 of 1983** (Asim Kumar Ghosh Vs Ajit Kumar Ghosh & Others) inter alia praying for administration and removal of other trustees from the office of the said Trust and appointment of new Trustees in their place and stead and for framing of a scheme for proper administration of the said Trust.
- N. During the pendency of the said suit, the Hon'ble High Court at Calcutta on consent of all the parties to the said Suit passed an order vide its **order dated 15th May, 1985** inter alia, declaring that the said property no longer be treated as the Trust Property and it was declared by way of a preliminary decree that the said property shall vest absolutely in the beneficiaries of the said "Amrita Lal Ghosh Trust" namely, **Sri Asim Kumar Ghosh, Sri Ajit Kumar Ghosh and Sri Asit Xumar Ghosh** having equal undivided one-third share each therein and directed to execute a formal Deed if required to that effect.
- O. Pursuant to the said order passed by the Hon'ble High Court at Calcutta, Sri Ajit Kumar Ghosh, one of the owners therein gave effect to the said order passed by the Hon'ble High Court at

Calcutta by executing a formal Deed which was registered at and before The office of The Registrar of Assurances at Calcutta and the same was recorded in **Book No. 1 Volume No 1 Pages 1 to 17 being No. 6089 for the year 2006.**

- P. Thus said Sri Asim Kumar Ghosh, Sri Ajit Kumar Ghosh and Sri Asit Kumar Ghosh became the absolute owners having undivided one-third share each in respect of the aforesaid property and seized and possessed of the same.
- Q. **Sri Asit Kumar Ghosh, being the younger brother died intestate on 17.11.1998, leaving behind him his wife namely Smt. Joyasri Ghosh and only son Sri Abhishek Ghosh, being his only legal heirs who after the demise of the said Asit Kumar Ghosh inherited his undivided One- third share in respect of the aforesaid property and became the joint owners thereof.**
- R. On the intervention of family friends, well wishers and relatives and for the benefit of the family in general and for the purpose of avoiding long drawn family dispute and litigation, the owners namely **Sri Asim Kumar Ghosh, Sri Ajit Kumar Ghosh and the legal heirs of Sri Asit Kumar Ghosh, (since deceased) namely Smt Joyasri Ghosh and Abhishek Ghosh** have mutually agreed to resolve their disputes with regard to the said property whereby they all had unanimously and amicably agreed to sell, transfer and convey their undivided share in the said property to any intending purchaser and / or purchasers.
- S. 1.Sri Asim Kumar Ghosh, 2.Sri Ajit Kumar Ghosh, 3.Smt Joyasri Ghosh and 4.Abhishek Ghosh all the owners therein transferred a demarcated portion in the aforesaid plot of land having an area of **07 Cottah , containing and pertaining to 11.55 Decimals (more or less) comprised in R.S Dag No. 990, now L.R.Dag No.2415, 2438 & 2439** under L.R. Khatian No.3302, all recorded as Danga, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, under the Madhyamgram Municipality Ward No 9 (on Jessore Road North), District North 24 Paraganas vide a registered **Deed of Sale bearing no.4194 dated 23.05.2008** duly registered at and before the **District Sub Registrar II , North 24 Pgs. West Bengal on 05.08.08** recorded in **Book NO.- I, CD Volume No. 6 , Pages from 89 to 117 for the year 2008** to **M/S Vanilla Fields Private Limited, the vendor herein .**
- T. Accordingly the vendor herein became the absolute and exclusive owner and occupier of the above described demarcated 7 Cottah land and enjoy a good and marketable title on the same.
- U. The Vendor has agreed to sell and the Purchaser has agreed to purchase, the aforesaid demarcated 7 cottah land, i.e. the said land

free from all encumbrances, charges, liens, lispendens, attachments, mortgages, wakf, debuttors, trusts, acquisitions, requisitions, vesting etc. at or for a total consideration of Rs 43,75,000 /- (Rupees Forty three lac seventy five thousand only).

- V. At or before the execution of these Indenture the Owner / vendor, has assured and represented to the purchaser as follows:
- i) **THAT** the Owner / Vendor alone is the sole exclusive and absolute owner of the said Land,
 - ii) **THAT** the said Land to the exclusion of others is absolutely free from all encumbrances, charges, liens, mortgages, lispendens, attachments, trusts, wakf, debuttar, acquisition, requisition, vesting whatsoever or howsoever,
 - iii) **THAT** the Owner / Vendor has authentic and marketable title in respect of the said Land,
 - iv) **THAT** the said Land has been recorded and / or mutated in the name of the Owner / Vendor in the records of all the concerned authorities and statutory bodies.
 - v) **THAT** the said Land is not being cultivated and / or the Owner / Vendor and / or anyone authorized by the Owner / Vendor has not been cultivating the said land.
 - vi) **THAT** there is not bargardar or bhag-chassi into or upon the said Land.
 - vii) **THAT** the Owner / Vendor is liable for all municipal rates taxes and all other statutory outgoings including khazana payable in respect of the said Land up to the date of execution of this Indenture.
 - viii) **THAT** there is no legal or impediment on the part of the Owner / vendor in selling and / or transferring the said Land.
 - ix) **THAT** the said Land is not subject to any notice and / or proceedings of vesting, acquisition and / or requisition. That neither any notice nor any proceeding is pending in respect of the West Bengal Estate Acquisition Act, 1953 and or the West Bengal Land Reforms Act, 1955 and or the Urban Land (Ceiling and regulation Act), 1976 with regard to the said land. The said land owned by the owner-Vendor is within the Ceiling Limit as prescribed under the West Bengal Estate Acquisition Act, 1953 and or the West Bengal Land Reforms Act, 1955 and or the Urban Land (Ceiling and regulation Act), 1976.
 - x) **THAT** the Owner / Vendor has not entered into any agreement for sale, transfer and / or lease, nor has created any interest of any third party into or upon the said Land or any part of portion thereof.

- xi) **THAT** the Owner / Vendor is in actual physical khas possession of the entirety of the said Land.
- xii) **THAT** the Said Land are barren and are not being cultivated by the Vendor or any person authorised by the Owner-Vendor.
- xiii) **THAT** the Owner / Vendor has duly approved this Deed of Conveyance and sale of the said land to the purchaser above named and also the financial transaction as laid down in these presents.

(W) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the Said Land and but for the aforesaid representations the Purchaser would not have otherwise agreed to acquire the Said Land nor would have parted with the amount of consideration as hereinafter stated.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- I. **THAT** in consideration of a sum of Rs 43,75,000/- (Rupees Forty three lac seventy five thousand only) of the lawful money of the Union of India well and truly paid by the PURCHASER to the VENDOR at or immediately before the execution of these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received) and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and the Said Land as mentioned in of the Schedule hereunder written, hereby intended to be sold transferred and conveyed) the Vendor doth hereby indefeasibly grant, sell, transfer, convey, assign and assure unto and to the Purchaser **ALL THAT** a demarcated portion having an area of 07 Cottahs , equivalent to 11.55 Decimals (more or less) comprised in R.S. Dag No. 990, now L.R. Dag No. 2415 (Factory Shed) , 2438 (Danga) & 2439 (Danga) previously under L.R. Khatian No.3302 and now 7961, J.L. No 43, Mouza, Udairajpur, Police Station Barasaat, under the Madhvangram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Paraganas (more fully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter collectively referred to as the SAID LAND) and / or the entirety of the right title interest of the Vendor into or upon the said Land absolutely and forever, free from all encumbrances, charges, liens, liabilities, claims, demands, liabilities, trusts, attachments, acquisitions, requisitions, wakf, debutter and whatsoever free from all encumbrances and charges absolutely and forever, free from all

encumbrances, charges, liens, lispendens, claims, demands, liabilities, trusts, attachments, acquisitions, requisitions, and whatsoever free from all encumbrances and charges OR HOWSOEVER OTHERWISE the said Lands or any part or portion thereof now is or are or at any time of times heretofore was or were situated butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and others lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and others rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the Said Land or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the Said Land and of any and every part thereof AND all the legal incidence thereof AND all the estate right title interest inheritance possession use trust Lands claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the Said Land or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds, pattahs, muniments and evidence of title which in any wise exclusively relate to or concern the Said Land or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Land hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, liens, claims, demands, liabilities, trusts, attachments, acquisitions, requisitions and lispendens whatsoever or howsoever.

- I. **THE OWNER / VENDOR COVENANT WITH THE PURCHASER** as follows:
 - a) That the Owner / Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the Said Land and every part thereof free from all encumbrances charges and liabilities of whatsoever nature.
 - b) That the Owner / Vendor has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing hereby or by reason whereof the said Lands hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise of by reason whereof the Owner / Vendor may or can be prevented from

granting selling conveying assigning and assuring and Said Land or any part thereof in the manner as aforesaid.

- c) **AND THAT NOTWITHSTANDING** any act deed or thing by the Owner / Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and /or otherwise well and sufficiently seized and possessed of and entitled to the Said Land hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or others thing whatsoever to alter defeat encumber or make void the same.
- d) **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Owner / Vendor now has in themselves good right full and absolute power to grant sell convey transfer assure and assign the Said Land hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchaser in the manner and on the conditions aforesaid.
- e) **AND THAT** the Purchaser shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner / Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor.
- f) **AND THAT** the Purchaser shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Owner / Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or others estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and dispendens whatsoever suffered or made or liabilities created in respect of the Said Land by the owner / Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Owner / Vendor as aforesaid or otherwise.
- g) **AND THAT** all rates taxes and other impositions and / or outgoings including Khazana and revenue payable in respect of the Said Land up to the date of execution of these presents as and when assessed by the authorities concerned and shall be payable by the Owner / Vendor and those

relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.

- h) AND THAT** the Owner / vendor never held and do not hold any excess vacant Lands within the meaning of the West Bengal Estate Acquisition Act 1953, the West Bengal Land Reforms Act 1955 and the Urban Lands (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and / or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT no notice, which is or may be subsisting has been served on the Vendor for the acquisition of the Said Land or any part thereof under the Lands Acquisition Act, 1894 or under any other law and Acts and / or rules made or framed there under and the Owner / Vendor has knowledge of issue of any of such notice or notices for the time being subsisting under the above Acts and / or Rules for the time being in force affecting the said Lands or any part thereof AND THAT no suit and / or proceeding is pending in any Court of Law affecting the said property and / or the Said Land or any part or portion thereof not the same has been lying attached under any writ or attachment of any Court or revenue Authority AND FURTHER THAT the Owner / vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever into or upon or over the Said Land or any part thereof from through under of in trust for the Owner / Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the Said Land and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
- i) AND THIS DEED FURTHER WITNESSETH** that the Owner / Vendor has put the Purchaser in complete peaceful vacant physical (khas) possession of the Said Land and that the Purchaser shall be entitled to hold possess and enjoy the same ad the absolute owner thereof absolutely and forever.

- II. AND THIS DEED FURTHER WITNESSETH** and the Vendor does hereby assure and covenant the Purchaser that in the event of there being any defect in title it shall be the obligation of the Owner / Vendor , to remedy and / or cure such defects entirely at its own cost and the Vendor, has agreed to indemnify and keep the Purchaser and / or its Directors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs .

THE SCHEDULE ABOVE REFERRED TO

ALL THAT a demarcated portion having an area of 07 Cottahs , equivalent to 11.55 Decimals (more or less) comprised in R.S Dag No. 990, now L.R.Dag No. 2415 (Factory Shed) , 2438(Danga) & 2439(Danga) all previously under L.R. Khatian No.3302 and now 7961 J.L. No 43, Mouza, Udairajpur, Police Station Barasaat, under the Medhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Paraganas. A Map or Plan Annex hereto bordered " RED" line being part of this document.

The Plot of Land being numbered as "E" butted and bounded by:

PLOT NO. " E"

ON THE NORTH : Part of R.S. Dag. 990 & 991

ON THE SOUTH : Part of R.S. Dag. 990

ON THE EAST : R.S. Dag. 990

ON THE WEST : Jessore Road

IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

This Indenture of Conveyance and the Memo of Consideration has been read over and explained to the vendors in their local language to which they have admitted and have understood

WITNESSES

1. *Sunil Kumar Halder*
Attorney
- 2.

Vanilla Fields Pvt. Ltd.
Sandeep Jain
Director
Pan
AACGVR2632E
SIGNATURE OF THE VENDOR

Morel Tradefairs Pvt. Ltd.
Rajesh Kumar
AAACM2082J
SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

Paid by the within named Purchaser, the within mentioned Sum of Rs 43,75,000.-/- Rupees Forty three lac seventy five thousand only) and acknowledged and received by the within named vendor as per memo below:

Cheque No	Date	Name of the Bank	Amount
767602	17.05.2011	HDFC	3400000/-
767603	06.06.2011	HDFC	975000/-
		TOTAL	43,75,000/-

IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES

1. *Sandeep Jain*
for
- 2.

Vandana P. S. P. S.
Sandeep Jain
Director

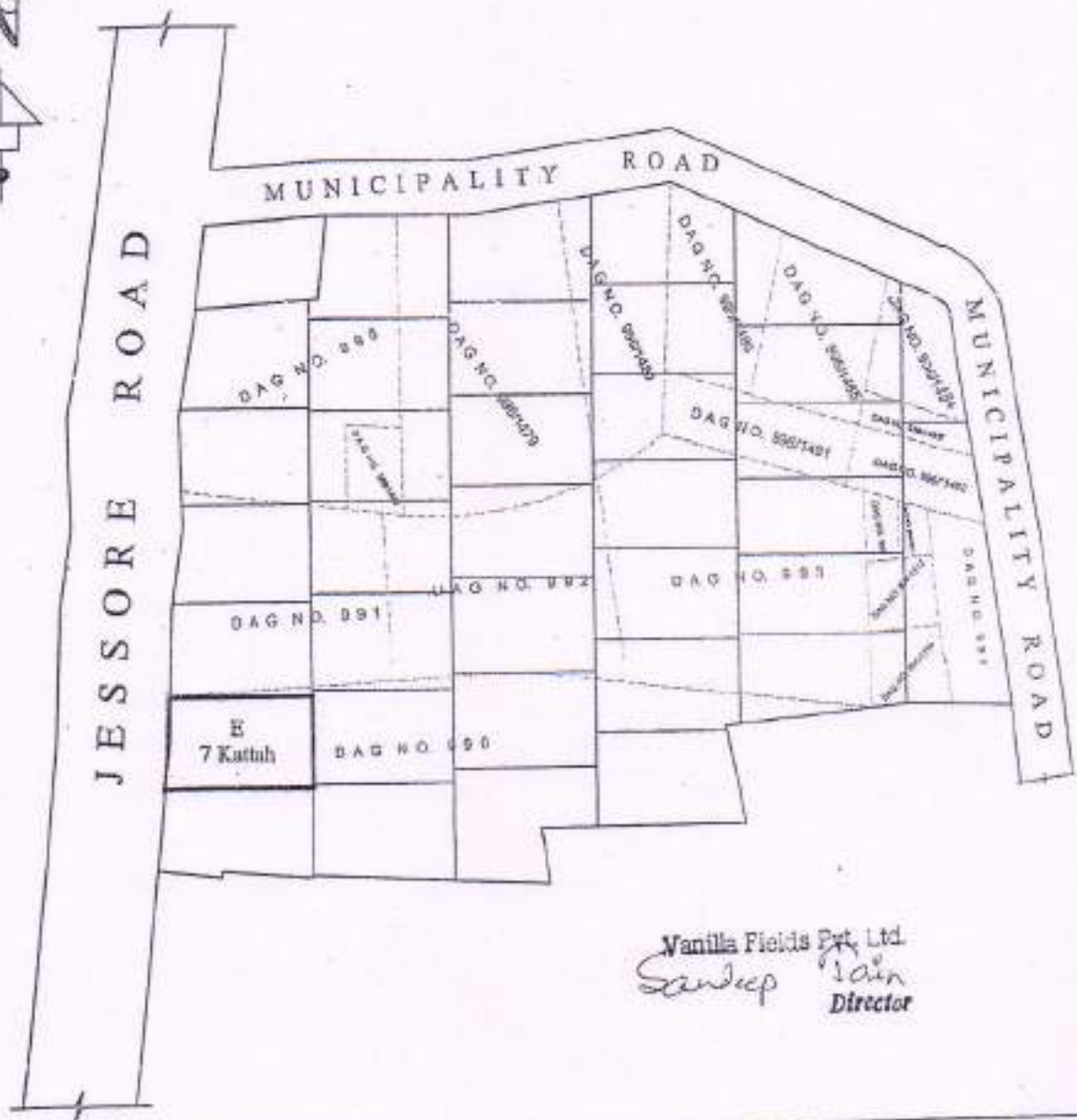
SIGNATURE OF THE VENDOR

Prabhat by me
B Bagchi
F/1092/10

**SITE PLAN OF LAND AT MOUZA-UDAYRAJPUR, J.L. NO.- 43,
R.S. DAG NO.-990, UNDER MADHYAMGRAM MUNICIPALITY,
WARD NO.-9, P.S.-BARASAT, DIST.-NORTH 24 PARGANAS.**

NAME OF THE PURCHASER: MORAL TRADELINKS PVT. LTD.

AREA OF LAND : R.S. Dag No.990 = 11.55 Satak Or 7 Kattah.



Vanilla Fields Pvt. Ltd
Sandeep Jain
Director

UNDER RULE 44A OF THE I.R. ACT 1908


(1) Name
Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
		THUMB	FORE	MIDDLE	RING	LITTLE
	R.H.					

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant /
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name
Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
		THUMB	FORE	MIDDLE	RING	LITTLE
	R.H.					

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant /
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(3) Name
Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

PHOTO	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
		THUMB	FORE	MIDDLE	RING	LITTLE
	R.H.					

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant /
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 2972 to 2990
being No. 07337 for the year 2011.



(Sudhakar Sahu) 16 June-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal